



BOARD OF SUPERVISORS

Dwight Ceresola, Vice Chair 1st District

Kevin Goss, Chair 2nd District

Sharon Thrall, 3rd District

Greg Hagwood, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING OF May 17, 2022 TO BE HELD AT 10:00 A.M.

IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it [LIVE ONLINE](#)

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

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. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion
DIXIE FIRE COLLABORATIVE
Report, update and discussion on Dixie Fire Collaborative efforts

2. CONSENT AGENDA

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

A. **ASSESSOR**

Approve and authorize the Chair to sign Agreement between Plumas County Assessor and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year term; not to exceed \$9,000.00; approved as to form by County Counsel. [View Item](#)

B. **BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign annual performance Agreement between Plumas County Behavioral Health Department and the California Department of Health Care Services; setting forth conditions the County must meet in order to receive various program funding; approved as to form by County Counsel. [View Item](#)
- 2) Authorize no contract payment of \$1,100.00 to Traditions Behavioral Health; for medical inpatient mental health stay. [View Item](#)
- 3) Authorize no contract payment of \$3,030.00 to SIYAN Clinical Corporation; for medical inpatient mental health services. [View Item](#)
- 4) Authorize no contract payment of \$16,082.00 to Aurora Behavioral Health; for medical inpatient mental health stay. [View Item](#)

C. **ENVIRONMENTAL HEALTH**

Approve and authorize the Chair to sign Agreement between Plumas County Environmental Health and Ray A. Morgan Company LLC, for the copier/ printer lease, maintenance and repair; for a three year term; not to exceed \$9,000.00; approved as to form by County Counsel. [View Item](#)

D. **FACILITY SERVICES**

Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Nevada Chiller & Boiler, for maintenance and repair of the County's Chiller and boiler systems; not to exceed \$12,000.00; approved as to form by County Counsel. [View Item](#)

E. **PLANNING**

Adopt **RESOLUTION** delegating authority to the County of Shasta Housing and Community Action Agency to submit an application, and receipt of, Homeless Housing, Assistance, and Prevention Round 3 ("HHAP-3") funding; approved as to form by County Counsel. [View Item](#)

F. **SHERIFF**

- 1) Authorize no contract payment of \$101.52 to Yuba Community College District, for an attended training on 07/27/2019 from a former employee, Plumas County Animal Control Officer. [View Item](#)
- 2) Authorize the Sheriff to ratify and sign Agreement between Plumas County and Genasys, Inc.; due to name change; for use of ZoneHaven software solution; approved as to form by County Counsel; approved by the Board and signed on April 19, 2022. [View Item](#)

3) Approve and authorize the Sheriff to sign Agreement between Plumas County Sheriff's Department and Permitium LLC; to accept and process online carry and conceal weapons permits, (CCW) and fingerprint applications at the Sheriff's Office in an effort to streamline the process; approved as to form by County Counsel. [View Item](#)

G. SOCIAL SERVICES

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and the University of California Davis, to provide professional training services to the Department of Social Services, Eligibility, Employment and Training Staff; not to exceed \$43,477.50; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and the University of California Davis, to provide professional training services to the Department of Social Services, Child Welfare Services staff; not to exceed \$15,810.00; approved as to form by County Counsel. [View Item](#)
- 3) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Les Schwab – Curran Tire Center, for vehicle maintenance and repair for FY 2022-2023; not to exceed \$20,000.00; approved as to form by County Counsel. [View Item](#)
- 4) Approve and authorize the Chair to sign Agreement between Plumas County Social Services and Environmental Alternatives for the Transitional Housing Program-Plus (THP-PLUS); not to exceed \$2,464.00 per month per unit; approved as to form by County Counsel. [View Item](#)

3. PRESENTATIONS

A. **LOST SIERRA FOOD PROJECT** - Jessie Mazar [View Item](#)

B. **CALTRANS – PROJECTS & UPDATES**

- 1) Plumas 2022 Project Look Ahead - Dale Widner, D2 Project Manager [View Item](#)
- 2) Update on Cromberg Rehabilitation - Clint Burkenpas, D2 Project Manager
- 3) Update on the Dixie Fire Restoration - Clint Burkenpas, D2 Project Manager [View Item](#)
- 4) Expected Traffic Delays on SR 70 and SR 89 - Bill Sutherland, D2 Traffic Management [View Item](#)

4. DEPARTMENTAL MATTERS

A. **BEHAVIORAL HEALTH** – Tony Hobson

Authorize the Director of Behavioral Health to recruit and fill, funded and allocated; 2.0 FTE Site Coordinator positions; discussion and possible action. [View Item](#)

B. **HUMAN RESOURCES** – Nancy Selvage

- 1) Job Classification, wage range survey results for Deputy District Attorney I, II, III and Assistant District Attorney Department # 70301; Deputy County Counsel I, II, III and Assistant County Counsel Department #20080; discussion and recommended action. [View Item](#)
- 2) Adopt **RESOLUTION** to appoint Sharon Sousa as Interim Behavioral Health Director effective May 21, 2022, and to continue as Interim Behavioral Health Director until the position is filled; discussion and possible action. **Roll call vote**

C. **COUNTY COUNSEL** – Gretchen Stuhr

Review of proposed revisions to the Plumas County Purchasing Policy; discussion, direction, and/or possible action. [View Item](#)

D. **PUBLIC WORKS** – John Mannie

- 1) Authorize the Director of Public Works to recruit and fill, funded and allocated; 1.0 FTE Fiscal Officer/ Administrative Services Manager; vacancy due to resignation; discussion and possible action. [View Item](#)

- 2) **Time Certain Public Hearing at 10:00 A.M.:** Receive a report and recommendations from the Department of Public Works Solid Waste Division pertaining to the proposed rate increase of 6.39% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Chester, Greenville, and LaPorte) located in Franchise Area No. 1, operated by Franchise Contractor USA Waste of California, Inc., dba Feather River Disposal. [View Item](#)
- 3) Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 6.39%); discussion and possible action **Roll call vote** [View Item](#)
- 4) **Time Certain Public Hearing at 10:00 A.M.:** Receive a report and recommendations from the Department of Public Works Solid Waste Division pertaining to the proposed rate increase of 6.41% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker, and Graeagle) located in Franchise Area No. 2, operated by Franchise InterMountain Disposal. [View Item](#)
- 5) Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Delleker, and Graeagle; Franchise Contractor Service Area No. 2, (rate increase of 6.41%); discussion and possible action **Roll call vote** [View Item](#)

5. **BOARD OF SUPERVISORS**

- A. Disaster Council advisory committee make-up, purpose, and meeting overview; discussion and possible direction.
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000;
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. 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
- D. Conference with Legal Counsel: Existing litigation – Feather River Action!, et al. v. County of Plumas, et al., Plumas County Superior Court, Case No. CV 22-00037, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, May 24, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY ASSESSOR

1 Crescent Street • Quincy, CA 95971-9114 • (530) 283-6380 • Fax (530) 283-6195

Item 2A



CYNTHIA L FROGGATT
ASSESSOR

Date: May 5, 2022

To: The Honorable Board of Supervisors

From: *CF* Cynthia L Froggatt, Assessor

Subject: Approval of Copier Lease & Services Agreement between County of Plumas, Assessor and Ray A. Morgan Company, LLC.

Background and Discussion:

The Plumas County Assessor's old lease on our current copy machine has expired, it is requested that the Board of Supervisors approve the new Lease Agreement and Services Contract for the new lease equipment, which has been approved as to form by County Counsel.

Requested Action

The Assessor requests the Board's approval of the Lease Agreement and Services Agreement between Ray A. Morgan Company, LLC., and County of Plumas, County Assessor beginning June 1, 2022 for a period of five (5) years, approved as to form by County Counsel.

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. In addition, should this Agreement replace a previous Ray A. Morgan Company generated equipment lease, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent which will not be unreasonably withheld. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-salable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) or any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



Ray Morgan Company

AGREEMENT NO.

CALIFORNIA JUDICIAL REFERENCE & STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # and any future supplements/schedules thereto, between , as Customer and Ray A. Morgan Company, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following California Judicial Reference language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP §§ 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§ 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
4. Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
5. If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
6. During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
8. THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

The parties wish to amend the above-referenced Agreement by adding the following State & Local Government language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

Ray A. Morgan Company

Lessor

Signature

Greg Martin - Managing Member

Title

Date

County of Plumas, California - Kevin Goss

Customer

X

Signature

Chair, Board of Supervisors

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**Addendum to Addendum
(California Judicial
Reference & State and
Local Government)
for application #1873134**

WHEREAS, Ray A. Morgan Company ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ('Equipment').

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (33281 Rev. 05/08/2020) are changed as follows:

8.: Section 8 is amended by inserting the following to the beginning of the section: "To the extent permitted by law,."

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

Ray A. Morgan Company By: _____ Title: <u>Greg Martin - Managing Member</u> Date: _____ 	County of Plumas, California By: _____ Printed Name: <u>Kevin Goss</u> Title: <u>Chair, Board of Supervisors</u> ATTEST: By: _____ Printed Name: <u>Heidi White</u> Title: <u>Clerk of the Board</u>
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Approved as to form:


Joshua Breckel
Deputy County Counsel I

Services Agreement

This Agreement is made and entered into this 17th day of May, 2022 ("Effective Date") by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Assessor (hereinafter referred to as "County"), and Ray A Morgan Company LLC, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Dollars and No Cents (\$3,000.00) per twelve (12) month period.
3. Term. The term of this agreement shall commence on the Effective Date and continue for a term of three (3) years, unless terminated earlier as provided herein. The agreement shall automatically renew annually beyond the three (3) year term unless either party requests a change in writing.
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. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. **Warranty and Legal Compliance.** The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **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.
10. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

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

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

11. 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.
12. 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.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Assessor
1 Crescent Street
Quincy, CA 95971

Contractor:

Ray	Morgan	Company,	LLC
3131			Esplanade
Chico, CA 95973			
Attention: Business Manager			

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

26. 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.

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

CONTRACTOR:

Ray A. Morgan Company, LLC

COUNTY:

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

By: _____ Date: _____
Name: Greg Martin
Title: Managing Member

By: _____ Date: _____
Name:
Title: Chair, Plumas County Board of Supervisors

ATTEST

By: _____ Date: _____
Name: Heidi White
Title: Clerk of the Board

Approved as to form:
Plumas County Counsel

By: _____ Date _____
Name:
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for (1) IR ADV DX 5860i copier and related parts and equipment.
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service and supplies including toner and drums (excluding paper and staples only).
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$241.20 plus applicable taxes per quarter for 9,000 black and white copies and 3,000 color copies covered by this agreement.
2. County shall pay an additional \$0.0082 plus applicable taxes for every black & white copy made in excess of 9,000 per quarter plus \$0.0558 for every color copy made in excess of 3,000 plus applicable taxes to be added to the invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.

Item 2B(1-4)

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Director Tony Hobson, Ph.D.



DATE: May 17, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Ph.D., Behavioral Health Director 

SUBJECT: Consent Agenda

RECOMMENDATION

1. It is respectfully requested the Board of Supervisors approve and authorize Board Chair sign annual agreement, Mental Health Plan Parity Amendment Contract Amendment No. 17-94603 A01 for Mental Health Services with the State of California. This is the Performance Contract between Plumas County and DHCS
2. It is respectfully requested the Board of Supervisors approve no contract \$1,100.00 payment to Traditions Behavioral Health.
3. It is respectfully requested the Board of Supervisors approve no contract \$3,030.00 payment to SIYAN Clinical Corporation.
4. It is respectfully requested the Board of Supervisors approve no contract \$16,082.00 payment to Aurora Behavioral Health.

Background and Discussion

1. The California Department of Health Care Services administers the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, Community Mental Health Services Block Grant and Crisis Counseling Assistance and Training Program programs. DHCS Contract Agreement Number 18-95264 sets forth the conditions and requirements that the County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan contracts. This agreement has been approved to form by County Counsel.
2. This charge of \$1,100.00 is for a medical inpatient mental health stay. Behavioral Health does not have a contract with Traditions Behavioral Health. Respectfully Behavioral Health would like the Board of Supervisors to approve payment to this facility, it is extremely difficult to contract with outside facilities not knowing when or where a Plumas County Medi-Cal recipient may be admitted.

3. SIYAN Clinical Corporation is another facility that is difficult to contract with under the same circumstances. Requesting payment of \$3030.00

4. Aurora Behavioral Health invoice is for a no contract invoice of \$16082.00. Communication with this facility was also difficult.

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID: 4260-1794603-A1

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 148 PAGES

AGREEMENT NUMBER
17-94603

AMENDMENT NUMBER
A01

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Plumas County Behavioral Health

2. The term of this Agreement is:

START DATE

July 1, 2017

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this amendment is the date approved by DHCS.

II. Purpose of Amendment: Updating terms and conditions to comply with federal regulations as determined by the Centers for Medicare and Medicaid Services.

II.a. Paragraph 1 on the face of the original STD 213 is revised to reflect the Contractor's formal name change from Plumas County Mental Health Services to Plumas County Behavioral Health.

(Continued on next pages)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Plumas County Behavioral Health

CONTRACTOR BUSINESS ADDRESS

270 County Hospital Road, Suite 109

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Kevin Goss

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

SCO ID: 4260-1794603-A1

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 148 PAGES

AGREEMENT NUMBER
17-94603

AMENDMENT NUMBER
A01

Purchasing Authority Number

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue MS 4200

CITY
Sacramento

STATE
CA

ZIP
95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per: WIC 14703

Contractor Certification Clauses

CCC 04/2017

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Plumas County Behavioral Health	94-6000528
By (Authorized Signature)	

Printed Name and Title of Person Signing

Kevin Goss, Chair, Board of Supervisors

Date Executed	Executed in the County of
	Plumas

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor 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,

Che Shannon

From: Rogers, Kristina <KristinaRogers@countyofplumas.com>
Sent: Wednesday, April 27, 2022 11:58 AM
To: Che Shannon
Subject: RE: [EXTERNAL]RE: 22-125

No, there is no signature from us because there wasn't a place to do it. The email approving will suffice for Heidi, if she has questions she can call and verify with me.

