



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Greg Hagwood, 4th District
Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF
OCTOBER 5, 2021 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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.

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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> 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

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. **USDA FOREST FIRE MANAGEMENT** – Aaron Grove
Report and update regarding the Dixie Fire (status/ containment)

4. CONSENT AGENDA

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

A. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for an encroachment permit (Chester Jr. Sr. High School's Annual Homecoming Parade October 22, 2021)

[View Item](#)

B. **CLERK OF THE BOARD**

Approve Board minutes for September 2021

C. **BUILDING DEPARTMENT**

Approve and authorize the Chair to sign and ratify Agreement and between Plumas County and Michael Laszar, dba Axel's Boneyard LLC; for dismantling services under the Abandoned Vehicle Abatement Program; agreement term effective July 1, 2021 through June 30, 2022; not to exceed \$10,000.00; approved as to form by County Counsel [View Item](#)

D. **PROBATION DEPARTMENT**

Approve and authorize the Chair to sign and ratify Agreement between Plumas County and Track Group, Incorporated, for full continuum of GPS monitoring technologies and services for juveniles, parolees, probationers, and pretrial defenders; agreement term effective from July 1, 2021 through June 30, 2022; not to exceed \$25,000.00; approved as to form by County Counsel [View Item](#)

E. **PUBLIC WORKS**

- 1) Approve and authorize Department of Public Works to purchase replacement Grader, using FY 2021-2022 budget funds, \$428,998.70 to be reimbursed by Trindel Insurance Company less the \$100,000.00 deductible; Coordinated and reviewed by the Auditor [View Item](#)
- 2) Approve and authorize Department of Public Works to purchase a replacement long block 3126E engine with purchase order; due to catastrophic engine failure; using 2021-2022 budget funds; not to exceed \$15,000.00 [View Item](#)

F. **TREASURER-TAX COLLECTOR**

Approve and authorize the Chair to sign Agreement between Plumas County Tax Collector and Cal-Sierra Title Company for title guarantees; not to exceed \$6,000.00; approved as to form by County Counsel [View Item](#)

5. **PRESENTATIONS**

A. **ALLIANCE FOR WORKFORCE DEVELOPMENT** – Valerie Bourque

Operations and Program Highlights in Plumas County [View Item](#)

B. **CROMBERG REHABILITATION PROJECT PRESENTATION** - Project Manager, Clint Burkenpas

[View Item](#)

6. **DEPARTMENTAL MATTERS**

A. **AUDITOR/ CONTROLLER** – Roberta Allen

Presentation by Norm Newell for Smith & Newell, CPA's of the Plumas County Audited Financial Report for 2019/ 2020 audited financial report; discussion and possible action

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

Authorize the Director of Public Health to recruit and fill, funded and allocated 0.875 FTE Head Cook Position for the Portola Nutrition Site due to retirement; discussion and possible action [View Item](#)

C. **PUBLIC WORKS** – John Mannle

Authorize the Director of Public Works to recruit and fill, funded and allocated 1.0 FTE Assistant Director of Public Works; created by promotion; authorize the Human Resource Department to begin in-County promotional recruitment; discussion and possible action [View Item](#)

D. **SHERIFF'S DEPARTMENT** – Todd Johns

Adopt **RESOLUTION** authorizing the Sheriff to sign and execute Grant Agreement for the Law Enforcement Equipment Grant Program with the California Department of Parks and Recreation Division of Boating & Waterways; to accept funding that has been awarded in the amount of \$26,000.00; for purchase of replacement motor for a boat used for the Sheriff's Boating Safety and Enforcement Program; approved as to form by County Counsel [View Item](#)

7. **BOARD OF SUPERVISORS**

- A. Appoint Darrin Damonte, Bryan Williams, and Milton N. Frei to the Last Chance Creek Water District, each to a four (4) year term; discussion and possible action [View Item](#)
- B. Correspondence
- C. 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. Personnel: Public employee performance evaluation – County Counsel (Board Only)
- B. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (Wildlife Services)
- 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
- E. Conference with Legal Counsel: Existing Litigation - Michael Meyer v. County of Plumas, et al., Superior Court of California, County of Plumas, Case No. CV19-00238, pursuant to subdivision (a) of Government Code §54956.9.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

- **This Meeting is dedicated to the Memory of Carol Ann Ceresola.**

ADJOURNMENT

Adjourn meeting to Tuesday, October 12, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California



Chester Jr. Sr. High School

P.O Box 797 - 612 First Street

Chester, CA 96020

530-258-2126

Fax 530-258-2306

Terry Hernandez, Principal

Paul Hardig, VP & AD



4A

September 20, 2021

Plumas County Board of Supervisors

Attn: Sharrie Thrall

520. Main St. Room 309

Quincy, Ca 95971

Dear Sharrie,

Chester High School is preparing for our 15th annual Homecoming Parade on October 22nd, 2019 at 1:30 PM.

We are in need of a resolution from your governing body acknowledging this event so that we may forward to the State of California Department of Transportation as well as Plumas County Department of Public Works.

We have attached a copy of this year's parade logistics for your familiarity with this event and the letter we received from you last year.

We appreciate your attention to this matter and invite you to attend this year's parade and see all the local businesses have decorated to show spirit for the football team and high school.

Sincerely,

Judy Dolphin, ASB Advisor

Chester High School

PO Box 797

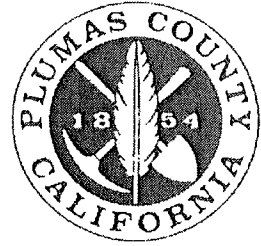
Chester, ca 96020

530-258-2126 x 1414

"Home of the Volcanoes"

BOARD OF SUPERVISORS

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



July 2, 2019

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

Attention: Permits Engineer

Subject: Encroachment Permit Request

CHESTER JR. SR. HIGH SCHOOL

14th Annual Homecoming Parade, October 4, 2019 at 1:30 p.m.,
Chester, CA

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Sanchez", is written over a horizontal line. The signature is fluid and cursive, with a large, sweeping flourish at the end.

Michael Sanchez, Chair

Cc: Plumas County Director of Public Works



Chester Jr. Sr. High School

P.O Box 797 - 612 First Street

Chester, CA 96020

530-258-2126

Fax 530-258-2306

Terry Hernandez, Principal

Paul Hardig, VP & AD



15th Annual CHS Homecoming Parade Logistics 10/22/2021

Meeting Point: Chester High School 12:30 pm at the rock (1 Hour Prior)

Assigned personnel:

CHP & Plumas County Sheriff Dept

Parade Logistics:

Parade will be in eastbound lanes of Main St. There are seven floats, one fire truck, one deputy sheriff, non-marching band, football team, horses, and the "mule".

Local Cal Trans provide event signs at both ends of town to slow traffic and may place cones down at the double yellows.

The parade route will start at Chester High School. It will continue to Main St. via Cross St. The parade will continue down Main St. to Melissa Avenue where they will turn right. They will travel down Gay Street to 1st Avenue to moody Meadow then 1st Street arriving at CHS. (see attached MAP).

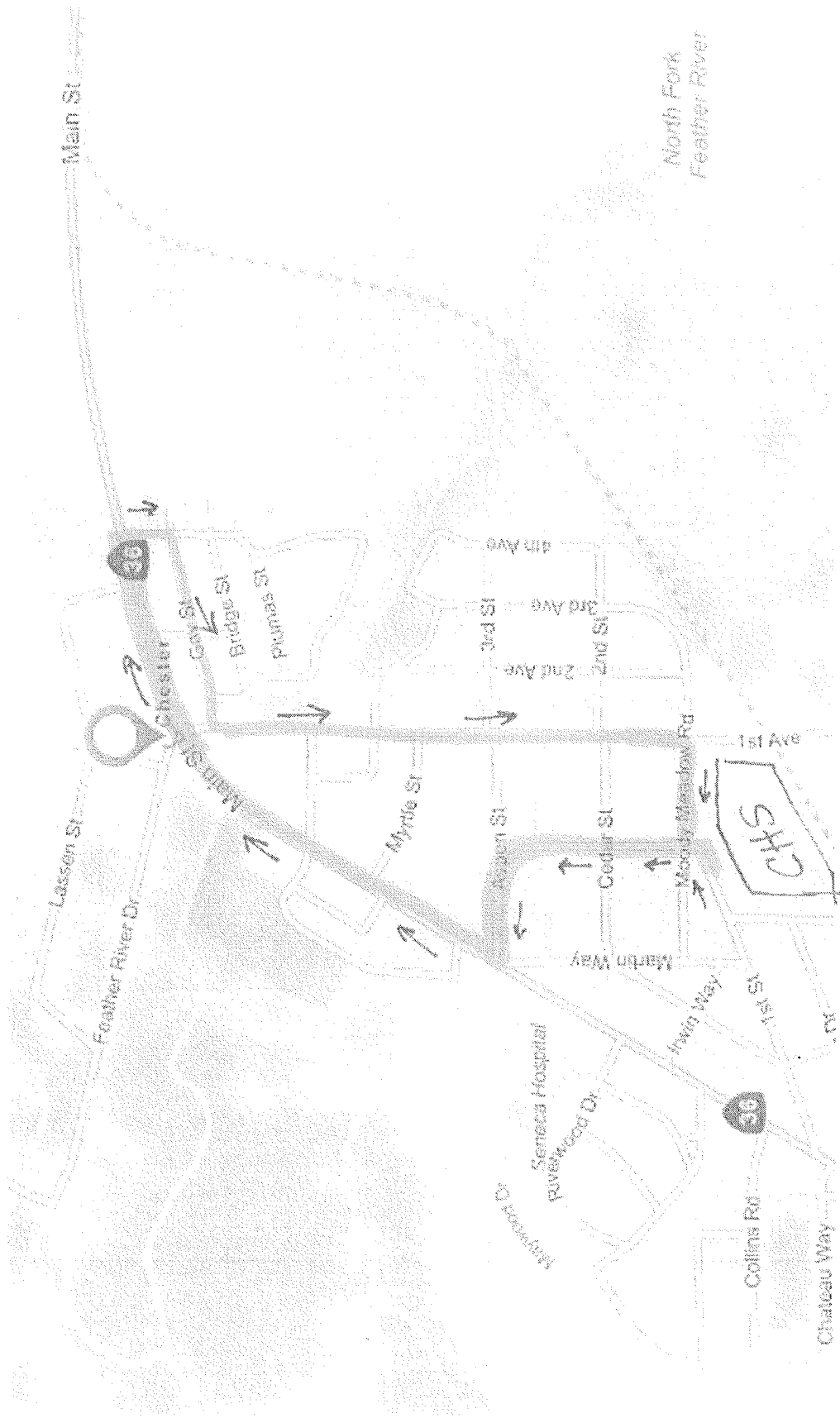
Two Parade Cars: (1 CHP and 1 PCS)

Car #2 will be assigned to stop traffic at Aspen St. just south of Cross St. so the parade can stop in front of the elementary school for Cheers from Students. Car #1 will stop eastbound traffic on Highway 36, and follow the parade to Melissa.

Parade concludes at Melissa Ave, participants will continue on foot to CHS on foot to CHS Football Field or Gym where there will be a community Rally. Parade should last approximately 60 minutes. When the last participants leave Main St to Melissa Avenue, Main Street will be opened.

"Home of the Volcanoes"

CHS Homecoming Parade Route



BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



October 5, 2021

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

Attention Permits Engineer

Subject: **Encroachment Permit Request**
Chester Jr. Sr. High School
The 15th Annual Homecoming Parade on Friday, October 22, 2021
Plumas County, California

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

Sincerely,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street
Quincy, CA 95971
www.plumascounty.us

voice (530) 283-7011
24/7 inspection request (530) 283-6001
fax (530) 283-6134

4C

DATE: September 14, 2021
TO: Honorable Board of Supervisors
FROM: Charles White
Director of Building Services

SUBJECT: CONSENT AGENDA REQUEST TO THE BOARD OF SUPERVISORS TO APPROVE DISMANTLING SERVICE AGREEMENT AND CONTRACT BETWEEN MICHAEL LASZAR (DBA AXEL'S BONEYARD LLC), AND THE COUNTY OF PLUMAS FOR DISMANTLING SERVICES UNDER THE ABANDONED VEHICLE ABATEMENT PROGRAM

RECOMMENDATION:

1. Approve and authorize the Chair to sign contract between Plumas County and Michael Laszar, dba Axel's Boneyard LLC, for dismantling services under the Abandoned Vehicle Abatement Program; not to exceed \$10,000 dollars; approved as to form by County Counsel.

BACKGROUND:

Dismantling services are a critical part to be able to maintain the operation of the Abandoned Vehicle Abatement Program. Since the AVA programs reimplementation County Code Enforcement has managed to remove over 40 abandoned vehicles with more vehicles currently tagged for removal. The Abandoned Vehicle Abatement Program pays costs for all dismantling services, with no contributions from the general fund. The office building at Axel's Boneyard facility was destroyed in the Dixie fire, but the owner has plans to be back up and running as soon as possible, to not only provide services to the Abandoned Vehicle Abatement program, but to also assist in any way they can with the storage and removal of vehicles lost to the Dixie fire.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'C. White'.

Charles White
Director of Building Services
County of Plumas

Agreement for Vehicle Abatement Services

This Agreement is made and entered this ____ day of ____, 2021, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and Axles Boneyard LLC, a sole proprietorship (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 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. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2021, to date of approval of this Agreement by the Board of Supervisors.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and comply with all applicable terms of state and federal laws and regulations, all applicable grant-funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies, including those governing licensed vehicle dealers and auto towing.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms

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

- e. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty 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.
- f. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- g. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained.

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

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

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

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

County:

Code Enforcement

County of Plumas

555 Main Street

Quincy, CA 95971

Attention: Charles White (Building Services Director)

Contractor:

Axles Boneyard LLC

318 Ann Street

P.O. Box 123

Greenville, CA 95947

Attention: Michael Laszar

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

aw COUNTY INITIALS

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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.

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

CONTRACTOR:

Axles Boneyard LLC,

By: 

Name: Michael Laszar

Title: Sole Member

Date signed:

By: _____

Name:

Title:

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 of Supervisors

APPROVED AS TO FORM:



Sara James

~~Deputy County Counsel~~

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

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

2. TOW PROCESS – ALL ABATEMENTS


A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 284-7221, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

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

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

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

 COUNTY INITIALS

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

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

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

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

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

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."

B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

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4. DISPOSITION OF VEHICLES

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

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

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

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

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

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

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

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

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

5. RECORDS, AUDITS AND REPORTS

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

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

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

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

6. MOTOR CARRIER PERMIT

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

7. TOW TRUCK DRIVER REQUIREMENTS

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

B. Criminal Convictions as Prohibition from Performing Services:

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

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

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

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

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

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9. TOW TRUCKS – REQUIRED INSPECTIONS

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

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

10. PUBLICATION OF DOCUMENTS AND DATA

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

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck)	\$750 hour
Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate	
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility (other than the minimum 15 days required by California Vehicle Code), an additional towing fee will not be paid from the towing facility to the dismantling facility.