Kristina Rogers
Paralegal III / Office Manager
Small Claims Advisor
Plumas County Counsel
520 Main Street, Room 302
Quincy, CA 95971
P (530) 283-6240 F (530) 283-6116

"Be yourself; everyone else is already taken."

From: Che Shannon <CShannon@pcbh.services>
Sent: Wednesday, April 27, 2022 11:53 AM
To: Rogers, Kristina <KristinaRogers@countyofplumas.com>
Subject: RE: [EXTERNAL]RE: 22-125

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

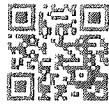
.....Am I missing where Gretchen signed?

Che Shannon
Management Analyst II
Plumas County Behavioral Health
270 County Hospital Road
Suite 109
Quincy, CA 95971
530-283-6307 Ext. 1041
cshannon@pcbh.services

From: Rogers, Kristina <KristinaRogers@countyofplumas.com>
Sent: Wednesday, April 27, 2022 11:21 AM
To: Che Shannon <CShannon@pcbh.services>
Subject: RE: [EXTERNAL]RE: 22-125

I just went ahead and added Kevin's name and title for his signature.

Approved, signed and locked for editing.



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/22

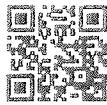
RECEIVED

MAY 02 2022

BY.....

PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

PICA		P01		PICA							
1. MEDICARE (Medicare #)	MEDICAID (Medicaid #)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)	GROUP HEALTH PLAN (ID#)	FECA BLK LUNG (ID#)						
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)				3. PATIENT'S BIRTH DATE MM DD YY							
5. PATIENT'S ADDRESS (No., Street) CITY _____ STATE _____				6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>							
ZIP CODE _____				7. INSURED'S ADDRESS (No., Street) CITY _____ STATE _____							
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				8. RESERVED FOR NUCC USE							
a. OTHER INSURED'S POLICY OR GROUP NUMBER				10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
b. RESERVED FOR NUCC USE				b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
c. RESERVED FOR NUCC USE				c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
d. INSURANCE PLAN NAME OR PROGRAM NAME				10d. CLAIM CODES (Designated by NUCC)							
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.											
SIGNED <u>Signature on File</u> DATE <u>04/17/22</u>											
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY		15. OTHER DATE QUAL		16. OTHER DATE QUAL							
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		17a. _____		17b. NPI _____							
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E)											
A. <u>I</u> E. <u>L</u> I. <u>L</u>		B. <u>L</u> F. <u>L</u> J. <u>L</u>		C. <u>L</u> G. <u>L</u> K. <u>L</u>		D. <u>L</u> H. <u>L</u> L. <u>L</u>		E. ICD IND: <u>0</u>			
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE EMG		C. CPT/HCPCS		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. MODIFIER		F. DIAGNOSIS POINTER	
04 09 22 04 09 22 51				99232						A	
04 10 22 04 10 22 51				99232						A	
04 11 22 04 11 22 51										A	
04 12 22 04 12 22 51										A	
04 13 22 04 13 22 51										A	
04 14 22 04 14 22 51										A	
04 15 22 04 15 22 51										A	
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08 26 22 08 26 22 51											



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD STE 109
QUINCY CA 95971

CARRIER

PICA		P01		PICA	
1. MEDICARE (Medicare #)		MEDICAID (Medicaid #)		TRICARE (ID# / DoD #)	
CHAMPVA (Member ID#)		GROUP HEALTH PLAN (ID#)		FECA BLK LUNG (ID#)	
OTHER (ID#)		1a. INSURED'S I.D. NUMBER 96234757E		(For Program in item 1)	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		3. PATIENT'S BIRTH DATE MM / DD / YY		4. INSURED'S NAME (Last Name, First Name, Middle Initial)	
		M <input type="checkbox"/> F <input checked="" type="checkbox"/>			
5. PATIENT'S ADDRESS (No., Street) CITY _____ STATE _____		6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street) CITY _____ STATE _____	
ZIP CODE _____		8. RESERVED FOR NUCC USE		ZIP CODE _____	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		11. INSURED'S POLICY GROUP OR FECA NUMBER	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		a. INSURED'S DATE OF BIRTH MM / DD / YY	
b. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		M <input type="checkbox"/> F <input checked="" type="checkbox"/>	
c. RESERVED FOR NUCC USE		10d. CLAIM CODES (Designated by NUCC)		b. OTHER (Claim # Designated by NUCC)	
d. INSURANCE PLAN NAME OR PROGRAM NAME				c. INSURANCE PLAN NAME OR PROGRAM NAME	
				d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a and 9d.	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.					
SIGNED <u>Signature on File</u>			DATE <u>04/17/22</u>		
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM / DD / YY QUAL: _____		15. OTHER DATE MM / DD / YY QUAL: _____		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM / DD / YY TO MM / DD / YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI _____		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM / DD / YY TO MM / DD / YY			
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)					
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-E to service line below (24E) ICD Ind. <u>0</u>					
A. <u>I E33.2</u>		B. <u>L</u>		C. <u>L</u> D. <u>L</u>	
E. <u>L</u>		F. <u>L</u>		G. <u>L</u> H. <u>L</u>	
I. <u>L</u>		J. <u>L</u>		K. <u>L</u> L. <u>L</u>	
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE EMG		C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	
E. MODIFIER		F. DIAGNOSIS POINTER		G. CHARGES	
H. DAYS OR UNITS		I. HOSPITAL FAMILY PLAN		J. ID QUAL.	
K. RENDERING PROVIDER ID. #		L.		M.	
24. 04 09 22 04 09 22 51		24. 99233		24. A 220 00 1 NPI 1376997502	
24. 04 10 22 04 10 22 51		24. 99233		24. A 220 00 1 NPI 1376997502	
24. 04 16 22 04 16 22 51		24. 99233		24. A 220 00 1 NPI 1376997502	
24. 04 17 22 04 17 22 51		24. 99233		24. A 220 00 1 NPI 1376997502	
28. FEDERAL TAX I.D. NUMBER <u>680392037</u>		28. PATIENT'S ACCOUNT NO. <u>SR117291</u>		28. TOTAL CHARGE <u>880 00</u>	
28. AMOUNT PAID <u>0 00</u>		28. BILLING PROVIDER INFO 3. PH. # <u>559) 6273000</u>		30. Rwd for NUCC use <u>1</u>	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS I certify that the statements on this reverse apply to this bill and are made in good faith.		32. SERVICE FACILITY LOCATION INFORMATION AURORA SANTA ROSA HSPTL 1287 FULTON ROAD SANTA ROSA CA 954014923		32. TRADITIONS BEHAVIORAL HEALTH 1580 FIRST STREET NAPA CA 945592841	
33. SIGNED <u>MERCY PERDOMO MD</u>		34. DATE <u>04/17/22</u>		35. APPROVED COMB 3008-177491-100-2021	
36. APPROVED COMB 3008-177491-100-2021		37. PLEASE PRINT OR TYPE		38. APPROVED COMB 3008-177491-100-2021	

RECEIVED

MAY 02 2022

PLUMAS COUNTY

270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 92/12

PICA

PICA

1. MEDICARE (Medicare#)	2. MEDICAID (Medicaid#)	3. TRICARE (ID#/DoD#)	4. CHAMPVA (Member ID#)	5. GROUP HEALTH PLAN (ID#)	6. FECA BLK LUNG (ID#)	7. OTHER (ID#)	8. INSURED'S ID. NUMBER 91286940G3 (For Program in Item 1)
----------------------------	----------------------------	--------------------------	----------------------------	----------------------------------	------------------------------	-------------------	---

Name, Middle Initial)

3. PATIENT'S BIRTH DATE

SEX

M

F

X

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)

6. PATIENT RELATIONSHIP TO INSURED

Self Spouse Child Other

7. INSURED

CITY

STAT

ZIP CODE

TELEPHONE (Include Area Code)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	11. INSURED'S POLICY GROUP OR FECA NUMBER
---	--	---

a. OTHER INSURED'S POLICY OR GROUP NUMBER

b. RESERVED FOR NUCC USE

c. RESERVED FOR NUCC USE

d. INSURANCE PLAN NAME OR PROGRAM NAME

10d. CLAIM CODES (Designated by NUCC)

a. EMPLOYMENT? (Current or Previous)

YES NO

b. AUTO ACCIDENT?

YES NO

PLACE (State)

c. OTHER ACCIDENT?

YES NO

a. INSURED'S ID. NUMBER

SEX

M

F

b. OTHER CLAIM ID (Designated by NUCC)

c. INSURED'S POLICY GROUP OR PROGRAM NAME

PLUMAS COUNTY

d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

 YES NO If yes, complete items 9, 9a. and 9d.

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

Signature on File**04/27/22**

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.

15. OTHER DATE MM DD YY QUAL.

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION MM DD YY FROM MM DD YY TO

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. 17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES 04 12 22 FROM 04 12 22 TO

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) 0

20. OUTSIDE LAB? YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS E. MODIFIER F. DIAGNOSIS POINTER G. \$ CHARGES H. DAYS OR UNITS I. HPSDT Family Size J. ID QUAL K. L. J. RENDERING PROVIDER ID. #

04 12 22 04 12 22 51 99239 A 220 00 1 NPI 1619301579

B. C. D. E. F. G. H. I. J. K. L. J. RENDERING PROVIDER ID. #

NPI

N



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

卷之三

PICA

PRIMARY INSURANCE

FRA ATTACHED

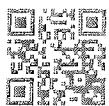
25. FEDERAL TAX ID. NUMBER 270445909	SSN <input type="text"/> <input type="text"/>
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	
Signature on File	

94/11/22

SIGNED DATE
NUCC Instruction Manual available

WIB-0D3W-M7PA

PHYSICIAN OR SUPPLIER INFORMATION



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

PICA										PICA														
1. MEDICARE (Medicare#)	2. MEDICAID (Medicaid#)	3. TRICARE (ID#/DoD#)	4. CHAMPVA (Member ID#)	5. GROUP HEALTH PLAN (ID#)	6. FECA BLK LUNG (ID#)	7. OTHER (ID#)	1a. INSURED'S ID NUMBER 99243784E	(For Program in Item 1)																
2. PATIENT'S FULL NAME, Middle Initial)							3. PATIENT'S BIRTH DATE	SEX	4. INSURED'S NAME, Middle Initial)															
							<input checked="" type="checkbox"/> M	<input type="checkbox"/> F																
							5. PATIENT RELATIONSHIP TO INSURED																	
							<input checked="" type="checkbox"/> Self	<input type="checkbox"/> Spouse	<input type="checkbox"/> Child	<input type="checkbox"/> Other														
							6. RESERVED FOR NUCC USE																	
							7. INSURED'S ADDRESS (No., Street)																	
							CITY _____ STATE _____																	
							ZIP CODE _____																	
							TELEPHONE (Area Code) _____																	
8. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)							9. IS PATIENT'S CONDITION RELATED TO:																	
a. OTHER INSURED'S POLICY OR GROUP NUMBER SROSP0059446							a. EMPLOYMENT? (Current or Previous)																	
b. RESERVED FOR NUCC USE							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO																
c. RESERVED FOR NUCC USE							b. AUTO ACCIDENT? <input checked="" type="checkbox"/> PLACE (State)																	
d. INSURANCE PLAN NAME OR PROGRAM NAME ANTHEM BLUE CROSS							<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO																
							c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES																	
							d. CLAIM CODES (Designated by NUCC)																	
							10. IS THERE ANOTHER HEALTH BENEFIT PLAN?																	
							<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If yes, complete items 9, 9a, and 9d.															
11. INSURED'S POLICY GROUP OR FECA NUMBER							12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.																	
							Signature on File																	
							13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																	
							Signature on File																	
14. DATE OF CURRENT ILLNESS, INJURY, OR PREGNANCY (LMP) MM DD YY QUAL.							15. OTHER DATE MM DD YY QUAL.										16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY							
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI _____							18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY																	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)							20. OUTSIDE LAB? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO										\$ CHARGES							
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) F333							22. RESUBMISSION CODE										23. PRIOR AUTHORIZATION NUMBER UM24011254							
A. _____ B. _____ C. _____ D. _____							F. _____ G. _____ H. _____										I. ID. QUAL. J. RENDERING PROVIDER ID. #							
E. _____ F. _____ G. _____ H. _____							I. _____ J. _____ K. _____ L. _____										K. _____ L. _____							
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY							B. PLACE OF SERVICE EMG		C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS			E. DIAGNOSIS MODIFIER POINTER		F. \$ CHARGES		G. DAYS OR UNITS		H. EPSDT Family Plan		I. ID. QUAL.		J. RENDERING PROVIDER ID. #		
11 15 21	11 15 21	51	99223					A		400 00		1				NPI		1619301579						
																NPI								
																NPI								
																NPI								
																NPI								
25. FEDERAL TAX ID. NUMBER 270445909							SSN EIN <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. 10266529354			27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO For govt. claims, see back		28. TOTAL CHARGE 400 00		29. AMOUNT PAID 0 00		30. Rsvd for NUCC Use 707 206-7268						
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) Signature on File NAGA M KOTHAPALLI, MD							32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923										33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691							
34. DATE 04/11/22							35. 1922378215										36. a. 1568732972 b.							

ENVELOPE SS-6288-024

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VA

SIGNED

DATE

48-0036W-M7PA

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE CR061657 APPROVED OMB-0938-1197 FORM 1500 (02-12)



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

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PICA

SIGNER: 04/11/22 DATE: 19223
NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE CR061657 APPROVED OMB-0938-1197 FORM 1500 (02-12)

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WYSCIAN OR SUPER-ELMUTATION



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

CARRIER

PICA												PICA											
1. MEDICARE (Medicare#)	2. MEDICAID (Medicaid#)	3. TRICARE (ID#/DoD#)	4. CHAMPVA (Member ID#)	5. GROUP HEALTH PLAN (ID#)	6. FECA BLK LUNG (ID#)	7. OTHER (ID#)	8a. INSURED'S ID. NUMBER 91286940G3	(For Program in Item 1)															
e. Middle Initial)				3. F. IT'S BIRTH DATE			SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>	4. INSURED'S NAME (Last Name, Middle Initial)															
5. PATIENT'S NAME				6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>			7. ADDRESS (Last Name, Middle Initial)																
CITY		STATE		8. RESERVED FOR NUCC USE			STATE		9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)														
ZIP CODE		TELEPHONE (Area Code)							10. IS PATIENT'S CONDITION RELATED TO:														
a. OTHER INSURED'S POLICY OR GROUP NUMBER												a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			a. INSURED'S DA 2. SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>								
b. RESERVED FOR NUCC USE												b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			b. OTHER CLAIM ID (Designated by NUCC)								
c. RESERVED FOR NUCC USE												c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY								
d. INSURANCE PLAN NAME OR PROGRAM NAME												10d. CLAIM CODES (Designated by NUCC)			d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			If yes, complete items 9, 9a, and 9d.					
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.											
Signature on File SIGNED												04/14/22 DATE			Signature on File SIGNED								
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.				15. OTHER DATE MM DD YY QUAL.				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY															
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI _____				17c. _____				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 04 04 22 TO 04 04 22															
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) F332												20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) F332												22. RESUBMISSION CODE ORIGINAL REF. NO.											
A. _____	B. _____	C. _____	D. _____	E. _____	F. _____	G. _____	H. _____	I. _____	J. _____	K. _____	L. _____	23. PRIOR AUTHORIZATION NUMBER											
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		PLACE OF SERVICE EMG	C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS			E. DIAGNOSIS MODIFIER 0		F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER ID. #											
04 04 22	04 04 22	51	90833			A		150 00	1	NPI	1457883605												
												NPI											
												NPI											
												NPI											
												NPI											
												NPI											
25. FEDERAL TAX I.D. NUMBER 270445909												SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT'S ACCOUNT NO. 11161329354	27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE 150 00	29. AMOUNT PAID 0 00	30. Rwd for NUCC Use 707 206-7268						
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)												32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923			33. BILLING PROVIDER INFO & PH# SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691								
Signature on File DEREK GILBERT, MD												a. 1922378215 b.			a. 1568732972 b.								
SIGNED 04/14/22 DATE												PLEASE PRINT OR TYPE			CR061657 APPROVED CMB-0002-197 FORM 100-100-100								



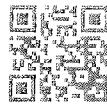
HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

PICA

1. MEDICARE (Medicare#) <input type="checkbox"/> (Medicaid#) <input type="checkbox"/> (ID#/DoD#) <input type="checkbox"/> (Member ID#) <input type="checkbox"/> GROUP HEALTH PLAN (ID#) <input type="checkbox"/> FECA BLK LUNG (ID#) <input type="checkbox"/> OTHER (ID#)								1a. INSURED'S ID. NUMBER 91286940G3 (For Program in Item 1)			
2. PATIENT'S ADDRESS (No., Street) CITY <input type="text"/> STATE <input type="text"/> ZIP CODE <input type="text"/> TELF <input type="text"/>								3. F <input type="checkbox"/> M <input type="checkbox"/> SEX (W) <input type="checkbox"/> F <input checked="" type="checkbox"/>			
4. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)								5. PATIENT'S ADDRESS (No., Street) CITY <input type="text"/> STATE <input type="text"/>			
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>								7. INSURED'S ADDRESS (No., Street) CITY <input type="text"/> STATE <input type="text"/>			
8. RESERVED FOR NUCC USE								9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								11. INSURED'S POLICY GROUP OR FECA NUMBER a. INSURE <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>			
b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								b. OTHER CLAIM ID (Designated by NUCC)			
c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO								c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY			
d. INSURANCE PLAN NAME OR PROGRAM NAME								d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.			
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. Signature on File 04/14/22								13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. Signature on File			
SIGNED <input type="text"/> DATE <input type="text"/>				SIGNED <input type="text"/>							
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.				15. OTHER DATE MM DD YY QUAL.				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY			
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. <input type="text"/> 17b. NPI <input type="text"/>				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 04 04 22 TO 04 04 22							
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) F332								20. OUTSIDE LAB? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES			
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) F332								22. RESUBMISSION CODE <input type="text"/> ORIGINAL REF. NO. <input type="text"/>			
A. <input type="text"/>	B. <input type="text"/>	C. <input type="text"/>	D. <input type="text"/>	23. PRIOR AUTHORIZATION NUMBER <input type="text"/>							
E. <input type="text"/>	F. <input type="text"/>	G. <input type="text"/>	H. <input type="text"/>	24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY 04 04 22 04 04 22							
B. PLACE OF SERVICE EMG <input type="checkbox"/>				C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS <input type="text"/> E. DIAGNOSIS MODIFIER <input type="text"/> POINTER <input type="text"/>				F. G. H. I. J. \$ CHARGES DAYS OR UNITS EPSCD ID 99232 160 00 1 1457883605 NPI			
J. RENDERING PROVIDER ID. # <input type="text"/>				K. <input type="text"/>				L. <input type="text"/>			
25. FEDERAL TAX ID. NUMBER <input type="text"/> SSN EIN <input checked="" type="checkbox"/>				26. PATIENT'S ACCOUNT NO. <input type="text"/> 27. ACCEPT ASSIGNMENT? 11161329354 <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				28. TOTAL CHARGE 160 00 29. AMOUNT PAID 0 00 30. Rsvd for NUCC Use 707-206-7268			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) Signature on File DEREK GILBERT, MD								32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923			
33. BILLING PROVIDER INFO & PH # <input type="text"/>								SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691			
SIGNED <input type="text"/> DATE <input type="text"/>								a. 1922378215 b. 1568732972			
NUCC Instruction Manual available at www.nucc.org M8-003W-M7PA								PLEASE PRINT OR TYPE 0PC01657 APPROVED 04/08/1997 FORM 1501-02 <i>2018-04-14</i>			



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

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25. FEDERAL TAX I.D. NUMBER

270445909

apply to this bill and are made a part of the bill.

04/14/22

SIGNED

NUCC Instruction Manual available at: www.nucc.org PLEASE PRINT OR TYPE CCR-657 APPROVED CMB-1938-197 FORM 1300-02-12, MB-0D3W-M7PA



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

CARRIER

PICA												PICA														
1. MEDICARE (Medicare#)	2. MEDICAID (Medicaid#)	3. TRICARE (ID#/DoD#)	4. CHAMPVA (Member ID#)	5. GROUP HEALTH PLAN (ID#)	6. FECA BLK LUNG (ID#)	7. OTHER (ID#)	8. 1a. INSURED'S ID. NUMBER 91286940G3	(For Program in Item 1)																		
First Name, Middle Initial)			3. PATIENT'S FIRST NAME M F <input checked="" type="checkbox"/>			4. SEX <input checked="" type="checkbox"/>	4. First Name, Middle Initial)																			
5. PATIENT'S CITY ZIP CODE ()												6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>			7. INSURED'S ADDRESS (IN CITIES) CITY STATE Z TELEP ()											
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)												8. RESERVED FOR NUCC USE			11. INSURED'S POLICY GROUP OR FECA NUMBER											
a. OTHER INSURED'S POLICY OR GROUP NUMBER												10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			a. INSURED'S DA SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>											
b. RESERVED FOR NUCC USE												b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)			b. OTHER CLAIM ID (Designated by NUCC)											
c. RESERVED FOR NUCC USE												c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY											
d. INSURANCE PLAN NAME OR PROGRAM NAME												10d. CLAIM CODES (Designated by NUCC)			d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.											
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.														
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												Signature on File														
Signature on File						04/14/22						SIGNED														
SIGNED						DATE						SIGNED														
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.			15. OTHER DATE QUAL..			MM	DD	YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY																	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI _____			17a. _____ 17b. NPI _____			18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 04 06 22 TO 04 06 22																				
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) F332												20. OUTSIDE LAB? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			\$ CHARGES											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24e) ICD Ind. 0												22. RESUBMISSION CODE			ORIGINAL REF. NO.											
A. _____	B. _____	C. _____	D. _____	E. _____	F. _____	G. _____	H. _____	I. _____	J. _____	K. _____	L. _____	23. PRIOR AUTHORIZATION NUMBER														
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY			PLACE OF SERVICE EMG	C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS			MODIFIER	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPDS/ Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #													
04 06 22	04 06 51			99232				A	160 00	1		NPI	1457883605													
04 06 22	04 06 51			90833				A	150 00	1		NPI	1457883605													
25. FEDERAL TAX I.D. NUMBER 270445909 SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>												26. PATIENT'S ACCOUNT NO. 111625Z9354			27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO for govt. claims, see back)			28. TOTAL CHARGE 310 00			29. AMOUNT PAID 0 00			30. Psvd for NUCC Use 707 206-7268		
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) Signature on File DEREK GILBERT, MD												32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923			33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691											
SIGNED 04/14/22												34. DATE 04/14/22			35. PLEASE PRINT OR TYPE 1922378215			36. DATE 1568732972								

ENCLURE 535-9289-020

1-1000



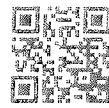
HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

CARRIER

PICA												PICA											
1. MEDICARE <input type="checkbox"/> (Medicare#)	2. MEDICAID <input type="checkbox"/> (Medicaid#)	3. TRICARE <input type="checkbox"/> (ID#/DoD#)	4. CHAMPVA <input type="checkbox"/> (Member ID#)	5. GROUP HEALTH PLAN <input type="checkbox"/> (ID#)	6. FECA BLK LUNG <input type="checkbox"/> (ID#)	7. OTHER <input checked="" type="checkbox"/> (ID#)	1a. INSURED'S I.D. NUMBER 91286940G3	(For Program in Item 1)															
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)				3. PATIENT'S DATE OF BIRTH	4. SEX <input checked="" type="checkbox"/> F <input type="checkbox"/> M	4. INSURED'S NAME (Last Name, First Name, Middle Initial)																	
5. PATIENT'S ADDRESS (No., Street)				6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>												7. PATIENT'S ADDRESS (No., Street)							
CITY ZIP CODE		STATE	8. RESERVED FOR NUCC USE												CITY ZIP CODE		STATE						
TELEPHONE (Include Area Code)														TELEPHONE (Include Area Code)									
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)				10. IS PATIENT'S CONDITION RELATED TO:												11. INSURED'S POLICY GROUP OR FECA NUMBER							
a. OTHER INSURED'S POLICY OR GROUP NUMBER				a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO												a. INSURED'S DATE OF BIRTH MM <input type="checkbox"/> DD <input checked="" type="checkbox"/> YY SEX <input type="checkbox"/> M <input checked="" type="checkbox"/> F							
b. RESERVED FOR NUCC USE				b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)												b. OTHER CLAIM ID (Designated by NUCC)							
c. RESERVED FOR NUCC USE				c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO												c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY							
d. INSURANCE PLAN NAME OR PROGRAM NAME				10d. CLAIM CODES (Designated by NUCC)												d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.							
READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM. 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.											
Signature on File SIGNED _____ DATE 04/14/22												Signature on File SIGNED _____											
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.				15. OTHER DATE QUAL.				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY															
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE				17a. _____ 17b. NPI _____				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 04 07 22 TO 04 07 22															
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)												20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) F332												22. RESUBMISSION CODE ORIGINAL REF. NO.											
A. _____	B. _____	C. _____	D. _____	E. _____	F. _____	G. _____	H. _____	I. _____	J. _____	K. _____	L. _____	F. _____	G. _____	H. _____	I. _____	J. _____							
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY	B. PLACE OF SERVICE EMG	C. CPT/HCPSC	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)			E. MODIFIER	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #											
04 07 22 04 07 22 51			99233				A	200 00 1			NPI	1457883605											
04 07 22 04 07 22 51			90833				A	150 00 1			NPI	1457883605											
25. FEDERAL TAX I.D. NUMBER 270445909	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT'S ACCOUNT NO. 111636Z9354	27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If gov. claims, see back	28. TOTAL CHARGE \$ 350 00	29. AMOUNT PAID \$ 0 00	30. Rsvd for NUCC Use 707 206-7268																	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) Signature on File DEREK GILBERT, MD				32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923				33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 430 TESCONI CIR STE B SANTA ROSA, CA 95401-4691															
SIGNED 04/14/22				DATE 04/14/22				DATE 04/14/22															



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

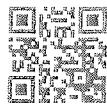
PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