PLUMAS COUNTY SERVICE
AUTHORITY FOR THE ABATEMENT
OF ABANDONED VEHICLES

DISMANTLING

SERVICE
AGREEMENT
AND
CONTRACT

This agreement and contract made and entered into this ____ day of ____, 2021, by and between the County of Plumas, a political subdivision of the State of California ("County") and [CONTRACTOR] a sole proprietorship doing business as Axles Boneyard LLC.

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

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

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

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

PLUMAS COUNTY

VEHICLE DISMANTLER SERVICE AGREEMENT AND CONTRACT

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

2. TERM

This agreement is effective July 1, 2021, and shall continue in effect until June 30, 2022, unless terminated earlier as provided herein. The governing board of the County hereby approves and ratifies this agreement as of the effective date of July 1, 2021 and hereby approves for payment the services shown in the attached Exhibit "A"

3. SERVICE DISTRICTS

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

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

4. DISMANTLING OPERATORS

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

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

5. BUSINESS RECORDS

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

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

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

6. INVOICES AND BILLING

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

7. FINANCIAL INTEREST

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

8. RESPONSE TO SERVICE NEEDS

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

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

9. STORAGE FACILITY

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

10. RATES

- A. Fees charged for services provided the County shall be reasonable and not in excess of those rates charged for similar serviced provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The Operator shall submit retail rates to the County for services originating during normal business hours and for services, such as property releases, originating after business hours. The County shall determine the validity and reasonableness of the submitted rates.
 - a. Validity will be based upon factors such as: telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate exceeding the lesser of an operator's usual customary retail rate quoted over the phone or posted in the company office will be considered invalid and will not be accepted.
 - b. Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive shall be allowed to re-submit rates only once.
2. The charge for after-hours release shall be no more than one and one-half times the hourly rate, and shall only be allowed on weekends, holidays, and outside normal business hours.
3. Fees for Special Operations
 - a. For County directed dismantling of unique or problematic vehicles requiring uncommon disposal methods, the operator shall, at the direction of the County, submit fee proposals for such vehicle dismantling and any special processing requirements. Fees shall be reasonable, reflective of actual costs of the service and consistent with fees imposed by other operators for similar operations within the industry.
 - b. The County shall determine the reasonableness of the fee proposals based on the aggregate of information submitted and cost reports for similar services available for comparison. .
 - c. If an operator performs a requested service for which a required rate was not submitted and approved by the County, the operator shall only be entitled to charge for the actual cost of that service plus 10 percent.
- B. Rate requirements represent the maximum an operator may charge for a County response. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.
- C. No operator or employee shall refer to any rate as required or set by the County.
- D. Payments For Vehicles
 1. During any periods where the operator is paying the public for vehicles for salvage, payments for vehicles delivered for disposal at County direction shall be made directly to the County. Said payments shall be accompanied by invoices showing the payment. Such invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.

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

11. COLLUSION

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

12. INSURANCE

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

by the named insured for the County.

- B. Proof of insurance shall be in the form of a certificate(s) of insurance. Certificates must be provided to the County prior to the effective date of this Agreement and Contract. If requested by County in writing, the Operator shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time
- C. The operator's insurance policy shall provide for not less than 30 days written notice to the County in the event the insurance policy is canceled, limited, is due to expire or is non-renewed.
- D. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement and Contract shall be cause for immediate termination of said Agreement and Contract.
- E. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

13. DEMEANOR AND CONDUCT

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

14. COMPLIANCE WITH LAW

- A. The dismantler and employees shall, at all times, comply with federal, state and local laws and ordinances.
 - 1. Any violation of law resulting in disciplinary action against an operator or employee by the Department of Motor Vehicles may be cause for suspension or termination, at the discretion of the

County, of the operator's Agreement and Contract.

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

15. COMPLIANCE WITH THE AGREEMENT AND CONTRACT

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

16. DISCIPLINARY ACTION

- A. The County shall take disciplinary action against operators for violations investigated and confirmed or sustained. Unless otherwise noted, the County shall determine the period of suspension. The County shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement and Contract.
 1. Records of confirmed or sustained violations shall be retained by the County for at least 36 months.
 2. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension or immediate termination of the Agreement and Contract. Any suspension will remain in effect until the period of suspension designated by the County is completed. A mandatory condition of reinstatement of any operator suspended or terminated for this violation shall be proof, presented to the County, of reimbursement to the aggrieved customer(s).
 3. County personnel shall not be offered gratuities and requests for gratuities shall not be honored by tow company operators, employees, or associates of the company. A violation of this section shall

be cause for immediate suspension or termination.

4. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.
5. Failure of the operator or employee to comply with Section 13, Demeanor and Conduct, and/or Section 14, Compliance with Law, may be cause for suspension if deemed appropriate by the County.

17. TERMS OF DISCIPLINARY ACTION

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

18. APPEAL AND HEARING

- A. In the event the County notifies the operator of disciplinary action, the operator may appeal by

requesting a hearing within seven (7) calendar days of such notice by submitting a written request to the County. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the County Board of Directors, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position. The operator shall be further entitled to present testimony of at least one qualified person. The operator shall be notified in writing of the Board's decision(s) within ten (10) business days of the date of completion of the hearing.

1. A disciplinary action shall not take effect until the appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the public or who continue to violate the terms and conditions of this Agreement and Contract. If an operator fails to request a hearing within the specified time or fails to appear at a scheduled hearing, the action initiated by the County shall be final and the disciplinary action shall take effect upon written notification to the operator.

19. AGREEMENT AND CONTRACT REVIEW

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

20. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial

connection with the County, the County of Plumas or the City of Portola.

21. TERMINATION

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

22. MISCELLANEOUS PROVISIONS

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

County:

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

Operator:

Axles Boneyard LLC
Attention: Michael Laszar
318 Ann Street, P.O. Box 123
Greenville, CA 95947

- E. Entire Agreement. This Agreement and Contract constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement and Contract.
- F. Severability. If any provisions of this Agreement and Contract are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement and Contract or render it meaningless, the Agreement and Contract shall be deemed canceled.
- G. Independent Contractor. Operator is an independent contractor and no employment relationship between Operator and County is created by this Agreement and Contract. This Agreement and Contract is not an agency agreement, and Operator is not the agent of Services Authority for any purpose whatsoever. Operator is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. No employee or independent contractor of Operator shall become an employee or agent of County by virtue of this Agreement and Contract or the services performed hereunder.

H. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), the County, County of Plumas, and City of Portola shall not be liable for, and Operator shall defend and indemnify County, County of Plumas, and City of Portola, and their respective officers, agents, employees, and volunteers (collectively "Authority Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Operator or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of Authority Parties. Operator shall have no obligation, however, to defend or indemnify Authority Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of Authority Parties.

23. OPERATOR APPROVAL

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

CONTRACTOR:

Axles Boneyard LLC,

By: _____

Name: Michael Laszar

Title: Sole Member

Date signed:

By: _____

Name:

Title:

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 of Supervisors

APPROVED AS TO FORM:



~~Sara Jones~~

Deputy County Counsel

Exhibit "A"

Dismantling and disposing of motorhomes, RV's, trailers, and boats	\$55 per foot
Individual Tires	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE



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

DATE: September 8, 2021

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KA*

SUBJECT: Approval of the contract between Plumas County Probation Department and Track Group, Incorporated.

Recommendation

Approve and authorize the Chair to sign the contract with Track Group, Incorporated for full continuum of GPS monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders.

Background and Discussion

Due to County policy and changing technology, the Plumas County Probation Department issued a Request for Proposals (RFP) on May 18, 2020. Track Group Incorporated has accepted Plumas County's Probation RFP award and will extend support, resources, collaborative relationships, monitoring products, including GPS, InTouch Smartphone application and Domestic Violence EMPOWER application. Contracted amount for FY21-22 shall not exceed \$25,000 during the term of July 1, 2021 to June 30, 2022.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

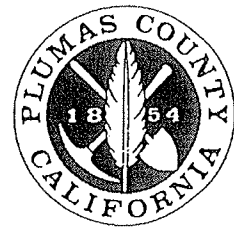


Keevin Allred
Chief Probation Officer

County of Plumas

Department of Probation

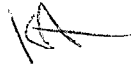
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Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

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 Track Group, Incorporated an Illinois Corporation, which will do business in California as Track Group, Incorporated, (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 Five Thousand Dollars (\$25,000).
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 Track Group, Inc. 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. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

____ COUNTY INITIALS

CONTRACTOR INITIALS

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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 is 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.

____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS

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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:

Plumas County Probation
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Chief Probation Officer Keevin Allred
Telephone: (530) 283-6200


Contractor:

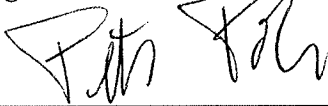
Track Group, Inc.
Attn: Derek Cassell
200 E. 5th Avenue, Suite 100
Naperville, IL 60563
Telephone: (847) 867-8824

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 \$25,000, 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.

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


CONTRACTOR:

By: 
Name: Derek Cassell
Title: Chief Executive Officer
Date signed: 9/8/21

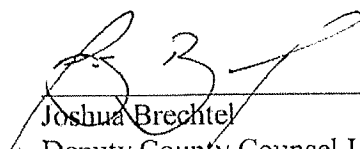
By: 
Name: Peter Poli
Title: Chief Financial Officer
Date signed: Sept 8, 2021

COUNTY:

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

By: 
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 9-13-21

Approved as to form:

 8/20/21
Joshua Brechtel
Deputy County Counsel I

By: _____
Name: Jeff Engel
Title: Board of Supervisors – Chair
Date signed:

ATTEST:

By: _____
Title: Clerk of the Board of Supervisors
Date signed:

EXHIBIT A

Scope of Work

Track Group, Inc. can provide a full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders. For the Plumas County Probation Department, Track Group, Incorporated will extend support, resources, and collaborative relationships by providing monitoring products, including GPS and customer support, InTouch Smartphone application and Domestic Violence EMPOWER application.

EXHIBIT B

Fee Schedule

See attached.

____ COUNTY INITIALS

CONTRACTOR INITIALS *prc* *J. C.*

TRACK GROUP PRICE SHEET: PLUMAS COUNTY 2021-2022

Consumables and Services Rates Schedule

Type	Details			Comments
	Price Per Unit Per Day		Idle Rate* Per Unit Per Day	
ReliAlert Premium – 1 Minute	\$4.00		\$1.00	
ReliAlert Standard –1 Minute	\$3.05		\$1.00	
ReliAlert Passive	\$2.90		\$1.00	
DV App (EMPOWER)	\$2.00		n/a	
InTouch Smartphone App	\$1.50		n/a	

***Idle Rate:** An idle rate, of \$1.00 per unit/per day, will be charged on devices over the allowed 1 unit minimum or 30% on idle active devices, whichever is greater.

Allowances: Allowances are provided at the discretion of CONTRACTOR.

Equipment & Consumable Schedule

ReliAlert Cuffs	\$45.00	Shadow AC Adapter	\$6.00
ReliAlert Strap	\$10.00	Shadow Cable	\$3.00
Power Cord/Break Away	\$0	Shadow Locking Pins	\$0.25
Break Away Cable	\$0	Shadow Strap	\$6.00
Tamper Caps	\$0	BACtrack	\$130.00
Measuring Tool	\$1.00	BACtrack Mouthpiece	\$5.00
Torque Driver	\$33.00	Shadow Strap Cutting Tool	\$35.00
Torque Driver Adapter	\$9.65	BACtrack Cell Phone	\$100.00
Driver Bit	\$10.00	BACtrack Power Adapter	\$5.00
ReliAlert Device	\$975.00		
Device Shell	\$100.00		
Beacon	\$105.00		
Shadow Device	\$600.00		

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PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

John Mannle, P.E., Director

Joe Blackwell, Deputy Director

CONSENT AGENDA REQUEST

for the October 5, 2021 meeting of the Plumas County Board of Supervisors

Date: September 27, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle".

A Subject: Request authorization from the Board to purchase a replacement Caterpillar Grader

BACKGROUND:

This Agenda Request pertains to the need by the Department of Public Works to replace a 140M Caterpillar Grader that was burned in the Dixie Fire near Chester during the first week of August 2021.

The cost of a new, replacement grader is \$428,998.70.

Public Works obtained sole source approval to purchase a snow ready Caterpillar motor grader per quote 134331-02. Trindel Insurance has agreed to fund this new grader less a \$100,000 deductible. The Department is seeking FEMA/OES funding to reimburse the cost of this deductible.

The submitted FY 2020-21 budget contains funds sufficient to purchase the replacement equipment.

Public Works staff has coordinated with the Auditor's Office and a Budget Transfer Form will not be required at this time.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works to purchase a replacement grader, using FY 2021-22 budget funds, with cost of \$428,998.70 to be reimbursed by Trindel Insurance Company less the \$100,000 deductible. Upon receipt, the reimbursed funds from Trindel are to be returned to the Road Fund.

Attachment: Caterpillar Grader Quote 134331-02

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



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for the October 5, 2021 meeting of the Plumas County Board of Supervisors

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Attachment: Sole Source Request
Caterpillar Grader Quote 134331-02

Subtotal	399,998.79
7.25% Tax	28,999.91
Freight	808 Quing
Total	428,998.70



134331-02

August 17, 2021

PLUMAS COUNTY ROAD DEPT
1834 EAST MAIN STREET
QUINCY, California 95971

Attention: JOE BLACKWELL



Dear Joe Blackwell,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Cat Model: 140JOY-BR Motorgraders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:	SERIAL NUMBER:	YEAR:	SMU:
---------------	----------------	-------	------

Thank you for your interest in Cashman Equipment and Caterpillar products for your business needs. Our goal is to be a value added partner in your success. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Deric Wagner
Machine Sales Representative
Cashman Equipment Company
DericWagner@cashmanequipment.com
775-842-3953

One (1) New Cat Model: 140JOY-BR Motorgraders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Air cleaner, dual stage dry type radial -seal with service indicator and -automatic dust ejector -Air-to-air after cooler (ATAAC) -Belt, serpentine, automatic tensioner -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, Automatic -Drain, engine oil, ecology -Electronic over-speed protection -Parking brake, multi-disc, sealed and -oil cooled. -Sediment drain, fuel tank. -Transmission, 8 speed forward and -6 speed reverse, power shift, direct -drive -VHP Plus (Variable Horse Power Plus) -

ELECTRICAL -Alarm, back-up -Alternator, 150 ampere, sealed -Batteries, maintenance free, heavy -duty, 1125 CCA -Breaker panel, ground accessible -Electrical hydraulic valves -Electrical system, 24V -Grade Control Ready (Cab harness, -software, electrical hydraulic valves, -bosses and brackets) -Lights, reversing -Lights, roading, roof-mounted, -stop and tail, LED -Starter, electric

OPERATOR ENVIRONMENT -Air Conditioning with heater -Articulation, automatic return to center -Centershift pin indicator -Display, digital speed and gear -Doors, left and right side with wiper -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, -and hydraulic oil temp, DEF/AdBlue) -Joystick, adjustable armrests -Joystick gear selection, hydraulic -power steering hydraulic controls -(right/left, blade lift w/ float -position, blade sideshift and tip, -circle drive, centershift, front wheel -lean and articulation and steering) -Lights, night time cab -Messenger operator information system -Meter, hour, digital -Mirror, inside rearview, wide angle -Power port, 12V -Radio ready, entertainment -ROPS cab, sound suppressed -- 69dB(A) - ISO 6394 -Seat, cloth-covered, comfort suspension -Storage area for cooler/lunchbox -Throttle control, electronic -Windows laminated glass: --Fixed front with intermittent wiper --Door with intermittent wipers (3) -Windows tempered: --Left and right side wipers --Rear with intermittent wiper -Cab storage -

SAFETY AND SECURITY -Clutch, circle drive slip -Doors, 2 engine compartment, (two left -hand, two right hand) locking -Doors, 2 service, left and right locking -Ground level engine shutdown -Hammer (emergency exit) -Horn, electric -Lockout, hydraulic implement (for -roading and servicing) -Seat belt, retractable 76.2 (3") -Secondary steering -Tandem walkway/guards

TIRES, RIMS, AND WHEELS -A partial allowance for tires on -254mm x 609.6mm (10" x 24") multi-piece -rims is included in the base machine -price and weight.