CARRIER —

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

PICA												PICA																													
1. MEDICARE (Medicare#)			MEDICAID (Medicaid#)			TRICARE (ID#/DoD#)			CHAMPVA (Member ID#)			GROUP HEALTH PLAN (ID#)			FECA BLK LUNG (ID#)			OTHER (ID#)			1a. INSURED'S I.D. NUMBER 91286940G3			(For Program in Item 1)																	
2. PATIENT'S FIRST NAME, MIDDLE INITIAL						3. DATE OF BIRTH						SEX						4. INSURED'S NAME (Last Name, First Name, Middle Initial)																							
												<input checked="" type="checkbox"/> M <input type="checkbox"/> F <input checked="" type="checkbox"/> X																													
5. PATIENT'S ADDRESS						6. PATIENT RELATIONSHIP TO INSURED						7. INSURER																													
						<input checked="" type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other																																			
C						8. RESERVED FOR NUCC USE						CITY						STATE																							
ZIP CODE		TELEPHONE (Area Code)								ZIP CODE		TELEPHONE (Area Code)																													
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)						10. IS PATIENT'S CONDITION RELATED TO:						11. INSURED'S POLICY GROUP OR FECA NUMBER																													
a. OTHER INSURED'S POLICY OR GROUP NUMBER						a. EMPLOYMENT? (Current or Previous)						a. INSURER'S DATE OF BIRTH																													
						<input type="checkbox"/> YES <input checked="" type="checkbox"/> NC						<input type="checkbox"/> M <input checked="" type="checkbox"/> F <input checked="" type="checkbox"/> X																													
b. RESERVED FOR NUCC USE						b. AUTO ACCIDENT?						b. OTHER CLAIM ID (Designated by NUCC)																													
						<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																																			
c. RESERVED FOR NUCC USE						c. OTHER ACCIDENT?						c. INSURANCE PLAN NAME OR PROGRAM NAME PLUMAS COUNTY																													
						<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																																			
d. INSURANCE PLAN NAME OR PROGRAM NAME						10d. CLAIM CODES (Designated by NUCC)						d. IS THERE ANOTHER HEALTH BENEFIT PLAN?																													
												<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						If yes, complete items 9, 9a, and 9d.																							
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.																		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																							
Signature on File 04/14/22																		Signature on File																							
SIGNED						DATE						SIGNED																													
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL.						15. OTHER DATE QUAL.						16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY																													
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE						17a. <input type="checkbox"/> NPI						18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 04 08 22 TO 04 08 22																													
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)																		20. OUTSIDE LAB? \$ CHARGES																							
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) E332																		22. RESUBMISSION CODE ORIGINAL REF. NO.																							
A. <input type="checkbox"/>						B. <input type="checkbox"/>						C. <input type="checkbox"/>						D. <input type="checkbox"/>																							
E. <input type="checkbox"/>						F. <input type="checkbox"/>						G. <input type="checkbox"/>						H. <input type="checkbox"/>																							
I. <input type="checkbox"/>						J. <input type="checkbox"/>						K. <input type="checkbox"/>						L. <input type="checkbox"/>																							
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY						B. PLACE OF SERVICE EMG						C. D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS						E. DIAGNOSIS MODIFIER POINTER						F. \$ CHARGES						G. DAYS OR UNITS		H. EPSDT Family Plan		I. ID. QUAL.		J. RENDERING PROVIDER ID. #					
04 08 22						04 08 51						99233						A						200 00						1						NPI		1457883605			
04 08 22						04 08 51						90833						A						150 00						1						NPI		1457883605			
25. FEDERAL TAX I.D. NUMBER 270445909						SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>						26. PATIENT'S ACCOUNT NO. 11164729354						27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						28. TOTAL CHARGE 350 00						29. AMOUNT PAID 0 00		30. Rsvd for NUCC Use 707 206-7268									
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) DEREK GILBERT, MD																		32. SERVICE FACILITY LOCATION INFORMATION AURORA HOSPITAL 1287 FULTON ROAD SANTA ROSA, CA 95401-4923												33. BILLING PROVIDER INFO & PH # SIYAN CLINICAL CORPORATION 480 TESCONI CIR STE B SANTA ROSA, CA 95401-4691											
SIGNED 04/14/22						DATE						a. 1922378215						b.						c. 1568732972																	
NUCC Instruction Manual available at: www.nucc.org																		PLEASE PRINT OR TYPE CR061857 APPROVED 04/08/2018 11:37 PM '1801 02 19'																							
MIB-0D2W-M7PA																																									



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
270 COUNTY HOSPITAL RD STE 109,
QUINCY, CA 95971-9173

111

31. SIGNATURE OF PHYSICIAN OR SUPPLIER
INCLUDING DEGREES OR CREDENTIALS
(I certify that the statements on the reverse
apply to this bill and are made a part thereof.)
Signature on File
TIFFANY FIGUERO, NP

AURORA HOSPITAL
1287 FULTON ROAD
SANTA ROSA, CA 95401-4923

For govt. claims, see back
 YES NO

6 130.00 \$ 0.00 707-206-7268
20 BILLING PROVIDED BY Q3 3/21/14

32. SERVICE FACILITY LOCATION INFORMATION
AURORA HOSPITAL
1287 FULTON ROAD
SANTA ROSA, CA 95401-4923

SIYAN CLINICAL CORPORATION
480 TESCONI CIR STE B
SANTA ROSA, CA 95401-4691

04/14/22

-1922378215

1568732972

1 SIGNER

NUCC Instruction Manual available at: www.nucc.org
M3-003W-M7PA

PLEASE PRINT OR TYPE

CR061657

APPROVED OMB-0938-1197 FORM 1500 (02-12)

AURORA BEHAVIORAL
1287 FULTON ROAD
SANTA ROSA CA 95401
7078007700 7078007797

AURORA BEHAVIORAL HEALTH - SA
PO BOX 77430
CORONA CA 92877
7078007700 7078007797

111
040122 041222

111

1. PATRON'S NAME

13-26712447-1330425729

1041222

150 - 1977

ADMISSION

CA

11-10-1987

PLUMAS COUNTY BEHAVIORAL HEALTH
270 COUNTY HOSPITAL RD 109
QUINCY CA 95971

42 DEY 2002

0124	R&B SEMI-PRIVATE PSYCHIATR
0270	ADMIT KIT

$$11 \text{ days} \times \$1462 \text{ per day} = \$16082$$

0001 PAGE 1 OF 1

DETECTION DATE 041822

2642500

第三部分 附录

1022378215

PLUMAS COUNTY BEHAVIORAL F 271317136

Y Y

192237821
71317136

18.2186 (2013) 303–322

19. 1995年1月1日，中国加入世界贸易组织。同年，中国与俄罗斯、蒙古、哈萨克斯坦、吉尔吉斯斯坦、塔吉克斯坦五国共同成立了上海合作组织。

Y F332 Y R45851 Y F4312 Y J45909 Y Z62810 Y Z62811 Y F1220 Y R1310 Y R109 Y

F329 885 1C10301570

1619301579
KOTHAPALLI NAGA

B3383000000Y

J. B. Green *W. G. Green*



Plumas County Environmental Health

270 County Hospital Rd., Ste 127, Quincy CA 95971

Phone 530-283-6355 ~ FAX 530-283-6241

Date: May 6, 2022

To: Honorable Board of Supervisors

From: Rob Robinette, Environmental Health 

Agenda: Agenda Item for May 17, 2022

Item Description/Recommendation:

Request to approve and authorize Board Chair to sign Licensing Agreement and Maintenance Contract between Environmental Health and Ray A. Morgan Co. for printer lease and printer service/repair.

Background Information:

Environmental Health requests to enter into a 3-year lease for a Canon copy machine with a 3-year maintenance contract for service and repair of the copy machine. The previous copier lease and maintenance agreement with Ray Morgan expires on June 30th 2022.

Contract not to exceed \$9,000.00 for 3-year period; \$3,000 per contract year.

Enclosures: Lease Contract and Maintenance Agreement – approved as to form by County Counsel.

Services Agreement

This Agreement is made and entered into this 17th day of May, 2022 (“Effective Date”) by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Plumas County Environmental Health Department (hereinafter referred to as “County”), and Ray A Morgan Company LLC, a California Corporation (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Three Dollars and No Cents (\$3,000.00) per twelve (12) month period.
3. Term. The term of this agreement shall commence on the Effective Date and continue for a term of three (3) years, unless terminated earlier as provided herein. The agreement shall automatically renew annually beyond the three (3) year term unless either party requests a change in writing.
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. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor’s employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability

coverage (including non-owned automobiles) shall meet the following requirements:

- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor’s policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor’s insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County’s own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Environmental Health
270 County Hospital Road, Suite 127
Quincy, CA 95971
Attention: Fiscal Officer/ASM

Contractor:

Ray A. Morgan Company, LLC
3131 Esplanade
Chico, CA 95973
Attention: Business Manager

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. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
25. 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.

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

CONTRACTOR:

Ray A. Morgan Company LLC

COUNTY:

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

By: _____ Date: _____
Name: Greg Martin
Title: Managing Member

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

ATTEST

By: _____ Date: _____
Name: Heidi White
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/6/2022

EXHIBIT A

Scope of Work

1. Contractor shall provide maintenance services for (1) Canon IR ADV C5840i copier and related parts and equipment.
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include all parts, labor, service and supplies including toner and drums (excluding paper and staples only).
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment.
5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is nonfunctional and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a flat fee of \$94.50 plus applicable taxes per quarter for 11,500 black and white copies and 0 color copies covered by this agreement.
2. County shall pay an additional \$0.0082 plus applicable taxes for every black & white copy made in excess of 11,500 per quarter plus \$0.0558 for every color copy made.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, add-ons, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The First Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interest payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. In addition, should this Agreement replace a previous Ray A. Morgan Company generated equipment lease, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (B) We may charge you a monthly property damage surcharge of up to 0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: **YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent which will not be unreasonably withheld. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if, (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, or appealed in any other proceeding), actual court costs and any other collection costs, including any collection agency fees. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a future time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under Section 2A-508 (excluding 522 of the UCC). If interest is charged or collected in excess of the maximum lawful rate, we will reduce such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver at requested information (including but not limited to) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) completed, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewterm(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail or saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is and will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the original of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manual or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereof manually and to hold to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown in this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including complaints and confirming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authorized electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: **WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS". YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT.** IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

Addendum to Agreement for application #1880570

WHEREAS, Ray A. Morgan Company ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (29885 (2017) Rev. 05/08/2020) are changed as follows:

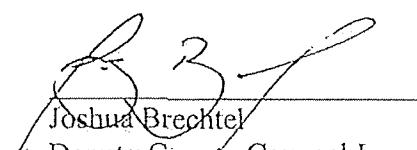
6. DEFAULT AND REMEDIES: Paragraph 6 is amended by deleting "you agree to pay our" and replacing with "the prevailing party agrees to pay" in the seventh sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

Ray A. Morgan Company By: _____ Title: _____ Date: _____	County of Plumas, California By: _____ Printed Name: Kevin Goss Title: Chair, Board of Supervisors
ATTEST:	
 By: _____ Printed Name: Heidi White Title: Clerk of the Board	



Approved as to form:



Joshua Brechtel
Deputy County Counsel I



Ray Morgan Company

APPLICATION NO.

1880570

AGREEMENT NO.

CALIFORNIA JUDICIAL REFERENCE & STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # and any future supplements/schedules thereto, between County of Plumas, California, as Customer and Ray A. Morgan Company, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following California Judicial Reference language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to judicial reference, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.
2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure ("CCCP") §§ 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least 10 years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to CCCP § 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within 10 calendar days after one party serves a written notice of intent for judicial reference upon the other parties, then the referee will be selected by the court in accordance with CCCP § 640(b).
3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCCP, the Rules of Court, and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCCP §§ 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
4. Notwithstanding the preceding agreement to submit Disputes to a judicial referee, the parties preserve, without diminution, certain rights and remedies at law or equity and under the Agreement that such parties may employ or exercise freely, either alone or in conjunction with or during a Dispute. Each party shall have and hereby reserves the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (A) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted in the Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale, (B) all rights of self-help including peaceful occupation of property and collection of rents, setoff, and peaceful possession of property, (C) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and in filing an involuntary bankruptcy proceeding, and (D) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of a judicial referee to grant similar remedies that may be requested by a party in a Dispute. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Addendum for judicial reference of any Dispute. The parties do not waive any applicable federal or state substantive law except as provided herein.
5. If a Dispute includes multiple claims, some of which are found not subject to this Addendum, the parties shall stay the proceedings of the claims not subject to this Addendum until all other claims are resolved in accordance with this Addendum. If there are Disputes by or against multiple parties, some of which are not subject to this Addendum, the parties shall sever the Disputes subject to this Addendum and resolve them in accordance with this Addendum.
6. During the pendency of any Dispute that is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Addendum. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.
7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.
8. THIS ADDENDUM CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CCCP § 638.

The parties wish to amend the above-referenced Agreement by adding the following State & Local Government language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

Ray A. Morgan Company

Lessor

Signature

Title

Date

County of Plumas, California

Customer

X

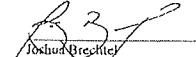
Signature

Kevin Goss - Chair, Board of Supervisors

Title

Date

Approved as to form:


Joshua Bresciani
Deputy County Counsel I

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**Addendum to Addendum
(California Judicial
Reference & State and
Local Government)
for application #1880570**

WHEREAS, Ray A. Morgan Company ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (33281 Rev. 05/08/2020) are changed as follows:

8.: Section 8 is amended by inserting the following to the beginning of the section: "To the extent permitted by law,".

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

Ray A. Morgan Company By: _____ Title: _____ Date: _____	County of Plumas, California By: _____ Printed Name: Kevin Goss Title: Chair, Board of Supervisors
	ATTEST: By: _____ Printed Name: Heidi White Title: Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

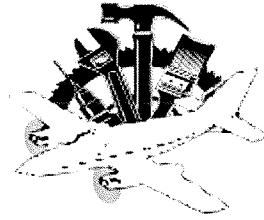


JD Moore
Director

County of Plumas

Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: May 17, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Nevada Chiller & Boiler for maintenance and repair of county's chiller and boiler systems.

Recommendation

Approve and authorize Board Chair to sign agreement between Facility Services and Nevada Chiller & Boiler for maintenance and repair of county's chiller and boiler systems.

Background and Discussion

Nevada Chiller & Boiler provides semi-annual maintenance and inspections of county's chiller and boiler systems located at the Courthouse, the Permit Center, and the county jail. They also provide repair and emergency repair services.

Contract not to exceed \$12,000.00.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **Nevada Chiller & Boiler**, a Nevada 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 **Twelve Thousand dollars and 00/100** (\$12,000).
3. Term. The term of this agreement shall be from **July 1, 2022** through **June 30, 2023**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

COUNTY INITIALS

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

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

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

_____ COUNTY INITIALS

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obligations under this Agreement. In particular, Contractor represents that it holds a current and active licenses as a **C20 – warm-air heating, ventilating and air-conditioning and C-4 – boiler, hot water heating and steam fitting contractor, issued by the State of CA, No. 1014257.**

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.

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CONTRACTOR INITIALS _____

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Nevada Chiller & Boiler
10 Hardy St.
Sparks NV 89431
Attention: Rodney Leavitt, Owner

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Nevada Chiller & Boiler, a NV corporation

By: _____

Name: Rodney Leavitt

Title: CEO/CFO

Date signed:

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Board Chair

Date signed:

ATTEST:

By: _____

Name: Heidi White

Title: Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

5/6/2022

_____ COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

- Preventative Maintenance Program – 2 annual inspections of boiler systems at:
 - Plumas County Courthouse
 - Permit Center
 - Plumas County Jail
- Repair
- Emergency repair

EXHIBIT B

Fee Schedule

- \$3,106.00/inspection to total \$6,212.00 annually for Preventative Maintenance Program
- Repairs:
 - \$135/hr
 - \$202.50/hr – emergency repairs
 - \$270/hr – holiday rate
- Parts – cost plus 20%
- Invoices to be paid Net 30



Preventative Maintenance Program

Agreement Start Date _____

April 15, 2021

By and Between:

Contractor and

Customer

Nevada Chiller & Boiler
10 Hardy Dr.
Sparks NV. 89431

Plumas County Facilities
198 Plumas Ave
Quincy, CA 95971

Contractor will provide the services in accordance with the schedules, scopes, terms and conditions on the pages, which are attached and listed below. These services will be provided as described in the scopes of work and according to the frequency listed on schedule.

Location of Service Preventative Maintenance Program

Permit Center, Plumas County Courthouse, Plumas County Jail **Semi-Annual Service (2 times per year)**

Agreement coverage will begin on date of acceptance. **The agreement price is (\$6,212.00) per year, to be paid (\$3,106.00) semi-annual in advance beginning on the effective date.**

The coverage included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between us. This agreement is the property of the Contractor and is provided for the Customer's use only. This agreement is subject to management approval by Contractor. No waiver, change, or modification of any terms or condition shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

This agreement shall continue in effect from year to year, unless either party gives a (30) day written notice to the other of intent to cancel as stated in the Terms & Conditions of the agreement.

CONTRACTOR
Nevada Chiller and Boiler

By: Rodney Leavitt

CUSTOMER
Plumas County Facilities

Authorized Representative

By: Rodney Leavitt

By: _____

Date: _____

Data



Preventative Maintenance Program

The Maintenance Program Concepts described below has been designed to provide you, the customer, with a continuing maintenance program. This will be planned, scheduled, managed, monitored and enhanced by Nevada Chiller & Boiler throughout the term of this agreement.

Test and Inspection

This Agreement includes all labor to visually inspect and search for worn, failed, and/or doubtful parts. Nevada Chiller & Boiler will visually check coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, valves, fluid levels, heat exchangers, etc. Nevada Chiller & Boiler will make recommendations to the Customer of any necessary repairs, replacements, and/or adjustments.

Preventative Maintenance and Predictive Maintenance

This agreement includes labor to perform preventative maintenance on the equipment included in the attached schedules. Maintenance intervals for systems and equipment are determined by run time, system use, application, location and manufacturer's recommendations. This information, along with our years of practical experience with HVAC product lines assures that the Customer receives the industry's most cost-effective maintenance program.

Consumable Materials

This agreement includes normal consumable materials and supplies; such as lubricants, grease, towels/rags, wire nuts, cleaning solutions, and clean up materials.

Air Filter Media and Service

As defined in Schedule 2 "Air Filter Service", this agreement does not include regular air filter changing. If Schedule 2 is not included in this agreement, then the customer has assumed responsibility for the labor and materials to change air filters.

Nevada Chiller & Boiler will monitor the air filter conditions and notify the Customer of any recommended adjustments to this maintenance program. If applicable.

Coil Service

This agreement includes inspection and cleaning of the condenser, as defined in Schedule 1 "Inventory of Equipment". If applicable.

Belt Service

This agreement includes belt inspection for the equipment listed, as defined in Schedule 1 "Inventory of Equipment". Should belt changes be required, Nevada Chiller & Boiler will notify the Customer and provide pricing. If applicable.

Repair and Replacement

Should repair or replacement of additional parts or equipment be necessary, Nevada Chiller & Boiler will perform such repairs with Customer approval and all labor and materials will be billed separately.

Emergency Service

Emergency service is available – 24 hours a day – 7 days a week – to reduce the risk of down time and inconvenience for the Customer. Should emergency service be required, such service will be billed separately.



Preventative Maintenance Program

Annual and Seasonal Inspections

NCB will perform routine inspections of equipment for normal wear and tear and other common issues that may occur with the equipment. Testing will then be performed to confirm the equipment is functioning optimally.

Maintenance of the equipment will include:

1. Compressor performance verification.
2. Refrigeration component integrity.
3. Safety controls functionality.
4. Air / Water regulation accuracy and dependability.
5. Relief valves, float chambers, and expansion valves accuracy.
6. Verify temperature / pressure controller operating thresholds.
7. Annually open and inspect fire side refractory and burn face plate.
8. Annually chemically clean air-cooled condensers and surrounding area.
9. Annually inspect associated pumps and pump motor control center.

Scheduling and Emergency Services

Maintenance service will be outlined in the attached schedule. Notification will be given one week in advance before annual and quarterly visits. Visits will be performed during normal business hours. Service is available 7 days a week, 24 hours a day. After hours' emergency service will be charged accordingly and a work order will be sent for your records.

Summary

Thank you for considering Nevada Chiller and Boiler for your building systems servicing needs. The following schedule and Planned Service Agreement detail a customized plan including pricing, payment terms, included equipment, a schedule of visits and services to be performed within the agreement.

Preventative Maintenance delivered by NCB ensures your equipment and facility perform ideally, providing dependable function to maximize occupant comfort, reduce energy costs, maximize the life of your equipment and reduce repair costs. We look forward to providing proper maintenance and repair services for your facility and optimizing your building's facility performance.

Facility Covered Under Preventative Maintenance Program

Permit Center	1 Crescent St. Quincy, CA 95971	Annual / Semi Annual
Plumas County Courthouse	520 Main St. Quincy, CA 95971	Annual / Semi Annual
Plumas County Jail	50 Abernathy Ln. Quincy CA 95971	Annual / Semi Annual



Preventative Maintenance Program

Schedule 1 – Inventory of Equipment

Permit Center	Burner / Boiler	Beckett CF800 / Boiler
Plumas County Courthouse	Burner / Boiler	Beckett CF1400/Burnham FD24 / Trane RTAA
Plumas County Jail	Burner / Boiler	Gordon Piatt R6GO03/Rite13675

Semi Annual Inspection

1. Observe combustion air openings and vent system for integrity. Openings must be clean and free of obstructions.
2. Check oil lines and fittings to verify there are no leaks.
3. Observe burner ignition and performance to verify smooth operation.
4. Record the service performance and the combustion test results.

Annual Operating Season Inspection

1. Replace the oil supply line filter. The line filter cartridge must be replaced to avoid contamination of the fuel unit and nozzle.
2. Inspect the oil supply system. All fittings should be leak-tight. The supply lines should be free of water, sludge and other restrictions.
3. Remove and clean the pump strainer if applicable.
4. Replace the used nozzle with a new nozzle that conforms to the appliance manufacturer's specifications.
5. Clean and inspect the electrodes for damage, replacing any that are cracked or chipped.
6. Check electrode tip settings. Replace electrodes if tips are rounded.
7. Inspect the igniter spring contacts.
8. Clean the cad cell lens surface, if necessary.
9. Inspect the combustion head and air tube. Remove any carbon or foreign matter.
10. Clean the blower wheel, air inlet, air guide, burner housing and static plate of any lint or foreign material.
11. If motor is not permanently lubricated, oil motor with a few drops of SAE 20 nondetergent oil at each oil hole. DO NOT over oil motor.
12. Check motor current. The amperage draw should not exceed the nameplate rating.
13. Check all wiring for secure connections or insulation
14. Check the pump pressure and cutoff function.
15. Check primary control safety lockout timing.
16. Check ignition system for proper operation.
17. Inspect the vent system and chimney for soot accumulation or other restriction.
18. Clean the appliance thoroughly according to the manufacturer's recommendations. □ Check the burner performance. Refer to 'Set High-fire Air' section and set combustion with test instruments.
19. It is good practice to make a record of the service performed and the combustion test results



Preventative Maintenance Program

Terms and Conditions

Unless Otherwise advised in writing to the contrary within seven days of the execution of this agreement, the following terms and conditions as written are hereby accepted between Customer and Nevada Chiller and Boiler, hereafter referred to as NCB. By execution of this agreement, the Customer represents that he has the authority to enter such agreement.

1. Acceptance of this agreement by NCB assures that all systems and equipment covered are in maintainable condition. If repairs are found necessary during the new agreement start up inspection or the initial seasonal start up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
2. The Customer will provide access to all areas and equipment and will allow NCB to stop and start equipment as maybe necessary to fulfill the term of the agreement. All maintenance, repair or replacement tasks will be performed during normal working hours, 7:30 AM to 4:30 PM, Monday through Friday, Holidays excepted. Customer agrees to pay maintenance and work requested to be performed outside said normal working hours.
3. If any emergency call is made at the Customer's request and inspection does not reveal any defect, Customer will be liable for such services, including but not limited to; investigative labor, travel time, and overtime. Customer acknowledges that there is a minimum charge of two hours for emergency calls, if no defect is found.
4. NCB reserves the right to adjust and or terminate this agreement, should the systems and/or equipment covered under this agreement be altered, modified, changed or moved, including but not limited to any direct changes in application or architectural modifications resulting in changes to the mechanical systems and/or equipment performance. If persons other than representatives of NCB performs maintenance or repair of equipment covered under this agreement, and as a result further repair by NCB is required, such repairs will be made and charges Billed to the Customer at NCB applicable labor and material rates then in effect.
5. In addition to any price specified on the face hereof, the Customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by NCB on behalf of the Customer whether such tax shall be local, state, or federal in nature. This includes, but is not limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
6. Maintenance service charges will be invoiced in advance of the period during which the service is provided. Extra work performed will be invoiced upon completion of work. Payment for services performed under this agreement is due within 30 days of invoice date. Finance charges will apply to balances over 30 days, and NCB reserves the right to stop all work until such balances are made current.
7. NCB reserves the right to adjust this agreement should the customer request a material change in the scope of services, as determined by NCB in its sole discretion. When NCB determines a change is material, NCB will reduce the change to writing and provide the completed written change to Customer. Both NCB and Customer will have to provide written approval of the change as detailed in the written description of the change, including the impact of the schedule, resources, and the price of the service, before NCB will make the change. When Customer accepts the change, Customer will modify its forms for payment as requested by NCB. If Customer does not accept the change (including the impact on the schedule, resources, or price), the parties will complete their obligations as set forth in this agreement.
8. This annual agreement shall continue in effect from year to year, unless either party gives 30 days written notice of intent to cancel. The annual agreement price is subject to adjustment on each renewal anniversary date to reflect increases in labor, materials and other industry related costs.
9. Either party may terminate this agreement if the other party commits a material breach of such Agreement, including but not limited to non-payment of any amount when due, and the breach is not cured within 30 days of receipt of written notice from the injured party. If NCB terminates this agreement for cause, Customer shall be responsible for NCB's costs incurred and reasonable profit up through the date of termination.



Preventative Maintenance Program

10. Either party may at its option cancel or terminate this agreement and all Supplemental Agreements in their entirety, or cancel or terminate merely one or more of the Supplemental Agreements without cause upon 30 days prior written notice to the other party. NCB shall advise Customer of the extent to which performance has been completed through the date of the notice of termination. Customer shall be responsible for NCB's costs incurred and reasonable profit up through the date of cancellation.

Exclusions

11. Repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, coils, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, tubing, tanks, fixtures, and finishes, structural supports and other non-moving parts, are not included in this agreement.

12. NCB is not responsible for (a) the design of the mechanical and/or plumbing system (b) obsolescence (c) water supply and drainage (d) damage caused by freezing (e) additional work required by government regulated codes (f) additional work required to meet insurance requirements (g) any air/water balancing (h) safety tests (i) electrical service or service requirements due to power failure (j) misuse and/or abuse of system(s) (k) negligence of Customer or others (l) vandalism (m) and all other causes that are beyond NCB control.

13. This agreement does not include the identification, removal, handling or disposal of asbestos or other hazardous substances. In the event such substances or materials are discovered, NCB responsibility is limited to notifying the Customer of the possibility of the existence of such materials.

Limitations of Liability

14. NCB will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond NCB's reasonable control.

15. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall NCB or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, attorney fees, lost profits or claims of such damages by the Customer or against the Customer or against the Customer by any other party.

16. NCB warrants materials only to the extent and for the time period said warranted to NCB by the manufacturer(s) of the same. NCB liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by NCB.

18. NCB and Customer agree to seek to avoid litigation of any disputes. However, should either party commence legal action against the other, the prevailing party shall be entitled to recover from the other party all court costs, disbursements and reasonable attorney's fees. NCB and the Customer agree to indemnify and hold each other, including their officer, agents, directory and employees, harmless from all liabilities, costs, claims, demands, or suits of any kind, including but not limited to reasonable attorney's fees, resulting from the negligence or willful misconduct or breach of this agreement by the indemnifying party or its employees, contractors or agents.

Please contact me with any questions you may have.

Sincerely

Rodney Leavitt

Rodney Leavitt
Account Manager
775-432-1331



Preventative Maintenance Program

admin@ncbservice.com

Scheduling and Emergency Services

Maintenance service will be outlined in the attached schedule. Notification will be given one week in advance before annual and quarterly visits. Visits will be performed during normal business hours. Service is available 7 days a week, 24 hours a day. After hours' emergency service will be charged accordingly and a work order will be sent for your records.

Summary

Thank you for considering Nevada Chiller and Boiler for your building systems servicing needs. The following schedule and Planned Service Agreement detail a customized plan including pricing, payment terms, included equipment, a schedule of visits and services to be performed within the agreement.