FLUIDS -Antifreeze -Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT -Accumulators -brake -dual certified -Drawbar, 6 shoe w/replaceable wear strips -Fluid check, ground level -Fuel tank, 398 liters (105 gallon) -Ground level fueling -DEF/AdBlue Tank, 21 liters (5.5 gallon) -Hydraulic lines for base functions -Pump, hydraulic, high capacity -(98cc / 15 cu in) -Radiator, cleanout access -(both sides with swing doors) -SOS ports - engine -hydraulic --transmission -coolant -fuel -Tool box -Debris guard -

MACHINE SPECIFICATIONS

140 15A AWD MOTOR GRADER	577-3022
LANE 2 - AVAILABLE FROM PIRACICABA FACTORY	
LANE 3 - AVAILABLE FROM PIRACICABA FACTORY	
LANE 3 ORDER	0P-9003
GLOBAL ARRANGEMENT,LOW AMBIENT	385-9297
MOLDBOARD, 14' PLUS	349-3048
RIPPER/SCARIFIER	324-0889
COLD WEATHER PLUS PACKAGE AWD	394-4524
ACCUMULATORS, BLADE LIFT	358-9338
PRECLEANER, SY-KLONE	380-6775
ENGINE, TIER IV	567-4685
DRAIN, GRAVITY, ENGINE OIL	324-5328
BASE+6(WM,WT+F,DA1,DA2,FL,RIP)	481-8610
STARTER, ELEC, EXTREME DUTY	395-3547
LIGHTS, ARM, FOLD DOWN	536-9969
LIGHTS, ROADING, LED	550-6608
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
SEAT BELT	394-1492
NO CAT GRADE ARO	585-3097
CONTROL,AUTO ARTICULATION-DEMO	483-2354
JOYSTICK CONTROLS, BASIC	357-9151
TANK, FUEL, STANDARD	540-2373
FAN, STANDARD, AWD	585-8822
TIRES, 14.0R24 BS VSW * G2 MP	252-0710
ARTICULATION GUARD	368-6239
COOLANT, 50/50, -35C (-31F)	469-8157
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
LANGUAGE, ENGLISH	386-1254
DECALS, ENGLISH (U.S.)	442-9940
MOUNT,SNOW WING,FRAME RDY LED	551-6546
LIGHTS, WORKING, PLUS, LED	552-7285
LIGHTS, LED STROBE BEACON	604-3258
MOUNTING, WARNING LIGHT	361-3137
TRANSMISSION, AUTOSHIFT	396-3515
LIGHTS, SERVICE, INTERNAL	380-3070
HEADLIGHTS, FRONT, HIGH, LED	553-2589
CAMERA, REAR VISION	396-3921
MIRRORS, OUTSIDE HEATED 24V	344-0984
GUARD, TRANSMISSION	366-2459
HEATER, ENGINE COOLANT, 120V	249-5516
CIRCLE SAVER	521-3250
LIFT GROUP, FRONT MOUNTING	359-3925
LINES, RIPPER, ADDITIONAL	387-8664
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330
PLOW 168 HYD REV SNOW 1.5HPL	230-7086
LIFT GROUP, HYDRAULIC 1.5"	306-3024
WING 168/60 RM RIP HGHT ADJ M	483-5955
Install Wing & Front Lify Group	

Freight Included to Quincy Area
COMBINED REPAIR TIMES TEST, PDI, PROD LINK

WARRANTY & COVERAGE

Standard Warranty: 12 month/unlimited hours *All standard warranties include travel time & mileage for first twelve months. Scheduled Oil sampling is required during entire warranty period. Travel time & mileage is not included during the standard warranty period on Cat utility vehicles (UTVs).

Extended Coverage: 140 AWD-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)

SALES PRICE	\$399,998.79
SUBTOTAL	\$399,998.79
SALES TAX (7.25%)	\$28,999.91
EXTENDED COVERAGE	Included
GRAND TOTAL	\$428,998.71

F.O.B/TERMS:

Reno

Accepted by

Garrick Hudrick
COUNTY ADMINISTRATOR

on

7/10/21

ce Hll
Signature

4E2



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

John Mannle, P.E., Director

Joe Blackwell, Deputy Director

CONSENT AGENDA REQUEST

for the October 5, 2021 meeting of the Plumas County Board of Supervisors

Date: September 27, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle", is written over the "From:" line.

8 Subject: Request authorization from the Board to purchase a replacement Long Block Engine

BACKGROUND:

This Agenda Request pertains to the need by the Department of Public Works to replace a Long Block 3126E engine due to catastrophic engine failure August 4, 2021 on service truck 168. The mechanics report that the engine spun a crank bearing and scattered metal throughout the engine.

The cost of a new, long block replacement engine is \$13,605.99.

Informal bids were solicited from Cashman, Fleetpride and Tec Equipment. Cashman provided a quote for a short block for \$9,562.43 plus \$1,928.10 core, but could not quote a long block. Fleetpride quoted \$11,105.99 plus \$2,500 core for long block. Tec Equipment was not able to provide a quote. Although only one long block engine quote was received by Fleetpride, two other suppliers were contacted for quotes.

Due to the debris scattered throughout the engine, staff recommends replacing with a long block engine 3126E from Fleetpride.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works to purchase a replacement long block 3126E engine with purchase order, using FY 2021-22 budget funds, with cost not to exceed \$15,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



CONSENT AGENDA REQUEST

for the October 5, 2021 meeting of the Plumas County Board of Supervisors

Date: September 27, 2021
To: Honorable Board of Supervisors
From: John Mannle, Director of Public Works
Subject: Request authorization from the Board to purchase a replacement Long Block Engine

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Due to the debris scattered throughout the engine, staff recommends replacing with a long block engine 3126E from Fleetpride.

RECOMMENDATION:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works to purchase a replacement long block 3126E engine with purchase order, using FY 2021-22 budget funds, with cost of \$13,605.99.

NOT TO EXCEED \$12,500

Attachment: Fleetpride Quote

Mannle, John

From: PCPWShop
Sent: Wednesday, September 22, 2021 3:51 PM
To: Blackwell, Joe
Cc: Mannle, John
Subject: RE: Service Truck Engine

Hello Joe,

The quote received from Fleetpride is dated August 12, 2021. Due to possible price increase I requested a new quote to be valid for 30 days.

Once received I will proceed with the Purchase Order and provide the backup information for a soul source provider.

Eric

From: Blackwell, Joe
Sent: Wednesday, September 22, 2021 7:07 AM
To: PCPWShop <pcpwshop@countyofplumas.com>
Subject: FW: Service Truck Engine

FYI

From: Hydrick, Gabriel
Sent: Tuesday, September 21, 2021 10:38 PM
To: Mannle, John
Cc: Blackwell, Joe
Subject: RE: Service Truck Engine

Agreed. A few outfits were contacted and only one can provide the part. Thanks.

From: Mannle, John <JohnMannle@countyofplumas.com>
Sent: Tuesday, September 21, 2021 4:44 PM
To: Hydrick, Gabriel <GabrielHydrick@countyofplumas.com>
Cc: Blackwell, Joe <JoeBlackwell@countyofplumas.com>
Subject: FW: Service Truck Engine

Hi Gabriel,

See below. I would proceed with the engine purchase proposed for this unit.

Your thoughts?

It appears we would have to come in for a formal sole source approval.

John Mannle, P.E.
Director
Plumas County Department of Public Works
530-283-6498

From: Blackwell, Joe <JoeBlackwell@countyofplumas.com>
Sent: Tuesday, September 21, 2021 4:10 PM
To: Mannle, John <JohnMannle@countyofplumas.com>
Subject: FW: Service Truck Engine

I agree with Eric's recommendation, how do you want to proceed?

Joe

From: PCPWShop
Sent: Tuesday, September 21, 2021 3:39 PM
To: Blackwell, Joe
Subject: FW: Service Truck Engine

Hello Joe,

Below is the email from August 24, 2021. I contacted three reputable vendors and only one vendor was able to provide a quote for a Long Block 3126E. The other two vendors stated the 3126E Long Block engine is not available through their resources.

Due to the lack of availability and receiving only one informal quote from a reputable vendor I recommend to proceed with an approval of a waiver of competitive bidding from the Purchasing Agent and to approve the Purchase Order. I also recommend to proceed with Fleetpride (Sparks, NV) the lowest qualified informal quote not to exceed \$15,000.00. A \$2,500 core credit will be issued upon return of a good rebuildable engine core.

Note: Not included in the email below is the third vendor (Tec Equipment). They were not able to locate a Long Block 3126E, I'm waiting for a written confirmation.

Eric Braswell / Equipment Maintenance Supervisor
Plumas County Public Works
1834 East Main St.
Quincy, Ca 95971
(530) 283-6496
Fax: (530) 283-6017
pcpwshop@countyofplumas.com

From: PCPWShop
Sent: Tuesday, August 24, 2021 3:14 PM
To: Blackwell, Joe <JoeBlackwell@countyofplumas.com>
Subject: Service Truck Engine

Hello Joe,

On August 4, 2021 service truck #168 suffered a catastrophic engine failure while on a service call. Unit #168 was hauled back to the shop and it was determined the engine spun a crank bearing and scattered metal throughout the engine. I researched pricing and availability for a replacement 3126 engine and received a few quotes:

Cashman Short Block \$9,562.43 + \$1,928.10 core

Cashman Long Block N/A

Fleetpride Long Block \$11,105.99 + \$2,500.00 core

Due to the metal debris scattered throughout the engine I recommend to replace the engine with a Long Block.

Would you like me to proceed with the sealed bid procedure for a Long Block 3126?

Eric Braswell / Equipment Maintenance Supervisor
Plumas County Public Works
1834 East Main St.
Quincy, Ca 95971
(530) 283-6496
Fax: (530) 283-6017
pcpwshop@countyofplumas.com



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

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

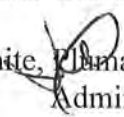
Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

4F

COPY

DATE: September 15, 2021

TO: The Honorable Board of Supervisors

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

SUBJECT: Approve Contract between Plumas County Tax Collector and Cal-Sierra Title Company

Recommendation: Approve and Authorize the Chair to sign Agreement between Plumas County Tax Collector and Cal-Sierra Title Company.

Background and Discussion: The Plumas County Tax Collector has been authorized by the Board to conduct a public auction of tax defaulted property. In accordance with Revenue and Taxation code all parties of interest have to be notified. The parties of interest are determined by public record and historically Cal-Sierra Title Company has provided title guarantees. The contract is not to exceed \$6,000. I respectfully request approval of the contract.

Thank you.

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 **Treasurer-Tax Collector's Office** (hereinafter referred to as "County"), and Cal-Sierra Title Company, 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 Six thousand Dollars (\$6,000.00).
 1. Term. The term of this agreement shall be from July 15, 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 Cal-Sierra Title Company from July 15, 2021 to the date of approval of this Agreement by the Board of Supervisors.
 2. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 3. 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.
 4. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

 COUNTY INITIALS

CONTRACTOR INITIALS 

5. 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.
6. 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.
7. 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.

8. 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

 COUNTY INITIALS

CONTRACTOR INITIALS 

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

9. 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.
10. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
11. 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.
12. Choice of Law. The laws of the State of California shall govern this agreement.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

 COUNTY INITIALS

CONTRACTOR INITIALS 

19. 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:

Plumas County Treasurer-Tax Collector
County of Plumas
520 Main Street, Rm 203
Quincy, CA 95971
Attention: Julie A. White

Contractor:

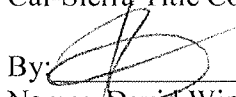
Cal-Sierra Title Company
295 Main Street
Quincy, CA 95971
Attention: David Windle

20. 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.
21. 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.
22. [Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County. **NOTE: Only for contracts in excess of \$10,000.]**

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

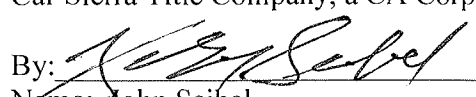
CONTRACTOR:

Cal-Sierra Title Company, a CA Corp.


By: 
Name: David Windle
Title: President
Date signed:

CONTRACTOR:

Cal-Sierra Title Company, a CA Corp.

By: 
Name: John Seibel
Title: Assistant Secretary
Date Signed:

 COUNTY INITIALS

CONTRACTOR INITIALS 

COUNTY:

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

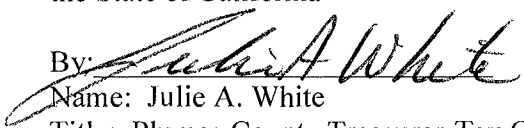
By: _____
Name: Jeff Engel
Title: Chair, Board of Supervisors
Date Signed:

ATTEST:

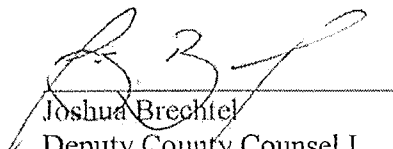
By: _____
Name: Heidi Putnam
Title: Clerk of the Board
Date Signed:

COUNTY:

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

By: 
Name: Julie A. White
Title: Plumas County Treasurer-Tax Collector
Date Signed:

Approved as to form:

 _____ 9/1/2021
Joshua Brechtel
Deputy County Counsel I

 COUNTY INITIALS

CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

**TITLE GUARANTEES FOR PARCELS SUBJECT TO SALE BY THE TAX
COLLECTOR**

 COUNTY INITIALS

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EXHIBIT B

Fee Schedule

**CAL-SIERRA TITLE IS PROVIDING TITLE GUARANTEES FOR EACH OF THE 58
PARCELS AT \$100.00 PER PARCEL**

 COUNTY INITIALS

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5A



*Alliance For
Workforce Development, Inc.*
Providing pathways to success
Serving Butte, Lassen, Modoc, Nevada, Plumas and Sierra Counties

**Alliance for Workforce
Development, Inc.**
**Operations & Program Highlights
in Plumas County**

Program Year 2020-2021

Presented by:
Valerie Bourque
Business Service Representative
vbourque@ncen.org
(530) 283-1606



Employment Numbers at a Glance



June, 2021



Plumas County **7.7%**



California **8.0 %**



United States **6.1%**

Discussion:

In 2020 Plumas County, the State of California, and the United States were experiencing a period of record-low unemployment. As of June, the Plumas County unemployment rate is **7.7%**, while the State and National rates are **8.0%** and **6.1%** respectively. However, these rates are calculated using Unemployment Benefit claims, which remains augmented by the **Pandemic Unemployment Assistance program (PUA)**. They likely do not provide a true “snapshot” of the Plumas County labor market with many people remaining on unemployment.

Our observation of the Plumas County job market shows a large number of openings that will remain unfilled beyond the tourist season. Employers report difficulty in filling positions. Our analysis finds that like many counties, unemployed individuals are choosing to remain on unemployment in light of health concerns, and the relatively large weekly PUA benefit amounts that have just ended. We predict many will return to the job market, now that the PUA program ended in early September 2021 and evacuation orders settle.



WIOA SERVICES

Plumas County Customers Served:

2,488

Job Search • Resume Assistance • Skills Testing • Classroom Training •
Career Exploration • On-the-Job Training (OJT)

Unique Plumas County Businesses Served:

75

Recruiting • Job Fairs • Labor Market Data • HR Consultation • Access to Untapped
Labor Pools • Rapid Response • OJT Training • 905 Individual Business Services

WIOA Funding Allocated to Plumas County Employers:

\$39,871.00

Wage reimbursements provided directly to employers who hire OJT Participants

From July 1, 2020 to June 30, 2021, AFWD served **2,488 customers** through our One Stop delivery model. Support was provided to **75 unique businesses** with recruiting, retention, training, and HR support; labor market data and analysis; strategic planning for sector growth; and a variety of other services. We reimbursed **\$39,871.00 in wages** back to employers using **WIOA On-The-Job-Training funds**. This vital funding allows Plumas County Employers to utilize the local labor pool by providing support to train and upskill local job seekers.

Conclusion & Looking Ahead

As Plumas County's America's Job Center of California, Alliance for Workforce Development's mission is to enhance economic vitality by creating a skilled, job-ready workforce, and a stable, prosperous business community throughout Plumas County. We appreciate our partners in the education, public, and private sectors who help make our mission possible.

As Plumas County residents and businesses navigate through reopening after the COVID-19 pandemic, we will continue to develop dynamic solutions to workforce and employment issues. We continue to expand and refine our online capabilities with tools like:

- ♦ **Virtual Workshops and Webinars**
- ♦ **Effective online recruitment through CalJOBS and Northstatejobs.com/afwd**
- ♦ **Social Media engagement with the community on Facebook, LinkedIn, Twitter, and Instagram**
- ♦ **Live assistance for job seekers and businesses on our website chat feature at www.afwd.org**
- ♦ **Personal Protection Equipment distribution**

We continue to advocate on behalf of Plumas County, in order to provide ongoing OJT training assistance for employers, vocational and classroom upskilling for workers, and Temporary Job Creation programs designed to mitigate the effects of COVID-19, while charging the local economy with wages.

We thank the Board for providing us the opportunity to present today, and thank Plumas County for partnering with us in creating *pathways to success*.

For more information on AFWD activities please visit www.afwd.org and click "CC Reports". Here you will find highlights of our work in the community. If you have any questions, please contact me at (530) 283-1606 or vbouque@ncen.org





INDEX OF PLANS

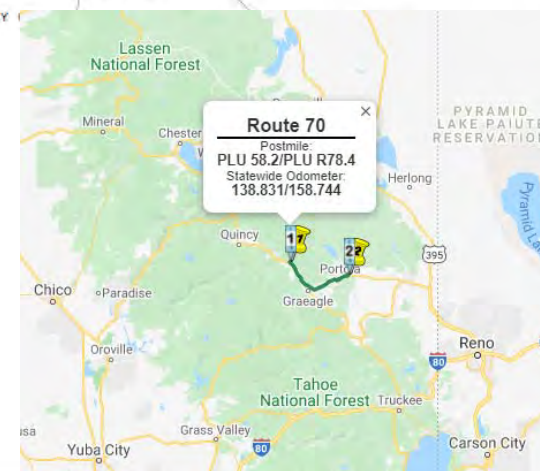
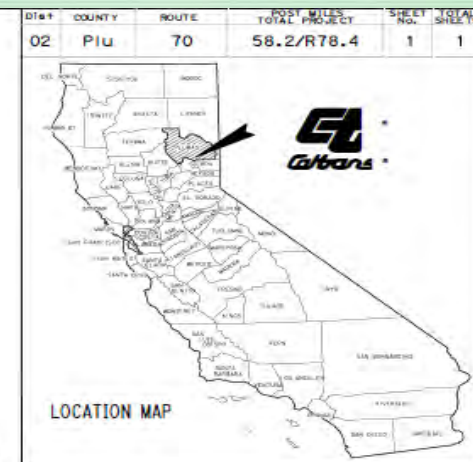
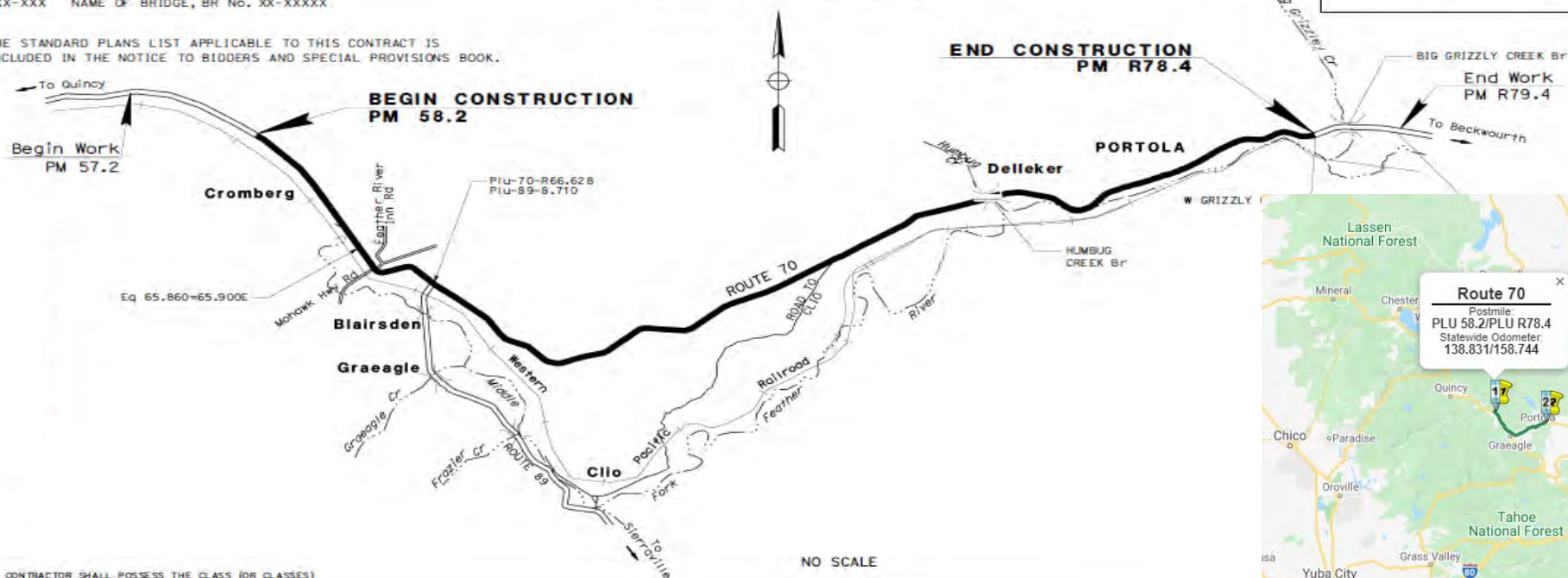
SHEET No.	DESCRIPTION
1	TITLE AND LOCATION MAP
X-X	TYPICAL CROSS SECTIONS
X	KEY MAP AND LINE INDEX
XX-XX	LAYOUTS
XX-XX	PROFILES AND SUPERELEVATION DIAGRAMS
XX-XX	CONSTRUCTION DETAILS
XX-XX	TEMPORARY WATER POLLUTION CONTROL PLANS
XX-XX	CONTOUR GRADING PLANS
XX-XX	DRAINAGE PLANS, PROFILES, DETAILS AND QUANTITIES
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XX	CONSTRUCTION AREA SIGNS
XX-XX	MOTORIST INFORMATION PLANS
XX-XX	STAGE CONSTRUCTION PLANS
XX-XX	TRAFFIC HANDLING PLANS AND QUANTITIES
XX-XX	PAVEMENT DELINEATION PLANS, DETAILS AND QUANTITIES
XX-XX	SIGN PLANS, DETAILS AND QUANTITIES
XX-XX	SUMMARY OF QUANTITIES
XX-XX	REVISED STANDARD PLANS
XX-XX	VENDOR DRAWINGS

STRUCTURES	
XX-XXX	NAME OF BRIDGE, Br No. XX-XXXX
XXX-XXX	NAME OF BRIDGE, BR No. XX-XXXXX

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED IN THE NOTICE TO BIDDERS AND SPECIAL PROVISIONS BOOK.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN PLUMAS COUNTY AT AND NEAR CROMBERG FROM GILL RANCH ROAD TO 0.2 MILE WEST OF BIG GRIZZLY CREEK BRIDGE IN PLUMAS COUNTY NEAR BLAIRSDEN FROM 0.4 MILE EAST OF LITTLE BEAR ROAD TO 0.4 MILE WEST OF ROUTE 89

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018



THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

Project Need & Purpose

Need

- The existing pavement through the project limits has exceeded its service life.
- Currently, less than 10 percent of the pavement is in good condition, and by 2024, 100 percent of the pavement will be in fair condition.
- The roadway exhibits poor ride quality, and preventative maintenance measures are no longer cost-effective.
- Many of the existing culverts are undersized or have met their service life and need to be replaced.
- Guardrail and roadside signs do not meet current design guidance.
- There are also several existing nonstandard roadway features, noncompliant ADA curb ramps, missing and damaged sidewalk, and the facility experiences a higher-than-average collision rate for total, fatal plus injury, and fatal collision types.

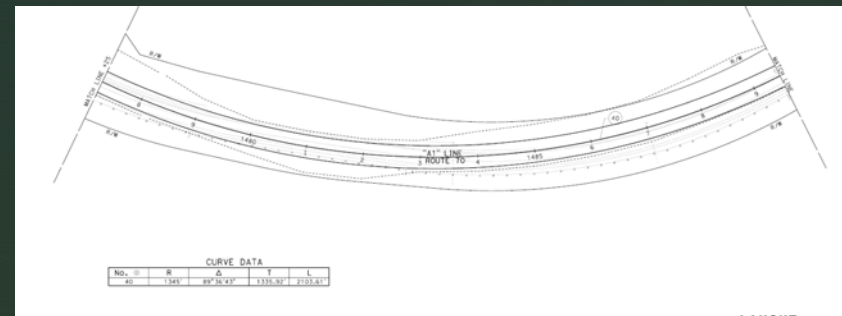
Purpose

The purpose of the Cromberg Rehabilitation Project is to reduce distressed lane miles, improve ride quality, prevent further extensive maintenance efforts, extend the pavement life of this segment of highway for a minimum of 20 years, and improve safety for all modes of transportation.

Planned Project Features – Curve Improvements

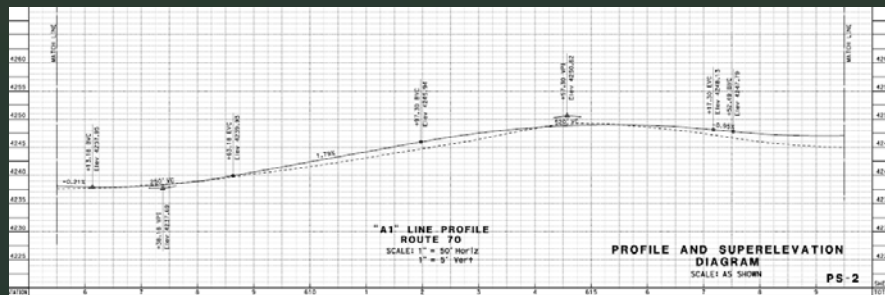
Horizontal Curves

- The proposed horizontal alignment matches the existing centerline for most of the project limits, but there are several locations where realignment of up to 20 feet is necessary to meet geometric design standards or to provide adequate width for lane and shoulder widening.



Vertical Curves

- Vertical curves will be lengthened throughout the project limits to improve sight distance and ride quality. The profile in these locations will be raised or lowered up to six feet.



Planned Project Features – Multimodal

Pedestrian and Bicycle Facilities

- Proposed shoulder widths will improve mobility for bicyclists.
- Within the City of Portola, broken and severely deteriorated sidewalk sections will be replaced to better accommodate pedestrians. Approximately 300 linear feet of new six-foot-wide sidewalk will be constructed to close a gap in the network between the recently built Dollar General store and Willow Street. There are also 24 curb ramps that will be reconstructed to meet ADA standards.
- *Caltrans is seeking input on whether to restripe the existing two lanes in each direction through Portola to instead one lane in each direction, a center double left turn lane, and a bike lane in each direction. Existing parking, sidewalk, curb and gutter, and pavement widths would be unaffected.*

Transit Facilities

- A paved pullout is planned near the C Road intersection (PM 69.38) as requested by the Plumas Unified School District to allow school buses to safely drop off and pick up students.
- The project engineer has reached out to Plumas Transit Systems which operates a transit service between Quincy and Portola to see if there are additional needs that could be addressed with the project.

Planned Project Features

– Drainage

▪ *Culverts*

- Nearly all the approximate 210 existing drainage systems within the project limits are proposed to be improved.
- 134 systems will be replaced due to their condition or insufficient hydraulic capacity.
- Approximately 37 culverts will be upsized to reduce the possibility of localized flooding or overtopping the highway. Three of these culverts will be designed to accommodate aquatic organism passage.
- In addition to the culvert replacements, there are approximately 15 culverts that will be rehabilitated using liners, 27 that will be extended, and nine that will be abandoned or removed.

▪ *Flooding*

- There are several documented rain events where storm water runoff overtopped the highway near the Sleepy Pines Motel at PM 75.0. To reduce the frequency of this overtopping, it is proposed to raise the highway profile approximately two feet at and upsize three drainage systems at this location.



Planned Project Features – Intersection Improvements

Three intersections will be improved to meet current design guidance. The earthwork and paving necessary to make these intersection improvements will be minimal.

Junction of State Routes 70 and 89

- The left-turn lane approach tapers and deceleration lanes at the SR 70/89 junction will be lengthened to meet current guidance, improve safety, and meet operational needs.

Feather River Inn Road and Mohawk Road Intersection

- There are two “T” intersections near each other at PM R66. Mohawk Road connects to SR 70 on the south side of the highway and Feather River Inn Road connects 500 feet east of Mohawk Road on the north side of the highway. The existing approach tapers and deceleration lengths for the left-turn lane from SR 70 to Mohawk Road will be lengthened.
- Plumas County has potential plans for a future project that will move the Feather River Inn Road connection to align with Mohawk Road, making a four-leg intersection at PM R65.97. A separate project, the Feather River Inn Road Intersection Project, is proposed to widen the SR 70 westbound shoulder at Mohawk Road to provide enough pavement width for right-turn lanes once the future County project is constructed. The Feather River Inn Road Intersection project will be combined with the Cromberg Rehabilitation project for one construction package.