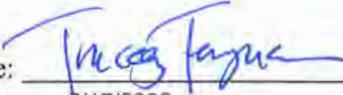
Preventative Maintenance delivered by NCB ensures your equipment and facility perform ideally, providing dependable function to maximize occupant comfort, reduce energy costs, maximize the life of your equipment and reduce repair costs. We look forward to providing proper maintenance and repair services for your facility and optimizing your building's facility performance.

We will make an accurate equipment list with model and S/N# on first preventative service visit.

Item 2E

BOARD AGENDA REQUEST FORM

Department: Planning

Authorized Signature: 

Board Meeting Date: 5/17/2022

Consent Agenda: Yes No

Request for n/a minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approve and authorize Chair to sign Resolution delegating authority to the County of Shasta Housing and Community Action Agency to submit an application, and receipt of, Homeless Housing, Assistance, and Prevention Round 3 ("HHAP-3") Funding; approved as to form by County Counsel

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

County Counsel approved as to form resolution

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:

Three copies? (Y N)

Signed? (Y N)

Budget Transfers Sheets:

Signed? (Y N)

Other: _____

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § ____). Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: No: Not Applicable:

If Not Applicable, please state reason why:

N/A

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF PLUMAS
TO DELEGATE AUTHORITY TO THE
COUNTY OF SHASTA TO SUBMIT AN APPLICATION, AND RECEIPT OF, HOMELESS
HOUSING, ASSISTANCE AND PREVENTION ROUND 3 ("HHAP-3") FUNDING

WHEREAS, the State of California (the "State"), department of Business, Consumer Services and Housing Agency ("BCSH") issued a Standard Agreement to apply for HHAP-3 on September 15, 2021, which designated how the County of Plumas ("County") and Continuum of Care will apply for HHAP-3 funding; and

WHEREAS, the County of Shasta Housing and Community Action Agency (Agency) serves as the Lead Agency and fiscal agent to the NorCal Continuum of Care ("CoC") in the counties of Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, and Sierra; and

WHEREAS, BCSH has identified several benefits for CoC's and Counties that apply jointly as outlined in Assembly Bill ("AB") 140 effective July 19, 2021; and

WHEREAS, County wishes to delegate authority to Agency to apply jointly and serve as the Administrative Entity for the County's allocation of HHAP-3; and

WHEREAS, the Agency shall expend funds on uses that support regional coordination and expand or develop local capacity to address immediate homeless challenges including expenditure of the initial disbursement of HHAP-3 on eligible activities as detailed in Health and Safety Code Section 50220.7, subdivisions (a)(4)(B), (a)(5), (e), and (f); and

WHEREAS, the County will enter into a subrecipient agreement with Agency for the County's HHAP-3 allocation not to exceed \$64,257.96, subject to the terms and conditions, program regulations and requirements, and the Standard Agreement; and

WHEREAS, Agency will accept the authority from County to apply and receipt County's HHAP-3 allocation and serve as the Administrative Entity responsible for all HHAP-3 requirements for eligible projects within the CoC.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Plumas hereby authorized the Agency to submit an application on behalf of the County for the HHAP-3 allocation of \$64,257.96, act as the Administrative Entity, and authorize County to enter into a subrecipient agreement with Agency for the allocation upon award of funding.

DULY PASSED AND ADOPTED this May 17, 2022, by the Board of Supervisors for Agency of the County of Plumas by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

Kevin Goss
Chair, Plumas County Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel I



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

Memorandum

DATE: April 27, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Item for the meeting May 17, 2022

Recommended Action:

Approve payment for bill dated 04/13/2022 from Yuba Community College District for an attended training on 07/27/2019 from former employee, Animal Control Officer.

Yuba Community College District
425 Plumas Blvd Suite 200
Yuba City CA 95991

Statement of Account
Student Receivables

Account Holder 0453670
Leddy, Jade Q.

Statement Date 04/13/22
Amount to Pay 101.52

Leddy, Jade Q.
PO Box 943
Loyalton, CA 96118

www.yccd.edu

Ref No	Date	Term	Code	Description	Charges	Payments/ Credits	Balance
	11/01/18			*** Balance Forward ***	0.00	0.00	0.00
003761328	09/27/19	2019FA		Registration - 2019FA			
			AJ	Admin of Justice - Inst	22.52		22.52
			Y04	YC Student Health Fee	10.00		32.52
			Y20	YC-Enrollment Fee	69.00		101.52
				Total:	101.52	0.00	101.52



Office of the Sheriff

Office of Emergency Services

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

DATE: May 9, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns

RE: Agenda Item for the meeting of May 17, 2022

Recommended Action:

Authorize the Sheriff to ratify and sign the contract with Genasys, Inc. for the use of the ZoneHaven software solution.

Background and Discussion:

At your Board's April 19, 2022 meeting, authorization was given to the Sheriff to contract with ZoneHaven for evacuation zone planning, tools and a public interface. During the lengthy negotiations and contract approval process, the original company ZoneHaven has actually become Genasys, Inc. Their services, product and staffing remains unchanged. That distinction was not made clear on last month's agenda request.

This request updates the needed change and allows payment made to the appropriate company using their current name. The original contract has already been provided to your Board last month and is on file. Due to the length of the contract, it is not included in this request.



Office of the Sheriff

Office of Emergency Services

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

TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Item 2F3

Memorandum

DATE: May 9th, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns *EA*

RE: Agenda Item for the meeting of May 17th, 2022

RECOMMENDATION:

Authorize the Sheriff to enter into a one-year contract with Permitium LLC in order to accept and process online carry and conceal weapons permits, (CCW) and fingerprint applications at the Sheriff's Office in an effort to streamline the process. This is currently a no cost item.

BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests authorization to proceed with a one-year contract utilizing Permitium LLC. The purpose of the contract is to allow Plumas County residents the option to be able to submit carry concealed weapons applications online and process the payment for the service online.

USER LICENSE AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION

This user license agreement for an online weapons permit application (the "User License Agreement") is made and entered into this _____ day of _____, by and between the Plumas County Sheriff's Office (the "CLIENT") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

- 1. Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.
- 2. Basic Obligations of the CLIENT.** For any services requested in writing by the CLIENT, the CLIENT agrees to compensate Permitium at the rates set forth in the attached Statement of Work (Exhibit 1).
- 3. Term.** Contract will be effective from 07/01/2022, through 06/30/2023. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
- 4. Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25th of each month which will itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.
- 5. Termination for Cause.** At any time after 30 days of the software deployment, the CLIENT may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the CLIENT is dissatisfied with the quality of services provided.
- 6. Insurance.** Permitium agrees to maintain a minimum of \$6,000,000 in general liability, \$5,000,000 in cyber liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permitium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days' written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within this User License Agreement will be capped at the greater of the

compensation received by Permitium, or the above stated insurance liability policy limits.

7. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.
8. **Monitoring and Auditing.** Permitium shall cooperate with the CLIENT, or with any other person or agency acting at the direction of the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
9. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium' possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium' products and services. Except as essential to Permitium' obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

10. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the CLIENT's records. Without

limiting the foregoing, Permitium specifically warrants that:

- 10.1. All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;
- 10.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 10.3. All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.
- 10.4. Permitium have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.
- 10.5. All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

11. **Standard of Care.** Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of services and records governed by this User License Agreement.

12. **Indemnification.** Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 5.

To the extent provided by law, CLIENT shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

13. **Relationship of Parties.** Permitium shall be an independent User License Agreement of

the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.

- 14. Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.
- 15. Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.
- 16. Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the CLIENT's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the client within 10 business days of any assignment.
- 17. User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.
- 18. California Law.** California law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of California.
- 19. Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this User License Agreement.
- 20. Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.

21. Notices. Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium

Permitium, LLC
10617 Southern Loop Blvd.
Pineville, NC 28134
Attn: Paul Blake

If to CLIENT:

Plumas County Sheriff's Office
Todd Johns
1400 East Main St.
Quincy, CA 95971

22. Cooperative Procurement. As additional consideration for this User License Agreement, and pursuant to state and local laws and procurement rules, Permitium agrees to extend an option to purchase products or services covered under this contract at the same prices, and under the same terms and conditions, to other contracting agencies.

Any such purchases shall be between Permitium and the participating agency and shall not impact Permitium's obligations to the CLIENT under this User License Agreement. Each contracting agency shall execute its own contract with Permitium. Any estimated purchase volumes or user counts listed herein do not include other public agencies and the CLIENT makes no guarantee as to their participation.

23. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Plumas County Sheriff's Office

PERMITIUM, LLC

Printed Name: Todd Johns

Printed Name: Paul Blake

Signed:

Signed:

ITS: Sheriff

ITS: Managing Partner

DATE: _____

DATE: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/26/2022

STATEMENT OF WORK – EXHIBIT 1

Implementation Plan

- Configure the initial instance of the new Permitium solution based on the Client's current pistol permit process and Permitium's demonstration site
- Refine the new Permitium solution through an iterative process based on input received from the Client during the testing phase
- Test the Permitium solution, revise as needed and prepare it for production
- Provide training for the Client as needed
- Provide ongoing support, hosting and management of the Permitium Solution

Implementation Team

Permitium	Support Team		855-712-PERM	support@permitium.com
Client	Executive Sponsor			
	Project Manager			

Data and Security

All data collected in the Client's instance of PermitDirector is the property of the Client.

Permitium does not own and will not distribute data without the written consent of the Client.

All passwords placed within the system are encrypted and not accessible by the Permitium staff.

Cost of Service

Cost for PermitDirector software, implementation services or support – Permitium will charge

\$4.00 passed on as a convenience fee back to the applicant for each application submitted.

Concealed Weapon Applications

Other Fingerprint Applications

Credit card company fees are passed through to the applicant by Permitium based on our contract rate. The current rate is \$.30 per transaction plus 2.9% of the total transaction.

A minimum of \$150 per month must be maintained in convenience fees collected. If less than \$150 per month is collected through the collection of convenience fees, the difference will be deducted from the CLIENT'S monthly payment.

Permitium will charge our convenience fees and applicable credit card fees for all orders processed through Permitium regardless of if payment is received and/or the method of payment.

Item 2G1



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350

Fax: (530) 283-6368

Toll Free: (800) 242-3338

NEAL CAIAZZO
DIRECTOR

DATE: MAY 4, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 17, 2022, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH U.C. DAVIS
FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

Approve contract #EW-2022-26 in the amount of \$43,477.50 with the University of California, Davis for professional training services to be provided to Department of Social Services Eligibility and Employment and Training staff.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state for an Inter-County Training Consortium (ITCT). Together, the counties in the Consortium pool their funds to purchase high quality professional training services from the Center for Human Services Training located at UC Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are Consortium members.

For training that is scheduled locally and when it is appropriate, we also include invitations to our community partners and other agencies. This enables us to use the training programs as a community resource serving the broader base of human service providers.

The agreement that is before your Board today for approval provides eleven full days of training that will be available to the Department's Employment and Training, and Eligibility staff.

Financial Impact

The total value for training received under this agreement is \$43,477.50. UC Davis provides an in-kind contribution in the amount of \$3272.50 which represents what would otherwise be

considered a local match requirement from Plumas County. There is no cost to the County General Fund. An appropriation for training is included in the Department's proposed FY 2021-2022 budget.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed agreement and approved it as to form.

Copies: PCDSS Management Staff
 Jessica Bennett, Staff Services Analyst

Enclosure

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)
NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. **Services**: University shall present the program (“**Program**”) as more fully described in “Exhibit A”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. **Limit on attendance**: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. **Reschedule/cancel of class**: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. **Term**: The term of this Agreement shall be from July 1, 2022 and continue through June 30, 2023. All courses must be completed by June 30, 2023.
3. **Payment**: User shall pay University for Service as set forth in “Exhibit A”, attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. **Rules, Regulations, Policies and Guidelines:** When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. **Indemnification:** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. **Insurance:** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - i. Bodily injury
 1. Per person \$1,000,000
 2. Per accident \$1,000,000
 - ii. Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.
7. Non-Liability of University:
 - a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
 - b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
 - c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.
8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.
 - a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. **Time Limitation:** University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- d. **Disposition of Confidential Information:** Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.
9. **Disclaimer of Warranty:** UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **University's Right to Use Data:** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.
11. **Ownership of Workshop Deliverables:** University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.
12. **Use of University's Name:** User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
13. **Termination:** Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.
14. **Force Majeure:** Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
 - a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.
17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and**

prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. **CANRA:** University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.
20. **Notices:** Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY

Jennifer Lowery
Program Analyst
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail: jndavis@ucdavis.edu

ADDITIONAL UNIVERSITY

Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

USER

Christine Renteria
Fiscal Office Supervisor
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: christinerenteria@countyofplumas.com

ADDITIONAL USER

Jennifer Bromby
Staff Services Manager
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: jenniferbromby@countyofplumas.com

21. **Attorneys’ Fees:** If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____
Steven Kobayashi, C.P.M., CPSM
Associate Director
UC Davis

Date: _____

**PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

By: _____
(authorized signatory)
Print Name: Kevin Goss - Chair, Board of Supervisors

Date: _____

ATTEST:

Heidi White, Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

UCD #A _____
Page 7 of 9

EXHIBIT A

TRAINING PROGRAM

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		Total Contract Amount
11.00	\$ 4,250.00	\$46,750.00	
		(\$3,272.50)	Less CPE 7% Cost Share
		\$43,477.50	Total Client Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

Item 2G2



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 4, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR MAY 17, 2022, CONSENT
AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN CONTRACT WITH
U.C. DAVIS FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

Approve contract CW-2022-26, in the amount of \$15,810 with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreement that is enclosed is for training for the Department's Child Welfare Services. The agreement is for four units of training.

Financial Impact

The total value of the training under the agreement is \$15,810, which is claimable to state and federal funding sources.

An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

Other Agency Involvement

County Counsel has reviewed the contract and approved it as to form.