Delleker Road Intersection

- The Delleker Road intersection at PM 74.18 will be improved to meet the guidance for left turn lane taper lengths. Deceleration lanes will also be lengthened to improve safety and meet operational needs.

Planned Project Features – Operational Features

Truck Climbing Lane Extension

- The truck climbing lane between PM 68.6 and PM 69.2 merges back to one lane approximately 1200 feet before the crest of the existing grade. This climbing lane will be extended to the top of the grade at PM 69.43. A bus stop pullout will also be constructed at the end of this climbing lane as discussed above.

Chain On Area

- A chain-on area with lighting will be constructed at the junction of SR 89. The chain-on area will be approximately 500 feet long by 20 feet wide and will be just west of the junction in the westbound direction.

Maintenance Sand House and Park & Ride Facility

- The Maintenance Sand House at PM 70.67 and the Park & Ride facility at PM R66.63 (SR 89 Junction) both have severely deteriorated pavement and will be repaved as part of the project.

Planned Project Features – Traffic Safety & Electrical

Signing and Striping

- There are approximately 160 roadside signs that will be replaced and seven turnable signs that will be reconstructed to meet current standards.
- New traffic stripes will mostly remain in their existing configurations.

Bridge Rail and Guardrail

- The bridge rail at the Humbug Creek Bridge is proposed to be replaced with a standard 42-inch high rail to improve safety. An architectural treatment is proposed to enhance aesthetics for roadway users and the community. Because the new rail is wider than the existing, the bridge deck will have to be widened approximately one foot on each side to maintain an eight-foot shoulder width.
- Existing metal beam guardrail will be replaced with MGS. Approximately 18,000 linear feet of new MGS will be installed throughout the project limits.

Electrical Work

- Replace traffic loops at five traffic count stations.
- Construct lighting improvements for the proposed westbound chain-on area at the 70/89 junction.
- Potential relocation of a traffic signal pole within the City of Portola.

Planned Project Features – Geotechnical

Earthwork

- Roadway realignment and widening will require constructing large cut and fill slopes.
- The current design balances cut and fill.
- Roadway excavation is estimated at 275,000 cubic yards.

Retaining Walls

- There are two locations that will likely require retaining walls to create the needed roadway width. The wall type will likely be a gabion basket wall pending further geotechnical evaluation.
- There are eight existing locations of rock-fall protection fencing on the existing cut slopes which are proposed to be moved and reconstructed to allow for expanded clear recovery zones and to have a more maintenance-friendly design.

Planned Project Schedule & Estimate

Project Schedule

- The Draft Project Report and Draft Environmental Document have been completed and are currently out for public review and comment. The comment period closes on August 2, 2021.
- The final project report and environmental document is anticipated to be completed by August 30, 2021.
- The project plans, specifications, and bid documents are anticipated to be completed by June 30, 2022, though there are risks that this schedule may need to be extended by several months.
- The project is anticipated to begin construction as soon as late fall 2022, but more likely in the spring of 2023. Construction is anticipated to last 3 years.

Project Estimate

- Escalated Construction Costs are currently estimated at just under \$91M.



Questions or Comments?

<https://dot.ca.gov/caltrans-near-me/district-2/d2-projects/d2-cromberg-rehab-public-notice>

Comments relating to this proposed project can be submitted in writing by August 2, 2021 to:

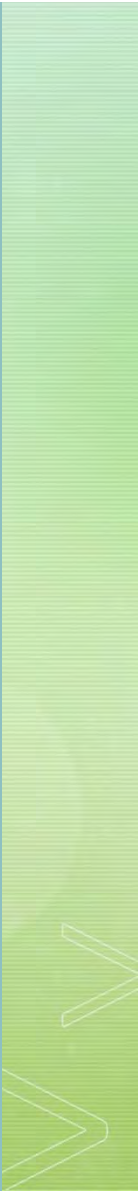
Caltrans Office of Environmental Management MS-30

Attn: Andre Benoist

1657 Riverside Drive

Redding, CA 96001

or by email at d2pio@dot.ca.gov or by phone at (530) 225-3426.



6B



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Date: September 27, 2021

To: Honorable Board of Supervisors

From: Dana Loomis

Agenda: Item for October 5, 2021

Description/Recommendation: Approve and Direct Human Resources to recruit for .875 FTE Head Cook for the Portola Nutrition Site due to retirement.

Background Information: As the Board is aware, Plumas County Public Health Agency receives funding from the Area Agency on Agency to provide low cost services to the elderly of Plumas County. These services include; providing nutritious meals at the congregate sites in Plumas County and delivery of meals to seniors who are homebound in Plumas County.

The Head Cook performs a wide variety of skilled quantity cooking and meal preparation and coordinates and manages all aspects of food service operation at a senior nutrition center. The Head Cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices. The Head Cook must be able to provide lead direction and train assistant cooks and other kitchen help.

A copy of the Critical Staffing Request is attached for your review. Please contact me should you have any questions, or need additional information. Thank you.

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HR-SS-Head Cook Portola & Critical Staffing 1314.doc



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



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

ARE POSITIONS CURRENTLY ALLOCATED? YES ☒ NO ☐

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

The Senior Services Division of the Plumas County Public Health Agency has had a vacancy due to retirement.

This position is critical to maintain adequate cooking, packaging, serving, and cleaning at the site.

- Can the department use other wages until the next budget cycle?

This position is budgeted and funded in the current year.

- What are staffing levels at other counties for similar departments and/or positions?

Counties vary in how Senior Nutrition services are delivered.

- What core function will be impacted without filling the position prior to July 1?

The Head Cook performs a wide variety of skilled quantity cooking and meal preparation and coordinates and manages all aspects of food service operation at a senior nutrition center.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

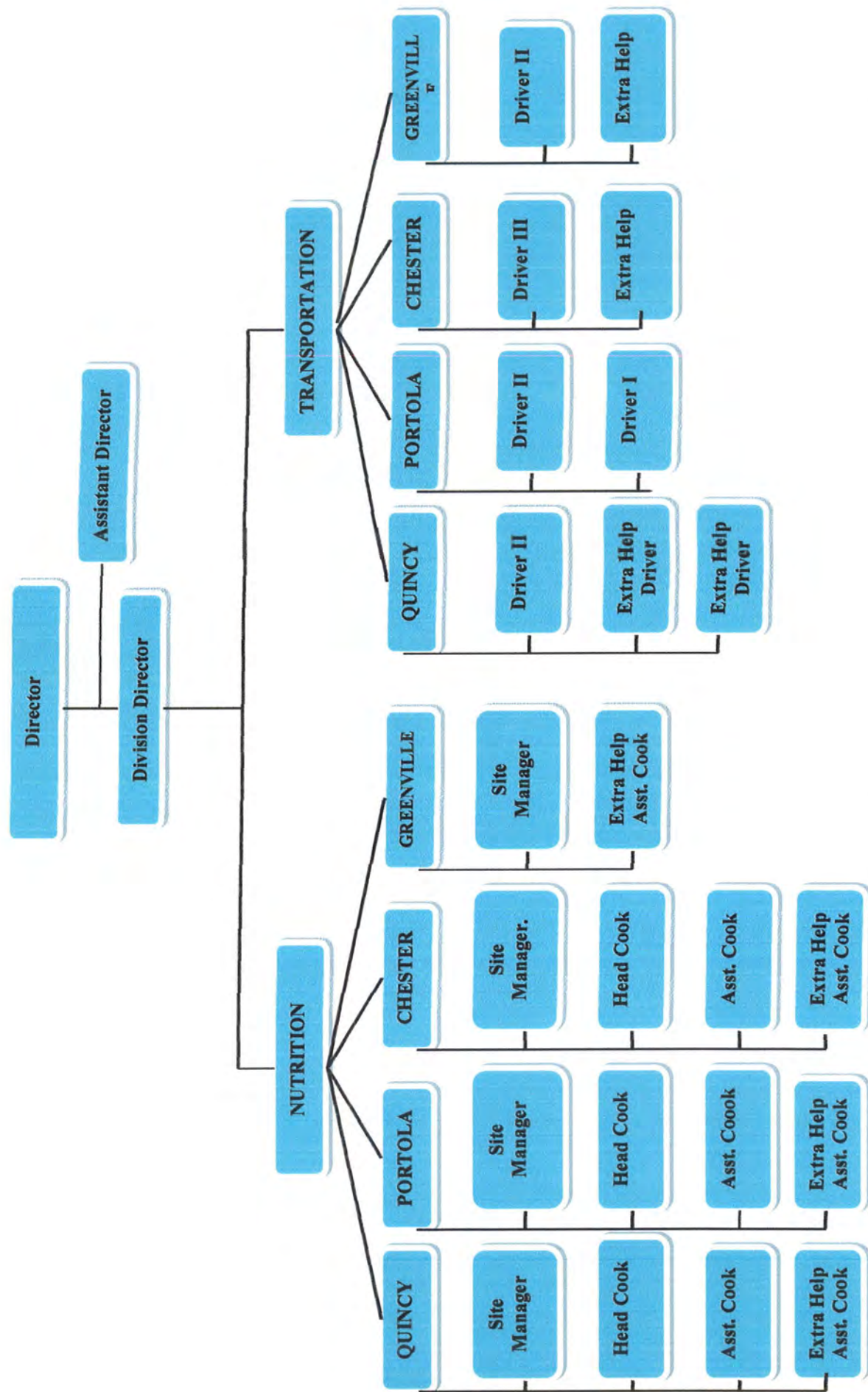
Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Any reductions to Senior Services impact older members of our communities far more than they would other county departments. Our current and potential budget reductions will not impact other county departments at this time.

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION

4



6C



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

AGENDA REQUEST

for the October 5, 2021 meeting of the Plumas County Board of Supervisors

Date: September 27, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle", is written over the "From:" line.

C Subject: Requesting Board approve to recruit and fill the Assistant Director of Public Works, (1 FTE funded and allocated position) and authorize the Human Resources Department to begin in-County promotional recruitment. Discussion and possible action.

BACKGROUND:

On April 6, 2021, the Assistant Director of Public Works was appointed Director of Public Works by the Board. The Department is now requesting to fill the vacant Assistant Director's position. The position will be advertised as an in-County promotional recruitment.

The Department is requesting that the Board of Supervisors approve the position of Assistant Director of Public Works (1 FTE funded and allocated position) and authorize the Human Resources Department to begin in-County promotional recruitment.

This position is funded and allocated in the FY21/22 Public Works budget.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

RECOMMENDATION:

The Public Works Department respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Assistant Director of Public Works.

QUESTIONS FOR STAFFING CRITICAL POSITIONS
WHICH ARE CURRENTLY ALLOCATED.

Public Works Assistant Director in the Administration Office

- Is there a legitimate business, statutory or financial justification to fill the position?
Assistant Director Position is critical to assist the Director and to assume Director Responsibility when the Director is not available.
- Why is it critical that this position be filled at this time?
Public Works has many road and bridge construction projects currently in progress and require the oversight of an Assistant Director.
- How long has the position been vacant?
Effective April 20, 2021.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 21/22 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1?
None
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
None
- Does the department have a reserve? **Yes - \$1,007,169**

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graph TD
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    DPW --- CE[COUNTY ENGINEER]
    DPW --- MDM[MANAGER, DEPENDENT SPECIAL DISTRICTS]
    DPW --- WWA[SOLID WASTE ADMINISTRATOR]
    DPW --- PWCD[DEPT. FISCAL OFFICER / ADMIN. SERVICES MANAGER  
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D. Bello > 07/20/21 (1) 0]
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    DPW --- CMF[CO-MANAGER, FLOOD CONTROL & WATER CONSERVATION DISTRICT]

    PWCD --- PC[PERMIT CENTER]
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<R.
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Director of Public Works
Revision Date: 09/22/21



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

6D

Memorandum

DATE: September 22, 2021
TO: Honorable Board of Supervisors
FROM: Sheriff Todd Johns *TJ*
RE: Agenda Items for the meeting of October 7, 2021

It is recommended that the Board:

Adopt Resolution authorizing the Sheriff to sign and execute a grant agreement for the Law Enforcement Equipment Grant Program with the Department of Parks & Recreation, Division of Boating & Waterways – Grant Number #C21L0614.

Background and Discussion:

Funding has been awarded in the amount of \$26,000.00 from the Department of Parks & Recreation, Division of Boating & Waterways for the purchase of a replacement motor for a boat used for the Sheriff's Boating Safety and Enforcement (BS&E) Program.

The agreement has been approved as to form by County Counsel.

A copy of the complete contract is on file with the Clerk of the Board for additional review.

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

WHEREAS, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED AS THE "BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANT PROGRAM FY 2021/22" FOR THE PLUMAS COUNTY SHERIFF'S OFFICE BOATING SAFETY & ENFORCEMENT PROGRAM, TO BE FUNDED AND ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS IS AUTHORIZED TO ACCEPT GRANT FUNDING PURSUANT TO, AND EXECUTE ON BEHALF OF THE BOARD OF SUPERVISORS, THE BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANT PROGRAM GRANT AGREEMENT (INCLUDING THE CONTRACTOR CERTIFICATION CLAUSES AND RECYCLING CERTIFICATION, AS WELL AS ANY ADDITIONAL DOCUMENTATION NECESSARY TO IMPLEMENT THE GRANT AGREEMENT) AND SUBMIT THESE DOCUMENTS TO THE DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS.

IT IS AGREED, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FINANCIAL AND PROCUREMENT REQUIREMENTS OF THE LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM AGREEMENT #C21L0614, AND THE RELATED EQUIPMENT PURCHASE CONTRACTS.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON _____, 2021 BY THE FOLLOWING VOTE;

AYES;

NOES;

ABSENT;

CHAIR SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Jeff Engel, Chair

ATTEST; SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Heidi Putnam, Clerk



ORIGINAL

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Plumas County Sheriff's Office
GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2021 / 22
GRANT NUMBER: C21L0614
GRANT AMOUNT: \$26,000.00
GRANT AGREEMENT TERM: October 1, 2021 through September 30, 2037
GRANT PERFORMANCE PERIOD: October 1, 2021 through November 30, 2022.


The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total state grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The following are attached and made a part of and incorporated into this grant agreement: Exhibit A Grant Terms and Conditions, Exhibit B General Terms and Conditions, Exhibit C Contractor Certification Clauses, Exhibit D Doing Business with California, Exhibit E Darfur Contracting Act, Exhibit F Recycled Content Certification, and Exhibit G Scope of Work/Budget (Application).

This grant award is funded by the Sport Fish Restoration and Boating Trust Fund, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 22 award, 3322FAS220106 to California; \$5,283,309.