Copies: PCDSS Management Staff (memo only)
 Jessica Bennett, Staff Services Analyst

Enclosure

TRAINING SERVICES AGREEMENT
(PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES)

THIS AGREEMENT (“**Agreement**”) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”), on behalf of its Davis Campus Continuing and Professional Education (the “**CPE**”) and PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES (“**User**”).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (“**Program**”) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (“**Exhibit B**”, if applicable)

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. **Services**: University shall present the program (“**Program**”) as more fully described in “**Exhibit A**”, attached hereto and incorporated herein (collectively, the “**Services**”). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
 - a. **Limit on attendance**: No more than thirty (30) persons per course session may attend without the prior written approval of the University.
 - b. **Reschedule/cancel of class**: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. **Term**: The term of this Agreement shall be from July 1, 2022 and continue through June 30, 2023. All courses must be completed by June 30, 2023.
3. **Payment**: User shall pay University for Service as set forth in “**Exhibit A**”, attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within

thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. **Rules, Regulations, Policies and Guidelines:** When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.
5. **Indemnification:** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
6. **Insurance:** University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:

i. Bodily injury	
1. Per person	\$1,000,000
2. Per accident	\$1,000,000
ii. Property damage	\$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).
 - e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.
 - f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

- g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.
7. Non-Liability of University:

 - a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.
 - b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.
 - c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

 - a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
 - b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to

limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

- c. **Time Limitation:** University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- d. **Disposition of Confidential Information:** Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. **Disclaimer of Warranty:** UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **University's Right to Use Data:** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. **Ownership of Workshop Deliverables:** University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. **Use of University's Name:** User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. **Termination:** Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. **Force Majeure:** Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

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16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:
 - a. An investment worth \$2,000 or more in User or its affiliate;
 - b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;
 - c. Receipt during the past 12 months of \$500 in income or \$440 in gifts from User or its affiliate; or
 - d. A personal financial benefit from this Agreement in the amount of \$250 or more.In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.
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prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.” With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (“CANRA”). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.
20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY
Jennifer Lowery
Program Analyst
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail: jndavis@ucdavis.edu

ADDITIONAL UNIVERSITY
Human Services
Custom Training and Services
Continuing & Professional Education
University of California, Davis
463 California Avenue
Davis, CA 95616
E-mail:
UCDE-CTS@ou.ad3.ucdavis.edu

USER
Christine Renteria
Fiscal Office Supervisor
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: christinerenteria@countyofofplumas.com

ADDITIONAL USER
Jennifer Bromby
Staff Services Manager
Plumas County
Department of Social Services
270 County Hospital Rd., Ste. 207
Quincy, CA 95971
E-mail: jenniferbromby@countyofofplumas.com

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22. **Relationship of the Parties:** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.
23. **Governing Law:** This Agreement shall be construed pursuant to California law.
24. **Amendment:** No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.
25. **Severability:** If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.
26. **Entire Agreement:** The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

AGREED AND ACCEPTED:

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: _____
Steven Kobayashi, C.P.M., CPSM
Associate Director
UC Davis

Date: _____

**PLUMAS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

By: _____
(authorized signatory)

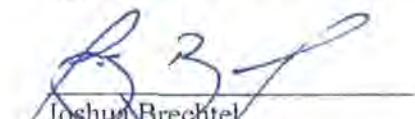
Print Name: Kevin Goss - Chair, Board of Supervisor's

Date: _____

ATTEST:

Heidi White, Clerk of the Board

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

UCD #A _____
Page 7 of 9

EXHIBIT A

TRAINING PROGRAM

1. 4.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
 - i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Training Units	CHS Daily Rate		
4.00	\$ 4,250.00	\$17,000.00	Total Contract Amount
		(\$1,190.00)	Less CPE 7% Cost Share
		\$15,810.00	Total Client Contract Share

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

Item 2G3



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 2, 2022
TO: HONORABLE BOARD OF SUPERVISORS
FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR MAY 17, 2022 – CONSENT AGENDA
RE: APPROVAL OF CONTRACT FOR VEHICLE MAINTENANCE AND REPAIR
SERVICES

It is Recommended that the Board of Supervisors

Approve and authorize the Board Chair to sign an agreement with Les Schwab – Curran Tire Center for vehicle maintenance and repair for FY 2022-2023. Agreement not to exceed \$20,000.

Background and Discussion

The Department of Social Services annually executes contracts for vehicle maintenance and repair. A contract with Les Schwab – Curran Tire Center is before the Board today for your approval.

Financial Impact

Funds have been appropriated in the proposed Department budget to cover the cost of these agreements.

Other Agency Involvement

County Counsel has reviewed the agreements and approved them as to form.

Copies (cover memo only): DSS Management Staff

Enclosures (2)

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and RSH, Inc., a California Corporation dba Curran Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWENTY THOUSAND Dollars (\$20,000.00).
3. **Term.** The term of this agreement shall be from JULY 1, 2022 through JUNE 30, 2023, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

_____COUNTY INITIALS

CONTRACTOR INITIALS_____

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement

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

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Christine Renteria

Contractor:

RHS, INC dba Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: CHRISTOPHER CURRAN

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

RSH Inc., a California Corporation

By: _____

Name: CHRISTOPHER CURRAN

Title: CEO/CFO

Date signed:

COUNTY:

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

By: _____

Name: Kevin Goss, Chair

Title: Board of Supervisors

Date signed:

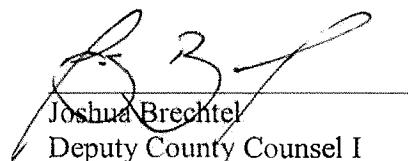
ATTEST:

By: _____

Heidi White, Clerk of the Board

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/28/2022

_____ COUNTY INITIALS _____

- 6 -

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
 - a. Lube, oil, and filter changes (LOF).
 - b. Sale and installation of new tires.
 - c. Tire rotation.
 - d. Mounting and balancing of tires.
 - e. Vehicle alignment.
 - f. Brakes and shocks repair and replacement.
 - g. Transmission Service
2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$105/hr.
2. Prices for tires quoted prior to installation.
3. Prices for brake service quoted after inspection.
4. Front end alignment shall be charged at \$109.99. Alignment service on all four wheels shall be charged at \$129.99
5. LOF changes with inspection shall be charged at current rate (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.
6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
7. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



Item 2G4

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: MAY 2, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR MAY17, 2022 CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION FOR THE DEPARTMENT OF SOCIAL SERVICES TO EXECUTE A CONTRACT WITH ENVIRONMENTAL ALTERNATIVES FOR THE TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS).

It is Recommended that the Board of Supervisors

Approve contract with Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth and authorize the Board Chair to sign the agreements.

Background and Discussion

In 2001, the California State Legislature passed and the Governor signed AB 427 (Chapter 125, Statutes of 2001) as an urgency statute. AB 427 established the Transitional Housing Placement and Transitional Housing Placement-Plus (THP-Plus) programs to address the needs of the young adults who "age out" or "emancipate" from the foster care system and are transitioning into independent living. In passing this legislation, the State recognized the unique needs of former foster youth and the challenges they face in such transitions.

Since its initial implementation, various steps have been taken by the Legislature to remove barriers to the implementation of this housing and support program. The most significant step for Plumas County occurred in 2006 with the adoption by the Legislature of AB 1808 (Chapter 75, Statutes of 2006). This legislation changed the cost sharing structure for this program from a 60% County share of the cost to 100% CWS Realignment Fund reimbursement for services and housing support provided under this program.

Based on this change, in April, 2007 Plumas County Department of Social Services submitted a "letter of interest" to the California Department of Social Services and an ensuing County THP-Plus Plan to fund two slots for transitional housing for young adults ages 18-24 who have emancipated out of the foster care system. Our request was approved.

The matter that is before the Board today is to approve a contract with Environmental Alternatives for these services.

Financial Impact

The rate set for housing and supportive services is \$2,434 per month for each of the two approved slots. And, pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed contracts and has approved them as to form.

Copies: PCDSS Management Staff (cover memo only)

Enclosures (2):

County of Plumas**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is entered into by and between the County of Plumas ("County"), a political subdivision of the State of California, through its Department of Social Services ("PCDSS") and **Environmental Alternatives** ("Provider").

- 1. Services Provided by Provider.** This Agreement establishes the terms and conditions under which Provider will provide transitional housing through a County certified **Transitional Housing Placement-Plus Program (THP-Plus)**. The purpose of the THP-Plus Program is to assist emancipated young adults as they move from dependency to self-sufficiency by providing housing and supportive services. The Provider shall provide those services described in Attachment A.
- 2. Compensation.** County shall pay Provider for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Provider for services rendered pursuant to this Agreement. Provider shall submit all billing for said services to County in the manner specified in Attachment "B".
- 3. Term of Agreement.** The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement.
- 4. Termination.** Subject to a thirty-day written advance notification, this Agreement may be terminated without cause by either party upon notice to the other party. Upon termination, Provider shall immediately cease providing services to County. County shall pay any monies due to Provider within thirty days of termination.
- 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. 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.

7. Facilities, Equipment and Other Materials and Obligations of County. Provider shall, at its sole cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement. In addition, the County shall:

- a. Provide program consultation and technical assistance to Provider.
- b. Monitor and evaluate Provider's performance, expenditures and service levels for compliance with terms of this Agreement.
- c. Provide Provider with reporting forms and/or formats and time frames for submission of reports.
- d. Review all invoices submitted by Provider for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by Provider under this Agreement.
- f. Pre-approve initial referrals and all subsequent relocations of foster children from one Provider location to another.

8. Drug-Free Work Place. Provider, and any of Provider's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).

9. Records. Provider agrees to provide reasonable access to records relating to the services provided to County and agrees to provide any such records to County upon completion of services under this Agreement. In addition to records related to the subject matter of Provider's services, Provider shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.

10. Independent Provider. The parties understand and agree that Provider is an independent Provider and that no employment relationship between Provider and County is created by this Agreement. County's workers' compensation insurance does not cover Provider or any member of Provider's staff. Provider shall, at Provider's own risk and expense, determine the method and manner by which services are provided under this Agreement. This Agreement is not an agency agreement, and Provider is not the agent or legal representative of County for any purpose whatsoever. Provider 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. During the term of this Agreement, no employee or independent Provider of Provider shall become an employee or agent of County for any purpose.

11. 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.

12. Assignment. The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.

13. Alteration. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

14. Controlling Law. This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.

15. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Melody King, Asst. Executive Director
Environmental Alternatives
PO Box 3940
Quincy, CA 95971
(530) 283-3330

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no other 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.

17. Severability. If any provisions of this Agreement 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 or render it meaningless, the agreement shall be deemed cancelled.

18. Attachments.

All Attachments referred to herein are attached hereto and by this reference contained herein. Attachments include:

Attachment A- Services
Attachment B- Payment
Attachment C- Additional
Attachment D- General Provisions
Attachment E- Business Associate Agreement

EXECUTION**CONTRACTOR:**

Environmental Alternatives

By: _____

Name: Melody King

Title: Chief Executive Officer

Date signed: _____

COUNTY:

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

By: _____

Kevin Goss, Chair

Board of Supervisors

Date signed: _____

ATTEST:

By: _____

Name: Jerome Dorris

Title: Chief Financial Officer

Date signed: _____

By: _____

Heidi White, Clerk of the Board

Date signed: _____

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

4/28/2022

**ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES**

SCOPE OF DUTIES

THP-Plus tenants are young adults who are former foster/probation youth who have emancipated from the foster care system. THP-Plus tenants shall be at least 18 years of age and not yet 24 years of age, and shall be pursuing County-approved goals utilizing a STEP/THP-Plus Transitional Independent Living Plan (TILP). The Plumas County Department of Social Services will provide emancipated foster/probation youth, ages 18 to 24, with housing and support services designed to assist the youth in fulfilling the goals described in the youths' Supportive Transitional Emancipation Program Transitional/Independent Living Plan (STEP/TILP).

A.1 DUTIES AND RESPONSIBILITIES TO BE PERFORMED BY COUNTY:

1. County shall determine an emancipated youth's eligibility for THP-Plus.
2. County shall initiate referrals to the THP-Plus Provider in coordination with the contracted ILP provider.
3. County shall refer eligible youth to the THP-Plus Provider best suited to an eligible youth's unique needs.
4. County shall certify the providers of THP-Plus program once proof of compliance with applicable regulations and statutes are provided.
5. County shall periodically inspect housing units used by the program.
6. County shall obtain feedback from participants via focus groups or client satisfaction surveys.
7. County shall review monthly program reports and assemble data for annual California Department of Social Services (CDSS) report.
8. County shall pay the Provider the rate defined in Paragraph B.2 of ATTACHMENT B.

A.2 SERVICES TO BE PERFORMED BY PROVIDER:

1. Provider shall review the application of all referred youth, including at least one interview.
2. Provider shall decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the decision to reject.

3. Provider shall assess youth's current strengths and needs, at the time of intake to establish a baseline, using Ansell-Casey Life Skills Assessment.
4. Provider shall assist participating youth in developing and meeting the goals of the STEP/TILP and coordinate services with the ILP coordinator and other community and public partners.
5. Provider shall develop a contract with each youth, detailing the rights and responsibilities of each party and under which each party agrees to the requirements.
6. Provider shall provide case management services to ensure participating youth move toward self sufficiency and permanent housing. These services will include life skills training, roommate mediation, and services to help youth build relationships with family and community.
7. Provider shall provide 24-hour crisis intervention and support which will include providing each youth with an emergency telephone number.
8. Provider shall provide access to on call mental health services.
9. Provider shall provide or assist the youth in receiving individual and group therapy, as needed to meet emancipation goals.
10. Provider shall assure youth receives medical and dental care.
11. Provider shall provide educational advocacy and support, including support for youth to pursue college education or vocational training.
12. Provider shall provide job readiness training and support including linkage to the Workforce Investment Act (WIA) partners, One-Stop Centers, and other appropriate employment resources.
13. Provider shall provide youth with mentoring and assist youth in establishing a permanent relationship with at least one caring adult.
14. Provider shall provide a system for participants to pay for utilities, telephone, and rent.
15. Provider shall provide adequate allowance for each participant to purchase food and other necessities.
16. Provider shall provide apartment furnishings, directly or through a stipend.
17. Provider shall provide youth assistance in finding and maintaining affordable housing.