Grantee: Plumas County Sheriff's Office Address: 1400 East Main St., Quincy, CA 95971 Name of Authorized Representative: Todd Johns Title of Authorized Representative: Sheriff Authorized Signature: Date: Name of Project Representative: Jeremy Beatley Phone: 530-283-6389 Email: jbeatley@pcso.net	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: One Capitol Mall, Suite 500 Sacramento, CA 95814 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
---	---

Approved as to form:


Sara James
Deputy Plumas County Counsel

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: Plumas County Sheriff's Office

THE TERM OF THIS AGREEMENT IS: October 1, 2021 through September 30, 2037

GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C21L0614

PURCHASE ORDER NUMBER:

CONTRACT NO C21L0614	AMENDMENT NO	SUPPLIER ID 0000002510		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$26,000.00	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 21	STATUTE 21	FISCAL YEAR 2021/22
BUSINESS UNIT 3790	INDEX 1706	OBJECT CODE 702	ACTIVITY CODE	ACCOUNT 5432000

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

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AYES;

NOES;

ABSENT;

CHAIR SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Jeff Engel, Chair

ATTEST; SIGNATURE: _____ **DATE:** _____

TYPED NAME AND TITLE: Heidi Putnam, Clerk

ORIGINAL

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Plumas County Sheriff's Office
GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2021 / 22
GRANT NUMBER: C21L0614
GRANT AMOUNT: \$26,000.00

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---	---

Approved as to form:

Sara James
Deputy Plumas County Counsel

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: Plumas County Sheriff's Office

THE TERM OF THIS AGREEMENT IS: October 1, 2021 through September 30, 2037

GRANT TITLE: LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

GRANT NUMBER: C21L0614

PURCHASE ORDER NUMBER:

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AMOUNT ENCUMBERED BY THIS DOCUMENT \$26,000.00	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 21	STATUTE 21	FISCAL YEAR 2021/22
BUSINESS UNIT 3790	INDEX 1706	OBJECT CODE 702	ACTIVITY CODE	ACCOUNT 5432000

**BOATING SAFETY
AND
ENFORCEMENT EQUIPMENT
GRANT AGREEMENT**

**Plumas County Sheriff's Office
C21L0614**



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

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EXHIBIT A
GRANT TERMS AND CONDITIONS

1. DEFINITIONS

- A. **"DEPARTMENT"**: The Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- B. **"EFFECTIVE DATE"**: The date the GRANT AGREEMENT face page is signed by the DEPARTMENT.
- C. **"EQUIPMENT"**: Boating-specific equipment or other support equipment used to implement or conduct boating safety and boating law enforcement activities. EQUIPMENT may also include PATROL BOAT.
- D. **"GRANT"**: Funds provided by the DEPARTMENT, from the Federal Recreational Boating Safety (RBS) Grant, to the GRANTEE to finance all or part of the PURCHASE COSTS for items that assist in meeting the purposes of the Boating Safety Equipment and Enforcement (BSEE) and RBS programs.
- E. **"GRANT AGREEMENT"**: The contract to which these grant terms and conditions are attached.
- F. **"GRANT PERFORMANCE PERIOD"**: The timeframe specified on the grant agreement face page which includes the agreement start date (effective date) and final date for purchasing and receiving equipment. .
- G. **"GRANTEE"**: The person or entity identified as the Grantee on the face page of the Agreement.
- H. **"GRANTEE FUNDS"**: Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.
- I. **"PATROL BOAT"**: A DEPARTMENT approved, registered vessel [with or without trailer and/or outboard motor] purchased for use in boating safety and law enforcement activities.
- J. **"PURCHASE COSTS"**: Those costs incurred by the GRANTEE in purchasing the EQUIPMENT/PATROL BOAT; such PURCHASE COSTS shall not include any operation or maintenance costs, nor any costs incurred prior to the EFFECTIVE DATE of this GRANT, nor any indirect or overhead costs claimed by the GRANTEE.

2. GENERAL

- A. This GRANT AGREEMENT shall not exceed the amount specified in this GRANT AGREEMENT and shall be used for the purchase of EQUIPMENT and/or PATROL BOAT for Boating Safety and Enforcement activities in accordance with all Exhibits incorporated and referenced herein.
- B. The term of this GRANT AGREEMENT shall begin on the EFFECTIVE DATE of the GRANT AGREEMENT and shall continue for SIXTEEN [16] YEARS from such date unless terminated in accordance with the terms and conditions of this GRANT AGREEMENT.
- C. No amendment or variation of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative of the DEPARTMENT and the GRANTEE. Oral understandings are not binding on any of the parties.

- D. EQUIPMENT/PATROL BOAT purchase shall be completed by the end of the PERFORMANCE PERIOD.
- E. GRANTEE hereby certifies that the obligations created by this GRANT AGREEMENT do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- F. This GRANT AGREEMENT is not fully executed until signed by the DEPARTMENT. Grantee may not go out to bid until GRANT AGREEMENT is fully executed and equipment specifications and cost estimates have been approved in writing by the DEPARTMENT.
- G. GRANTEE hereby certifies that during the performance of this GRANT AGREEMENT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of Disabled Veteran business participation goals as set forth in **Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification and, Contractor Certification Clauses.**
- H. GRANTEE shall continue with the responsibilities of this GRANT AGREEMENT during any dispute.
- I. GRANTEE acknowledges that failure to perform the duties and responsibilities under this grant may negatively impact the DEPARTMENT'S consideration of future grant applications for up to three (3) years.
- J. **Subvention agencies:** GRANTEES participating in the DEPARTMENT'S Subvention Financial Aid Program certifies that failure to fully spend subvention funding in the prior fiscal year will cause a negative impact in the DEPARTMENT'S consideration of future grant applications for up to three (3) years.
- K. **Annual Reports:** Grantee shall submit an Annual Report beginning August 31st, 2022 and each and every year by August 31 for the term of this agreement (16 years). Reports shall include maintenance records, number of hours BSEE equipment is used, additional equipment or modifications of any equipment or patrol boats, any loss or damage to equipment or patrol boat and a summary of boating accident reports submitted during the reporting year.
- L. GRANTEE is required to participate in at least one (1) outreach event per year, such as Operation Dry Water, to conduct boating under the influence (BUI) check-points and educate boaters on the importance of boating sober.
- M. GRANTEE shall submit accident reports to DBW within 30 days of responding to a boating accident in waterbodies within GRANTEE'S area of responsibility. Failure to do so may jeopardize future DBW funding for up to three (3) years.
- N. GRANTEE, representatives, agents or employees shall not act or represent themselves as officers, employees or agents of the DEPARTMENT in the performance of this GRANT AGREEMENT.

3. **PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT**

- A. Reimbursements must be requested on GRANTEE'S official agency letterhead and include:
- Amount requested in reimbursement
 - GRANT AGREEMENT number
 - Statement of acceptance of the vessel or equipment as meeting DBW's approved specifications
 - Certification that you complied with all procurement procedures outlined this agreement;

- Name of payee and address where payment is to be sent
- Location of performance (where the equipment will be used)
- Entity's congressional district and DUNS
- Signature of the person authorized in the resolution or minute order to execute the agreement
- Copies of brand name, description, make, model and serial number
- Proof of payment for purchase including invoices showing cost and sales tax
- For all motorized vessels: Department of Motor Vehicle (DMV) proof showing the DEPARTMENT as the legal owner and GRANTEE as the registered owner
- Certificate of Origin for all PATROL BOATS and trailers.

- B. GRANTEE shall request grant reimbursements no later than September 30, 2022 by mailing one (1) complete reimbursement request package to:

DBW
Attn: BSEE Grant Manager
4940 Lang Avenue Dock H
McClellan, CA 95652

Or by emailing (1) complete reimbursement request to the DBW assigned grant manager.

- C. No funds shall be reimbursed for purchases made prior to the EFFECTIVE DATE of this agreement.
- D. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval by the DEPARTMENT of the type and cost of the EQUIPMENT/PATROL BOAT.
- E. The DEPARTMENT will disperse the grant to the GRANTEE in arrears for the approved PURCHASE COST of the EQUIPMENT/PATROL BOAT
- F. The DEPARTMENT may withhold any grant disbursement if the GRANTEE fails to comply with any of the provisions of this GRANT AGREEMENT.

4. EQUIPMENT/PATROL BOAT OWNERSHIP

The DEPARTMENT shall be the legal owner of the EQUIPMENT/PATROL BOAT. The GRANTEE shall be the registered owner of PATROL BOAT or any other registered vessels purchased with GRANT FUNDS. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT/PATROL BOAT without the prior written approval of the DEPARTMENT.

5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT

- A. The GRANTEE shall use the EQUIPMENT/PATROL BOAT for the purpose of promoting recreational boating safety and boating law enforcement and shall keep the EQUIPMENT/PATROL BOAT available for search and rescue operations and other projects or programs supported by the federal government provided that such use will not interfere with the program for which it was acquired (CFR 200.313.c.2)
- B. The GRANTEE shall be responsible for the costs of operating and maintaining the EQUIPMENT/PATROL BOAT for fifteen (15) years from EFFECTIVE DATE of this GRANT AGREEMENT; the DEPARTMENT shall not be liable for such costs.
- C. The GRANTEE shall maintain the EQUIPMENT/PATROL BOAT in good repair according to all manufacturer recommendations and shall make all repairs necessary to keep EQUIPMENT/PATROL BOAT functioning through the term of the GRANT

AGREEMENT.

- D. The GRANTEE, at its own expense, agrees to repair or replace the EQUIPMENT/PATROL BOAT if it is damaged, destroyed or rendered useless prior to the expiration of this GRANT AGREEMENT.
- E. GRANTEE shall submit maintenance records to the DEPARTMENT with each annual report.
- F. The GRANTEE shall seek DEPARTMENT approval for the purchase and installation of additional equipment or modifications to any registered vessel purchased with grant funds. Complete and accurate records of all such modifications shall be reported to the DEPARTMENT in the GRANTEE'S annual report and made available to the DEPARTMENT or authorized representative for inspection upon request.
- G. Each GRANTEE shall report to the DEPARTMENT loss or damage to any equipment purchased with grant funds within 30 days of occurrence.
- H. Each GRANTEE shall ensure that any PATROL BOAT/EQUIPMENT purchased with grant funds is operated solely by qualified Boating Safety and Boating Law Enforcement Officers. Operators must fully comply with GRANTEE'S documented training and certification requirements to be deemed qualified, which shall include, at a minimum, receipt of a California Boater Card.
- I. GRANTEE shall obtain prior DBW approval before submitting requests for modification or survey of a grant-funded PATROL BOAT/EQUIPMENT to California Department of General Services (DGS).

6. TERMINATION OF GRANT AGREEMENT

- A. Either DEPARTMENT or GRANTEE may unilaterally terminate this GRANT AGREEMENT if a material breach of the GRANT AGREEMENT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.
- B. The GRANTEE may terminate this GRANT AGREEMENT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this GRANT AGREEMENT; such termination shall become effective NINETY [90] DAYS following receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.
- C. The DEPARTMENT may terminate this GRANT AGREEMENT immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS for purchase costs, if required, or if the GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.
- D. The DEPARTMENT has the option to void the GRANT AGREEMENT with 30 days' notice in the event grant funds are not appropriated or amend the GRANT AGREEMENT to reflect any unexpected reduction of grant funds.

7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT

If EQUIPMENT/PATROL BOAT is no longer needed or this GRANT AGREEMENT is terminated prior to the expiration of the term of the GRANT AGREEMENT:

- A. The GRANTEE shall deliver the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document(s) necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach

of this GRANT AGREEMENT which may be available to the DEPARTMENT.

- B. The GRANTEE shall be prohibited from receiving DEPARTMENT BSEE Grants for a period of three (3) years if EQUIPMENT/PATROL BOAT is not fully functional at time of termination.

8. **LIABILITY**

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this GRANT AGREEMENT.
- B. GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this GRANT AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subgrantees, subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this GRANT AGREEMENT.
- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

9. **WAIVER OF RIGHTS**

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this GRANT AGREEMENT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this GRANT AGREEMENT shall not be deemed to be a waiver with respect to any other default or matter.

10. **REMEDIES NOT EXCLUSIVE**

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this GRANT AGREEMENT for the enforcement of this GRANT 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.

11. **OPINIONS AND DETERMINATIONS**

Where the terms of GRANT AGREEMENT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, 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.

12. **PROCUREMENT PROCEDURES**

- A. The GRANTEE must use procurement procedures that reflect applicable State and local public procurement laws and regulations, provided that the procedures conform to applicable Federal law and the standards identified in 2 CFR §200.318.

There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance written approval by the DEPARTMENT. Procurement procedures used by the GRANTEE must conform to State law and regulations regarding **Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification, AND CONTRACTORS CERTIFICATION CLAUSES.** The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.

- B. Procurement for boats and other registered vessels must be conducted using Invitation for Bid and must adhere to the specific procurement standards identified by GRANTEE'S governing board regarding advertising, adequate purchase descriptions,

sealed bids, and public openings.

C. EQUIPMENT AND ELECTRONICS PROCUREMENT PROCEDURES:

Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of \$10,000 or more. The bids may be obtained over the phone, but must be verified with written documentation from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.

D. DEPARTMENT REVIEW

- (1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.
- (2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. and must retain such documents for four years after equipment acquisition for auditing purposes.

13. DISPOSITION OF EQUIPMENT/PATROL BOAT

In accordance with 2 CFR 200.313 e.1 and 2, upon completion of the term of the grant agreement, GRANTEE may continue to use EQUIPMENT/PATROL BOAT if needed. If EQUIPMENT/PATROL BOAT is no longer needed, an assessment must be done to establish the per-unit fair-market value. If the per-unit fair-market value is \$5,000 or less, EQUIPMENT/PATROL BOAT may be retained, sold, or otherwise disposed of by the GRANTEE with no further obligation to the DEPARTMENT. If the per-unit fair-market value exceeds \$5,000, GRANTEE must deliver equipment to the California Department of General Services (DGS) for sale at auction. Prior to delivering equipment to DGS, GRANTEE must receive approval from the DEPARTMENT to request that DGS complete an OFA6. Once DGS has completed the OFA6, GRANTEE will submit the OFA6 to the DEPARTMENT with an official letter requesting to surrender the vessel. The DEPARTMENT will provide the GRANTEE with an OFAM27 and instructions for delivering the EQUIPMENT/PATROL BOAT to auction via email. GRANTEE will deliver the EQUIPMENT/PATROL BOAT and OFAM27 to the auction as instructed by the DEPARTMENT. GRANTEE shall have the OFAM27 signed at the auction and shall return the signed OFAM27 to the DEPARTMENT.

14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT

If the GRANTEE has contributed funding in excess of the GRANT to the PURCHASE COSTS of the **EQUIPMENT/PATROL BOAT**, and in the event of a sale of the EQUIPMENT/PATROL BOAT after the expiration or termination of this GRANT AGREEMENT or the reversion of the EQUIPMENT/PATROL BOAT to the DEPARTMENT, then the proceeds of the EQUIPMENT/PATROL BOAT sale shall be distributed between the DEPARTMENT and the GRANTEE in proportion to their respective contributions of the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60 percent of the EQUIPMENT/PATROL BOAT sale proceeds and the GRANTEE would receive 40 percent.

15. FEDERAL TERMS, CONDITIONS AND REGULATIONS

This GRANT is funded by the Federal Recreational Boating Safety (RBS) Grant and as such, GRANTEE shall comply with all the governing regulations, namely 2 CFR 200. The most applicable of which have been included here for reference. For clarity, "Non-federal entity" shall be understood to be "DEPARTMENT" and "Award" shall be understood to be "GRANT".

GRANTEES are subject and must adhere to the provisions set forth in the 2020 DHS Standard Terms and Conditions which are available online at: https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf and made a part of this agreement by reference. GRANTEES are subject to and must adhere to the regulations set forth in the 2 CFR 200 available online at: <https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> and made a part of this agreement by reference.

16. COMPLIANCE WITH LAW, REGULATION AND POLICY

It is understood and agreed that the Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Coast Guard Code of Federal Regulations: 2 CFR identified in section §§ 200.318 General Procurement standards through 200.326 Contract provisions, 50 CFR 80 and 50 CFR 85, Equal Opportunity (41 CFR 60-1.4(b)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352) and all policies of DBW.

A. MANDATORY DISCLOSURES

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this award.

C. EQUAL OPPORTUNITY CLAUSE

During the performance of this grant, the grantee agrees to sections i-vii below:

- i. The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of this nondiscrimination clause.

- ii. The grantee will, in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency granting officer, advising the labor union or workers' representative of the grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the grantee's non-compliance with the nondiscrimination clauses of this grant or with any of such rules, regulations, or orders, this grant may be canceled, terminated or suspended in whole or in part and the grantee may be declared ineligible for further Government grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the grant.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- I. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- II. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

EXHIBIT B

General Terms and Conditions (GTC 04/2017)

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor /GRANTEE may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor/GRANTEE, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor/GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor/GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor//GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor/GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor/GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all GRANTEES, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor/GRANTEE in the performance of this Agreement.

6. **DISPUTES:**

Contractor/GRANTEE shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor/GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor/GRANTEE under this Agreement and the balance, if any, shall be paid to the Contractor/GRANTEE upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor/GRANTEE, and the agents and employees of Contractor/GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or

employees or agents of the State.

9. **RECYCLING CERTIFICATION:**

The Contractor/GRANTEE shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor/GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor/GRANTEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor/GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor/GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor/GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor/GRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:**

Time is of the essence in this Agreement.

13. **COMPENSATION:**

The consideration to be paid Contractor/GRANTEE, as provided herein, shall be in compensation for all of Contractor's/GRANTEE'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:**

The Contractor/GRANTEE by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor/GRANTEE shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor/GRANTEE acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor/GRANTEE 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 Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor/GRANTEE, 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.

17. **UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor/GRANTEE shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor/GRANTEE made a commitment to achieve small business participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor/GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor/GRANTEE received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor/GRANTEE; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT C

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed) Plumas County Sheriff's Office	Federal ID Number 94-6000528
By Authorized Signature:	
Printed Name and Title of Person Signing Todd Johns, Sheriff	
Date Executed	Executed in the County of Plumas

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

18.10 Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the

number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

18.40 Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

EXHIBIT D

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:**

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No 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.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) 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.
- 2) 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 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e)).

2. **LABOR CODE/WORKERS' COMPENSATION:**

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

3. **AMERICANS WITH DISABILITIES ACT:**

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **GRANTEE NAME CHANGE:**

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said

amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT E

Bid/Proposal Attachment regarding the Darfur Contracting Act of 2008

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act's certification requirements of bidders and proposers.

Exhibit E - DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3): YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED.

1. X We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)	Federal ID Number
Plumas County Sheriff's Office	94-6000528
By (Authorized Signature)	
Printed Name and Title of Person Signing Todd Johns, Sheriff	
Date Executed	Executed in the County of Plumas

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED

EXHIBIT F

SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

RECYCLED CONTENT CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that

I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Name and Title of Person Signing Todd Johns	Date Executed
Authorized Signature	Executed in the County of Plumas
Title Sheriff	Telephone Number 530 283 6375
Legal Business Name Plumas County Sheriff's Office	Federal ID Number 94-6000528

The Contractor hereby certifies under penalty of perjury, that {min_recycle_pct} percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

General**1 Applicant Information**

- a. Applicant Name Plumas County Sheriff's Office
b. Organizational Unit Plumas County Boat Patrol
c. Address 1400 East Main St.
d. Address 2
e. City Quincy State CA Zip 95971
f. Federal ID Number 94-6000528 Reference No. 0000002510
g. Agency Type
☐ City ☒ County
☐ State Agency ☐ District
☐ Other Public Agency

2 Project Information

- a. Project Name Re-power Patrol Boat
b. Is implementing agency same as Applicant ☒ Yes ☐ No
c. Implementing Agency Name
d. Project Start Date Oct-01-2021 End Date Nov-30-2022
e. Amount of Funds Requested \$26,000.00 Project Cost \$26,000.00

3 Contacts

a. Project Administrator

Name	Roni Towery				
Title	Financial Officer				
Mailing Address	1400 E. Main Street				
City	Quincy	State	CA	Zip	95971
Telephone	(530) 283-6396			Fax	
E-mail Address	ronitowery@countyofplumas.com				

1. **Minimum Qualifications**

Attach a Letter of Intent as required by Title 14. A template letter is in the 'Show Documents' area.

29238_0_14_Letter of
Intent Engine
Replacement
04062021.docx

As a subcontractor for this federal grant award, your agency must be registered in the Federal System of Award Management (<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>) Your agency's registration must be current in that system at the time you submit your application.

Attach a screenshot showing your registration is active. (A sample screenshot is available in the 'Show Documents' area)

29240_0_26_Plumas
Co Sheriff SAM
2021.docx

- 1 a. Do you have an active Boating Safety / Boating Law Enforcement Patrol? ☒ Yes ☐ No
- 1 b. What training and/or authorization does your agency have to perform boating safety and boating law enforcement in your jurisdiction? (max. 1024 characters) Harbors and Navigation Code 650.
- 1 c. Do you certify that you know you are required to submit all boating accidents as required in Section 656 of Harbors and Navigation Code for the 15-year grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future grant funds for up to 5 fiscal years. ☒ Yes ☐ No

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- | | | | | |
|---|--|--|--|--|
| <input checked="" type="checkbox"/> State Senate 01 | <input type="checkbox"/> State Senate 02 | <input type="checkbox"/> State Senate 03 | <input type="checkbox"/> State Senate 04 | <input type="checkbox"/> State Senate 05 |
| <input type="checkbox"/> State Senate 06 | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08 | <input type="checkbox"/> State Senate 09 | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11 | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13 | <input type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
| <input type="checkbox"/> State Senate 16 | <input type="checkbox"/> State Senate 17 | <input type="checkbox"/> State Senate 18 | <input type="checkbox"/> State Senate 19 | <input type="checkbox"/> State Senate 20 |
| <input type="checkbox"/> State Senate 21 | <input type="checkbox"/> State Senate 22 | <input type="checkbox"/> State Senate 23 | <input type="checkbox"/> State Senate 24 | <input type="checkbox"/> State Senate 25 |
| <input type="checkbox"/> State Senate 26 | <input type="checkbox"/> State Senate 27 | <input type="checkbox"/> State Senate 28 | <input type="checkbox"/> State Senate 29 | <input type="checkbox"/> State Senate 30 |
| <input type="checkbox"/> State Senate 31 | <input type="checkbox"/> State Senate 32 | <input type="checkbox"/> State Senate 33 | <input type="checkbox"/> State Senate 34 | <input type="checkbox"/> State Senate 35 |
| <input type="checkbox"/> State Senate 36 | <input type="checkbox"/> State Senate 37 | <input type="checkbox"/> State Senate 38 | <input type="checkbox"/> State Senate 39 | <input type="checkbox"/> State Senate 40 |

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- | | | | |
|---|--|--|--|
| <input checked="" type="checkbox"/> State Assembly 01 | <input type="checkbox"/> State Assembly 02 | <input type="checkbox"/> State Assembly 03 | <input type="checkbox"/> State Assembly 04 |
| <input type="checkbox"/> State Assembly 05 | <input type="checkbox"/> State Assembly 06 | <input type="checkbox"/> State Assembly 07 | <input type="checkbox"/> State Assembly 08 |
| <input type="checkbox"/> State Assembly 09 | <input type="checkbox"/> State Assembly 10 | <input type="checkbox"/> State Assembly 11 | <input type="checkbox"/> State Assembly 12 |
| <input type="checkbox"/> State Assembly 13 | <input type="checkbox"/> State Assembly 14 | <input type="checkbox"/> State Assembly 15 | <input type="checkbox"/> State Assembly 16 |
| <input type="checkbox"/> State Assembly 17 | <input type="checkbox"/> State Assembly 18 | <input type="checkbox"/> State Assembly 19 | <input type="checkbox"/> State Assembly 20 |
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| <input type="checkbox"/> State Assembly 33 | <input type="checkbox"/> State Assembly 34 | <input type="checkbox"/> State Assembly 35 | <input type="checkbox"/> State Assembly 36 |
| <input type="checkbox"/> State Assembly 37 | <input type="checkbox"/> State Assembly 38 | <input type="checkbox"/> State Assembly 39 | <input type="checkbox"/> State Assembly 40 |
| <input type="checkbox"/> State Assembly 41 | <input type="checkbox"/> State Assembly 42 | <input type="checkbox"/> State Assembly 43 | <input type="checkbox"/> State Assembly 44 |
| <input type="checkbox"/> State Assembly 45 | <input type="checkbox"/> State Assembly 46 | <input type="checkbox"/> State Assembly 47 | <input type="checkbox"/> State Assembly 48 |
| <input type="checkbox"/> State Assembly 49 | <input type="checkbox"/> State Assembly 50 | <input type="checkbox"/> State Assembly 51 | <input type="checkbox"/> State Assembly 52 |
| <input type="checkbox"/> State Assembly 53 | <input type="checkbox"/> State Assembly 54 | <input type="checkbox"/> State Assembly 55 | <input type="checkbox"/> State Assembly 56 |
| <input type="checkbox"/> State Assembly 57 | <input type="checkbox"/> State Assembly 58 | <input type="checkbox"/> State Assembly 59 | <input type="checkbox"/> State Assembly 60 |
| <input type="checkbox"/> State Assembly 61 | <input type="checkbox"/> State Assembly 62 | <input type="checkbox"/> State Assembly 63 | <input type="checkbox"/> State Assembly 64 |
| <input type="checkbox"/> State Assembly 65 | <input type="checkbox"/> State Assembly 66 | <input type="checkbox"/> State Assembly 67 | <input type="checkbox"/> State Assembly 68 |
| <input type="checkbox"/> State Assembly 69 | <input type="checkbox"/> State Assembly 70 | <input type="checkbox"/> State Assembly 71 | <input type="checkbox"/> State Assembly 72 |
| <input type="checkbox"/> State Assembly 73 | <input type="checkbox"/> State Assembly 74 | <input type="checkbox"/> State Assembly 75 | <input type="checkbox"/> State Assembly 76 |
| <input type="checkbox"/> State Assembly 77 | <input type="checkbox"/> State Assembly 78 | <input type="checkbox"/> State Assembly 79 | <input type="checkbox"/> State Assembly 80 |

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Congressional District 1 | <input type="checkbox"/> Congressional District 2 | <input type="checkbox"/> Congressional District 3 |
| <input type="checkbox"/> Congressional District 4 | <input type="checkbox"/> Congressional District 5 | <input type="checkbox"/> Congressional District 6 |

- | | | |
|--|--|--|
| <input type="checkbox"/> Congressional District 7 | <input type="checkbox"/> Congressional District 8 | <input type="checkbox"/> Congressional District 9 |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18 |
| <input type="checkbox"/> Congressional District 19 | <input type="checkbox"/> Congressional District 20 | <input type="checkbox"/> Congressional District 21 |
| <input type="checkbox"/> Congressional District 22 | <input type="checkbox"/> Congressional District 23 | <input type="checkbox"/> Congressional District 24 |
| <input type="checkbox"/> Congressional District 25 | <input type="checkbox"/> Congressional District 26 | <input type="checkbox"/> Congressional District 27 |
| <input type="checkbox"/> Congressional District 28 | <input type="checkbox"/> Congressional District 29 | <input type="checkbox"/> Congressional District 30 |
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| <input type="checkbox"/> Congressional District 37 | <input type="checkbox"/> Congressional District 38 | <input type="checkbox"/> Congressional District 39 |
| <input type="checkbox"/> Congressional District 40 | <input type="checkbox"/> Congressional District 41 | <input type="checkbox"/> Congressional District 42 |
| <input type="checkbox"/> Congressional District 43 | <input type="checkbox"/> Congressional District 44 | <input type="checkbox"/> Congressional District 45 |
| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48 |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51 |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 | |

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- | | | | | | |
|---------------------------------------|--|--------------------------------------|--|-------------------------------------|---|
| <input type="checkbox"/> Alameda | <input type="checkbox"/> Alpine | <input type="checkbox"/> Amador | <input type="checkbox"/> Butte | <input type="checkbox"/> Calaveras | <input type="checkbox"/> Colusa |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte | <input type="checkbox"/> El Dorado | <input type="checkbox"/> Fresno | <input type="checkbox"/> Glenn | <input type="checkbox"/> Humboldt |
| <input type="checkbox"/> Imperial | <input type="checkbox"/> Inyo | <input type="checkbox"/> Kern | <input type="checkbox"/> Kings | <input type="checkbox"/> Lake | <input type="checkbox"/> Lassen |
| <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Madera | <input type="checkbox"/> Marin | <input type="checkbox"/> Mariposa | <input type="checkbox"/> Mendocino | <input type="checkbox"/> Merced |
| <input type="checkbox"/> Modoc | <input type="checkbox"/> Mono | <input type="checkbox"/> Monterey | <input type="checkbox"/> Napa | <input type="checkbox"/> Nevada | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Placer | <input checked="" type="checkbox"/> Plumas | <input type="checkbox"/> Riverside | <input type="checkbox"/> Sacramento | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo | <input type="checkbox"/> Santa Barbara |
| <input type="checkbox"/> Santa Clara | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Shasta | <input type="checkbox"/> Sierra | <input type="checkbox"/> Siskiyou | <input type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Stanislaus | <input type="checkbox"/> Sutter | <input type="checkbox"/> Tehama | <input type="checkbox"/> Trinity | <input type="checkbox"/> Tulare |
| <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Ventura | <input type="checkbox"/> Yolo | <input type="checkbox"/> Yuba | | |

2. Citation Authority

- 2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 0
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 8
- How many hours per year do they work? 4,360
- Is this work seasonal or continuous? Seasonal
3. Does your boating safety and enforcement unit have citation authority? ☒ Yes ☐ No
- If YES, Code # 663.5 H&N
- a. How many boating safety related citations did your agency issue last calendar year? 56
- b. How many boating accidents did your agency respond to in the last calendar year? 6
- c. How many Search and Rescue missions did your agency perform in the last calendar year? 9
4. Does your boating safety and enforcement unit have arrest authority? ☒ Yes ☐ No
- If YES, Code # 663.5 H&N
- How many boating related arrests did you conduct last calendar year? 0
5. How many outreach events did your agency participate in to promote boating safety education last calendar year? Please list these events. 2

5a.

Event Name	Date of Event (optional)
Operation Drywater	July 2-5, 2020
USGS Aux. Safety/Carriage Requirement Inspections	Various

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

6. Jurisdiction Table

List All Waterbodies That Are In Your Jurisdiction and Fill in the Chart for Each

Waterbody	Size (area)	Boating activities (fishing, watersports, paddlecraft, etc.)	How many hours/year is this waterbody patrolled by your agency. If seasonal, list active months	Do you share jurisdiction on this waterbody	If shared jurisdiction, list other agency(s)
Lake Almanor	43.75	fishing, watersports, paddle craft etc	560	Yes	Ca F&W, USFS
Butt Lake	2.36	fishing, paddle craft etc	560	Yes	Ca F&W, USFS
Antelope Lake	1.5	fishing, watersports, paddle craft etc	560	Yes	Ca F&W, USFS
Bucks Lake	10.35	fishing, watersports, paddle craft etc	560	Yes	Ca F&W, USFS
Little Grass Reservoir	2.23	fishing, watersports, paddle craft etc	560	Yes	Ca F&W, USFS
Lake Davis	5.38	fishing, watersports, paddle craft etc	560	Yes	Ca F&W, USFS
Frenchman Lake	2.46	fishing, watersports, paddle craft etc	560	Yes	Ca F&W, USFS

7. **Clearly identify the top three safety issues in your jurisdiction and describe how the requested grant will address these issues.**

Personal Flotation Device- Either lacking enough PFDs on watercraft to accommodate passengers, using non coast guard approved PFDs, or not wearing PFDs when required by law.

Violation of Navigation Rules- Speed near shore, buoys, and/or swimmers. Operating a vessel inside hazard buoys. Anchoring outside of designated areas causing a hazard for navigation.

Negligent Operation- Lack of water ski observer or underage observer. Teak surfing and wake jumping. Sitting on transom, gunnel, or unrailed bow when boat is in operation. Underage operation of Personal Watercraft.

8. Inventory

List all patrol boats, PWCs and inflatables in your current inventory (County and State owned)

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Is this boat currently being surplus ed?	Is this a boat that was funded by a DBW Grant?	Vessel Status?
2,007	Boulton	4946XC	720	Lake Almanor	No	Yes	Operational
2,008	Boulton	4992XC	720	Lake Davis	No	Yes	Operational
2,005	Boulton	4689XC	720	Lake Almanor	No	Yes	Operational
2,009	Boulton	5193XC	720	Frenchman Lake	No	Yes	Operational
1,999	Jet Craft	4002XC	720	Butt Lake	No	Yes	Operational
1,997	Jet Craft	3747XC	720	Antelope Lake	No	Yes	Operational
1,991	Design Concepts	2939XC	720	Little Grass Valley Reservoir	No	Yes	Non-Operational
2,011	Boulton	5442XC	720	Bucks Lake	No	Yes	Operational

9. Project Type

Are you requesting a new Patrol Boat/PWC or Misc. Equipment.?

☐ New Patrol Boat/PWC☒ Equipment / Repairs

** All items purchased with funding provided by the Division of Boating and Waterways are for the exclusive use of the Boating Safety and Enforcement Unit.*

Misc Equipment Instructions**PLEASE READ THE FOLLOWING CAREFULLY**

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'MISC. EQUIPMENT' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'MISC. EQUIPMENT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

Misc. Equipment Items

11. Describe what you are requesting. You may group "like" items.

Item	Cost	Quantity	Total	Priority	Comments
Engine, Outdrive and Labor	25,000.00	1.00	25,000.00	1	
Axle and labor to install	1,000.00	1.00	1,000.00	2	
TOTAL			26,000		

Misc. Equipment Items Questions (Engine, Outdrive and Labor)**11. Item Details**

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific ☒ Yes ☐ No
items will not be funded.
- 11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

We are requesting a new motor, jet drive, axle and associated labor cost in this grant. By repowering this vessel, it will give us an opportunity to do the following: We will be able to enforce boating and safety regulations on several of the lakes in Plumas County when the primary vessel goes down for repairs. This seems to be occurring more frequent then in the past due to the increasing hours the vessels have accumulated over the years. Our fleet of 8 boats has between 2000-4500 hours on them and when one vessel goes down, it can take between 2-5 weeks for repairs due to locating parts and scheduling. This particular vessel because of the jet drive will also allow us to access parts of lakes during a search and rescue operation that normally could not be accessed by a vessel with an outboard due to the shallow draft and jet drive.

- 11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.

The negative impacts Plumas County Boating Unit would experience by not repowering this vessel would be the inability to patrol our lakes and conduct boating and safety enforcement when one of our vessels goes down for repairs. This vessel due to its length, shallow draft and jet drive, will allow ease in responding to critical incidents on one of our lakes or just transporting it to replace and boat that is down for repairs

- 11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- ☒ "Critical" (operations would cease without it)

- ☐ "Increased efficiency" (if it would save staff time, identify how much time)
- ☐ "Convenience" (it would make life a little easier)
- ☐ "Protection" of existing equipment (ex: shade structure, hoists to get the vessels out of the water, etc. to extend longevity)

Justification - include This vessel when not in use as a replacement vessel, will be centrally located and the percentage of time accessible for the use in a search and rescue incident if needed.
the equipment will be used for boating safety activities and the percentage of time it will be used for search and rescue.
(max. 300 characters)

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? ☐ Yes ☒ No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

This vessel's primary use will be as a replacement/substitute vessel. By repowering this vessel, it will allow us to use it on a number of lakes when the assigned vessel goes down for service or repairs. The ability to use it on small or large lakes makes this a viable vessel for any need. Logistically it would not be efficient or even impossible to borrow vessels from other agencies for use. Borrowing a vessel from another agency is almost impossible due to location/response time/immediate need/duration of need. This will hinder the loaning agency as well as removing critical personnel from our area to transport the borrowed vessel to the location of need. It is approximately 100 miles one way between our agency and our neighboring agencies so borrowing a vessel would be a large undertaking resulting in over extending both agencies involved.

11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

The repowering of this vessel will take any marine rated drop in motor and accessories including the jet drive. There are no specific brands or models needed for this particular application. It is simply standard upgraded replacement parts for a 1992 motor and jet drive and trailer repairs.

Misc. Equipment - Informational

- 11 h. What body(s) of water will this equipment be used on? Bucks Lake, Little Grass Reservoir, Lake Almanor

- 11 i. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? ☐ Yes ☒ No

If so, list activities and percentage of time vs. Recreational Boating Safety Enforcement
(max. 1024 characters)

11 j. Select the PRIMARY purpose this equipment will be used for:

- ☐ Search and rescue
- ☒ Enforcement of state and local measures
- ☐ Inspection of vessels
- ☐ Recovering drowned bodies
- ☐ Supervising organized water events

11 k. If this is search and rescue equipment (i.e. dive gear), how many boating-related emergencies did you respond to last year that required this type of equipment? Do not include non-boating emergencies (i.e. swimmers).

Misc. Equipment Items Questions (Axle and labor to install)

11. Item Details

11 a. Is this equipment general all-purpose gear? NOTE: person-specific ☒ Yes ☐ No
items will not be funded.

11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

By repowering this vessel, it will give us an opportunity to do the following: We will be able to enforce boating and safety regulations on several of the lakes in Plumas County when the primary vessel goes down for repairs. This seems to be occurring more frequent then in the past due to the increasing hours the vessels have accumulated over the years. Our fleet of 8 boats has between 2000-4500 hours on them and when one vessel goes down, it can take between 2-5 weeks for repairs due to locating parts . This particular vessel because of the jet drive will also allow us to access parts of lakes during a search and rescue operation that normally could not be accessed by a vessel with an outboard due to the shallow draft and jet drive.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.

The negative impacts Plumas County Boating Unit would experience by not repowering this vessel would be the inability to patrol our lakes and conduct boating and safety enforcement when one of our vessels goes down for repairs. This vessel due to its length, shallow draft and jet drive, will allow ease in responding to critical incidents on one of our lakes or just transporting it to replace and boat that is down for repairs.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- ☒ "Critical" (operations would cease without it)
- ☐ "Increased efficiency" (if it would save staff time, identify how much time)
- ☐ "Convenience" (it would make life a little easier)
- ☐ "Protection" of existing equipment (ex: shade structure, hoists to get the vessels out of the water, etc. to extend longevity)

Justification - include The vessel will be used for replacement purposes on several of our lakes. When not in use, it will be used for response to critical incidents by search and rescue.
the percentage of time use, it will be used for response to critical incidents by search and rescue.
the equipment will be
used for boating
safety activities and
the percentage of time
it will be used for
search and rescue.
(max. 300 characters)

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? ☐ Yes ☒ No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

This vessel will be used as a substitute for a vessel that goes in for major repairs so we will always have a presence on our lakes during our busy season. It will also be used for response to critical incidents if the incident requires a vessel of this type. Borrowing a vessel from another agency is almost impossible due to location/response time/immediate need/duration of need. This will hinder another agency as well as removing critical personal from our area to transport a borrowed vessel to the location of need. Because its approximately 100 miles one way in any direction to an agency that may have a spare vessel at the time of a critical incident, this is a burden that no agency can endure.

11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

There is nothing particular about the replacement motor and jet drive. The replacement parts are standard equipment that is used often through the marine community. A standard replacement motor and jet drive is not unique and will meet all of our needs for this particular vessel on the lakes that it will be used on. I have researched the cost of repowering and the costs do not vary much. I have found no less expensive routes to take to repower this vessel. Our agency does not have additional funding for the repowering of this vessel or axle replacement for this vessels trailer.

Misc. Equipment - Informational

- 11 h. What body(s) of water will this equipment be used on? Lake Almanor, Bucks Lake, Little Grass Reservoir

- 11 i. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? ☒ Yes ☐ No

If so, list activities and percentage of time vs. Search and Rescue
Recreational Boating Safety Enforcement
(max. 1024 characters)

- 11 j. Select the PRIMARY purpose this equipment will be used for:

- ☐ Search and rescue
☒ Enforcement of state and local measures
☐ Inspection of vessels
☐ Recovering drowned bodies

☐ Supervising organized water events

- 11 k. If this is search and rescue equipment (i.e. dive gear), how many boating-related emergencies did you respond to last year that required this type of equipment? Do not include non-boating emergencies (i.e. swimmers).

12 Previous BSEE Grants

	FY 20/21	FY 19/20	FY 18/19
Did your agency apply for a BSEE grant ?	Yes	No	No
Were you awarded a BSEE grant? (leave blank if No)	Yes		
Amount awarded: (List amount or leave blank if No or NA)	105,000.00		
Amount reimbursed: (List amount or leave blank if No or NA)	0.00		
List the Equipment Purchased: (List leave blank if No or NA)	Patrol boat		

Boating Safety and Enforcement Income

13. Revenue and Expenditures

Boat Tax Revenue	31,177.00
Other Revenue:	
a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	0.00
b) Any State boating funding sources, including DBW subvention:	0.00
TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET	31,177.00
TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT	132,511.00

14. If you participated in the subvention program, were all allocated funds expended in the previous closed year? ☒ Yes ☐ No ☐ NA
- If NO, state percentage of remaining funds. 4.00

Budget Detail for Boating Safety and Enforcement Equipment Grant - FY 2021 / 22

Agency: Plumas County Sheriff's Office
Application: repower patrol boat

Line Item	Qty	Rate	UOM	Total	Req Amount
1 Patrol Boat / Equipment					
Engine, repowers and replacements Notes : The cost to replace the motor, jet drive and associated labor costs for this project.	1.0000	25000.000	EA	25,000.00	25,000.00
Vessel Trailer Notes : The cost for the replacement of the boat trailer axle and associated labor costs.	1.0000	1000.000	EA	1,000.00	1,000.00
Total for Patrol Boat / Equipment				26,000.00	26,000.00
2 Adjustment					
TOTAL EXPENDITURES				26,000.00	26,000.00

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2021 / 22
 Agency: Plumas County Sheriff's Office
 Application: repower patrol boat

	Category	Total	Req Amount	Narrative
1	Patrol Boat / Equipment	26,000.00	26,000.00	
2	Adjustment	0.00	0.00	
TOTAL EXPENDITURES		26,000.00	26,000.00	

Applicant Certification

- a. ☒ Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.
- b. ☒ I certify that I am the person authorized to submit this application on behalf of the applicant.

Name: Ian James

Title: Sergeant

Date Signed: 04/27/202
1

**MINASIAN, MEITH,
SOARES, SEXTON &
COOPER, LLP**

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September 21, 2021

The Honorable Members of the
Plumas County Board of Supervisors
520 Main Street, Suite 309
Quincy, California 95971

Re: 2021 Election of Directors -- Last Chance Creek Water District

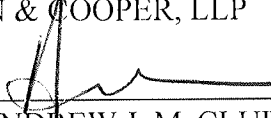
Dear Honorable Board Members:

This letter is sent to respectfully request that the Board of Supervisors appoint Darrin Damonte, Bryan Williams and Milton N. Frei, each to four (4) year terms on the Board of Directors of Last Chance Creek Water District in lieu of election pursuant to California Elections Code section 10515. Please find attached a copy of the Notice of Election and Certificate of Facts for the requested appointments.

Thank you for your time and consideration of this matter.

Very truly yours,

MINASIAN, MEITH, SOARES,
SEXTON & COOPER, LLP

By _____
ANDREW J. McCLURE

AJM/vlh
Enclosures

cc: Last Chance Creek Water District

CERTIFICATE OF FACTS

November 2, 2021 General Election

Last Chance Creek Water District – Appointment of Nominees in Lieu of Election

Pursuant to California Elections Code section 10515, in the following landowner district the number of qualified candidates filing for the office of Director did not exceed the number of positions to be filled and no petition calling for election was submitted. The Board of Supervisors for Plumas County shall appoint the following nominees to the office of Director, each for four (4) year terms:

Last Chance Creek Water District:

Darrin Damonte
12220 Sagehill Road
Reno, NV 89521

Bryan Williams
1000 Dotta Guidici Road
Vinton, CA 96135

Milton N. Frei
2273 Frenchman Lake Road
Chilcoot, CA 96105

**NOTICE OF GENERAL ELECTION FOR THE
ELECTION OF DIRECTORS FOR
LAST CHANCE CREEK WATER DISTRICT**

(Three positions of Director)

NOTICE IS HEREBY GIVEN that Last Chance Creek Water District will conduct a General District Election on the 2nd day of November, 2021 for the purposes of electing the position of Director. The term for each position of director shall be for four (4) years or until the Director's successor qualifies and takes office.

1. To be qualified as a candidate for the position of Director, a person must be a holder of title to land within District boundaries, or the Legal Representative of a holder of title to land within District boundaries, and an elector.

2. If insufficient nominations are received and a petition for election is not filed within the time period stipulated in Election Code section 10515, appointment to each elective office will be made as prescribed within the Election Code section 10515.

3. Declarations of Candidacy may be obtained at the Roberti Ranch, 7411 Dyson Lane, House #2, P.O. Box 693, Loyalton, CA 96118, and must be returned and filed at the same location no later than 5:00 p.m. on August 6, 2021, and no candidate shall withdraw his or her Declaration of Candidacy after that date. If the incumbent elective officers do not file Declarations of Candidacy by the indicated deadline, the time to file is extended to August 11, 2021.

4. The election will be conducted by Last Chance Creek Water District and its designated representatives. Information regarding the election may be obtained by calling (530) 249-4014.

Dated: 7-2-21

Last Chance Creek Water District:

By: /s/ Carolyn D. Roberti, Secretary

PUBLISH ONCE between 7-2-21 and 8-4-21 - Elections Code §12112

Printed in The Mountain Messenger on July 8, 2021