18. Provider shall provide participants an FDIC insured savings account for funds retained by the provider on behalf of the youth and economic literacy training.
19. Provider shall provide an emancipation fund for each youth into which \$100.00 per month will be deposited.
20. Provider shall provide assistance with security deposits and moving assistance.
21. Provider shall provide transportation assistance.
22. Provider shall provide advocacy, when appropriate, to obtain public benefit assistance.
23. Provider shall provide services for pregnant or parenting participants including assistance in securing child care, parent education and support, maternity care, and domestic violence education.
24. Provider shall maintain a case manager to youth ratio of 1 to 12 for participants. The provided ratio for parenting youth will be provided at the ratio of 1 to 8.
25. Provider shall provide a minimum 15 hours of training specific to working with eligible youth, designed to ensure employees can adequately counsel, train, and supervise youth to prepare them for successful independent living.

A.3 PROGRAM GOALS

1. Within 12 months, 50% of participating youth will have a high school diploma or equivalent.
2. Within 12 months, 100% of participating youth will be employed.
3. Within 12 months, the average hourly wage of participating youth will be the minimum wage.
4. Within 12 months, 50% of participating youth will have a consistent, supportive relationship with a caring adult.
5. Within 12 months, 50% of participating youth will have retained their housing.
6. Within 60 days, all participants will have some form of health insurance.

A.4 REPORTING AND EVALUATION RESPONSIBILITIES OF PROVIDER

1. Provider shall provide monthly status reports of participants' progress toward goals.
2. Provider shall provide Ansell-Casey Life Skills Assessment results for each participant, no less than every six months.

3. Provider shall provide information for the annual CDSS report and the THP-Plus Tracker system.
4. Provider shall provide post-discharge follow up assessments for participants, using the program goals for a period of 2 years.

A.5 REGULATORY DUTIES AND RESPONSIBILITIES OF PROVIDER

1. Provider shall provide proof of compliance with applicable sections of the Welfare and Institutions Code and the Health and Safety Code necessary for County certification of the program.
2. Provider shall provide proof of compliance with tenants' rights, housing statutes, employee regulations necessary for County certification of the program.
3. Provider shall respect and keep confidential information about the participants and their families.
4. Provider shall provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.
5. Provider shall comply with any findings or recommendations of State or Federal audits and reviews.

END OF ATTACHMENT A

**ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES**

B.1. County shall pay to Provider for services described in Attachment A as follows:

- B.1.1** The Maximum Contract Amount in Paragraph B.2 includes compensation to Provider for services performed pursuant to this contract.
- B.1.2** County will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by County.
- B.1.3** Provider shall not be entitled to payment unless and until Provider issues a monthly billing statement to County and provides the following information: at a minimum the child(ren's) name, dates, rate, location and discharge outcome: i.e., return to parents, other foster care, group homes, or other, status toward program goals, i.e., A.3.
- B.1.4** County shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.
- B.1.5** County to authorize up to 2 youth at any given time.

B.2 PAYMENT GRID

Service Description	Funding Source	Unit type	Total # units	Total
Transitional Housing	THP-Plus	Per Month/ Per Youth	24 @ \$2,434.00 per unit	\$58,416.00

Maximum Contract Amount: 12 Months

**Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

**ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES**

ADDITIONAL PROVISIONS

C.1 INTERPRETATION OF AGREEMENT.

This Agreement shall be governed and construed in accordance with all applicable laws and regulations and with contractual obligations of Plumas County under an allocation agreement between County and the State of California Department of Social Services. Provider agrees to comply with all contractual provisions of said contract as it applies to County.

C.2 REPORTS.

Provider shall submit reports as required by Plumas County.

C.3 AVAILABILITY OF BOOKS AND RECORDS.

Provider agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying, by County, the State Department of Justice, the State Department of Health Services, the State Department of Social Services and the United States Department of Health Services, at all reasonable times at the Provider's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the County's fiscal year in which the Agreement was in effect.

C.4 INSPECTION.

County and the California Department of Social Services may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

C.5 SUBCONTRACTS.

All subcontracts must be in writing and be subject to the same terms and conditions applicable to Provider under this Agreement.

END OF ATTACHMENT C

ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

GENERAL PROVISIONS

D.1 INDEPENDENT PROVIDER. For all purposes arising out of this Agreement, Provider shall be: an independent Provider and each and every employee, agent, servant, partner, and shareholder of Provider (collectively referred to as "The Provider") shall not be for any purpose of this Agreement, an employee of County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be joint powers agreement as described in California Government Code sections 6000 et seq., or otherwise. As an independent Provider, the following shall apply:

D.1.1 Provider shall determine the method, details and means of performing the services to be provided by Provider as described in this Agreement.

D.1.2 Provider shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.

D.1.3 Provider shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 Provider is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Provider with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

D.1.5 Provider shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Provider any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

D.1.6 Provider shall not be entitled to participate in, or receive any benefit from, or make any claim against any County fringe benefit program including, but not limited to, County's pension plan, medical and health plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.

D.1.7 County shall not withhold or pay on behalf of Provider any federal, state or local tax including, but not limited to, any personal income tax owed by Provider.

D.1.8 Provider is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Provider and not as an employee of County.

D.1.9 Provider shall not have the authority, express or implied, to act on behalf of, bind or oblige the County in any way without the written consent of the County.

D.2 PERS ELIGIBILITY INDEMNITY. In the event that Provider or any employee, agent, or subcontractor of Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Provider shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

D.3 LICENSES, PERMITS, ETC. Provider represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Provider to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Provider to practice its profession at the time the services are performed.

D.4 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.5 TIME. Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Provider's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.6 INSURANCE.

D.6.1 Prior to rendering services provided by the terms and conditions of this Agreement, Provider shall acquire and maintain during the term of this Agreement, insurance coverage through and with an insurer acceptable to County, naming the County and County's officers, employees, agents and independent Providers as additional insured (hereinafter referred to as the insurance). The insurance shall contain the following coverages:

D.6.1.1 Comprehensive general liability insurance including comprehensive liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; Provider shall insure both County and Provider against any liability arising under or related to this Agreement.

D.6.1.2 During the term of this Agreement, Provider shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.6.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.6.1.4 Workers' Compensation Insurance coverage for all of Provider's employees and other persons for whom Provider is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.6.2 The limits of insurance herein shall not limit the liability of the Provider hereunder.

D.6.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance terms of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.6.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to County.

D.6.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County at its sole and absolute discretion.

The amount of any deductible payable by the insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of Provider's financial resources as it may see fit.

D.6.6 Prior to Provider rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Provider shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

Upon County's request, Provider shall deliver certified copies of any insurance policy to County.

D.6.7 Provider shall not render any services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and Provider has delivered the certificate(s) of insurance to County as previously described. If Provider shall fail to procure and maintain said insurance, County may; but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Provider to County on demand. The policies of insurance provided herein which are to be provided by Provider shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Provider will deliver to County a renewal or new policy to take the place of the expiring policy.

D.6.8 County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Provider's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

D.6.9 Any sub-Provider(s), independent Provider(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Provider, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section D.5 entitled "INSURANCE". Furthermore, Provider shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.7 INDEMNITY. Provider shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Provider in the

performance of services rendered under this Agreement by Provider, or any of Provider's officers, agents, employees, Providers, sub-Providers, or volunteers.

D.8 PROVIDER NOT AGENT. Except as County may specify in writing, Provider shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent Provider shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

D.9 ASSIGNMENT PROHIBITED. Provider may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.10 PERSONNEL. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately upon receiving notice from County of its desire for removal of such person or persons.

D.11 STANDARD OF PERFORMANCE. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged. All products of whatsoever nature which Provider delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Provider's profession.

D.12 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by County with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the County. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.13 TAXES. Provider hereby grants to the County the authority to deduct from any payments to Provider any County imposed taxes, fines, penalties and related charges which are delinquent at time such payments under this Agreement are due to Provider.

D.14 TERMINATION. County shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of such termination to Provider. In the event County gives notice of termination, Provider shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.14.1 Provider shall deliver to County copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other

means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.14.2 County shall pay Provider the reasonable value of services rendered by Provider to the date of termination pursuant to this Agreement not to exceed the amount documented by the Provider and approved by County as work accomplished to date. Further provided, however, County shall not in any manner be liable for lost profits which might have been made by Provider had Provider completed the services required by this Agreement. In this regard, Provider shall furnish to County such financial information as, in the judgment of the County, is necessary to determine the reasonable value of the services rendered by Provider. In the event of a dispute as to the reasonable value of the services rendered by Provider, the decision of County shall be final. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

D.14.3 Provider may terminate its services under this Agreement upon thirty (30) working days written notice to the County, without liability for damages, if Provider is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County, provided that Provider has first provided County with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the County may cure the alleged breach.

D.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of County, and Provider agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Provider harmless from any claim arising out of reuse of the information for other than this project.

D.16 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.20 MINOR AUDITOR REVISION. In the event the Plumas County Auditor's Office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's Office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the County or the Provider disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.21 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.22 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.22.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.22.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.23 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.24 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.25 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.26 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.27 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.28 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.29 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Plumas, State of California.

D.30 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.31 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of this Agreement, the provisions, and related provisions, of the California Tort Claims Act, division 3.6 of the Government Code, are not waived by County and shall apply to any claim against County arising out of any acts or conduct under the terms and conditions of this Agreement.

D.32 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.33 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.34 CORPORATE AUTHORITY. If Provider is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board of Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Provider is a corporation, Provider shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.35 CONFLICT OF INTEREST.

D.35.1 Legal Compliance. Provider agrees at all times in performance of this agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.35.2 Advisement. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the County designated representative and provide all information needed for resolution of the questions.

D.35.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 AND D.24.2, Provider is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including Provider for this purpose, from making any decision on behalf of County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has the potential to confer any pecuniary benefit on Provider or any business firm in which Provider has an interest of any type, with certain narrow exceptions.

D.36 NONDISCRIMINATION. During the performance of the agreement, Provider shall not unlawfully discriminate against any employee of the Provider or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Provider shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act, Provider shall give written notice of its obligations under this clause to any labor agreement. Provider shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this agreement.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.38 TAXPAYER I.D. NUMBER. The County shall not disburse any payments to Provider pursuant to this Agreement until Provider supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Provider's signature on page 2 of this Agreement).

D.39 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

Neal Caiazzo, Director
Plumas County Department of Social Services
270 County Hospital Rd., Suite 207
Quincy, CA 95971

If to "Provider":

Tim Wilkinson
Environmental Alternatives
PO Box 3940
Quincy, CA 95971

END OF ATTACHMENT D

ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective July 1, 2021 by and between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", ENVIRONMENTAL ALTERNATIVES, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

- A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104.191, known as "the Administrative Simplification provisions," direct the Department of Health and Social Services to develop standards to protect the security, confidentiality and integrity of health information; and
- B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Social Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and
- C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Plumas County and ENVIRONMENTAL ALTERNATIVES dated," JULY 1, 2021 and is here referred to as the "Arrangement Agreement"); and
- D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)
 - 1.1 Business Associate. Business Associate shall mean ENVIRONMENTAL ALTERNATIVES.

- 1.2 **Covered Entity.** Covered Entity shall mean that part of the County of Plumas designated as the hybrid entity within the County of Plumas subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).
- 1.3 **Designated Record Set.** Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.
- 1.4 **Individual.** Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 1.5 **Privacy Rule.** Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.
- 1.6 **Protected Health Information.** Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.7 **Required By Law.** Required by law shall have the same meaning as the term required by law in Section 164.501.
- 1.8 **Secretary.** Secretary shall mean the Secretary of the United States Department of Health and Social Services or his or her designee.

2. Obligations and Activities of Business Associate:

- 2.1 Business Associate agrees to provide National Provider identification (NPI) number to Covered Entity for billing of services provided.
- 2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- 2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

- 2.6 Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- 2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- 2.11 Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified the Arrangement Agreement provided that such use of disclosure would not violate the Privacy Rule if done by Covered Entity.
4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

5. Permissible Requests by Covered Entity: Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. Term and Termination:

- 6.1 Term. The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- 6.3 Effect of Termination.
 - 6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous:

- 7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- 7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104.191.
- 7.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.
- 7.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E

Item 3A



May 6, 2022

Dear Board of Supervisors,

My name is Jessie Mazar and I am the Director of a local nonprofit called Lost Sierra Food Project. Our mission is to increase access to local foods for Plumas County residents, prioritizing underserved populations, provide workforce development programs, and create educational food and farming opportunities. Given our geographic region, Plumas County is also vulnerable to a changing climate and must create a resilient emergency food system. The Lost Sierra Food Project delivers programs with these three goals at the forefront:

1. Increase local food production and revive our local food system.
2. Enhance education in ecological farming and wellness through community workshops, trainings, and school programs.
3. Empower people through experiential and skill-based workforce development on the farm.

During the Dixie Fire, we immediately realized the need for food as evacuation shelters and grassroots emergency kitchens started popping up. Within days, our farm became a food hub for those impacted by the Dixie Fire. We began providing large produce donations to shelters, evacuation centers and pop-up kitchens. We then expanded our reach by opening up our Self-Serve Farm Stand to evacuees, so that they could pick up free produce at their convenience and as needed. Our local Natural Foods Cooperative provided our Farm Stand with non-perishable food and beverages so that we can be a one-stop shop for evacuees desiring healthy food options. Beginning when the Dixie Fire erupted on July 13 through the end of our growing season, we donated over 5,000lbs of produce. We are now actively a part of an emergency food access planning meeting to be better prepared in the future.

My goal for presenting to the Board of Supervisors is to inform county representatives of the work we hope to achieve and find ways to align with objectives of our local government. Thank you for the opportunity.

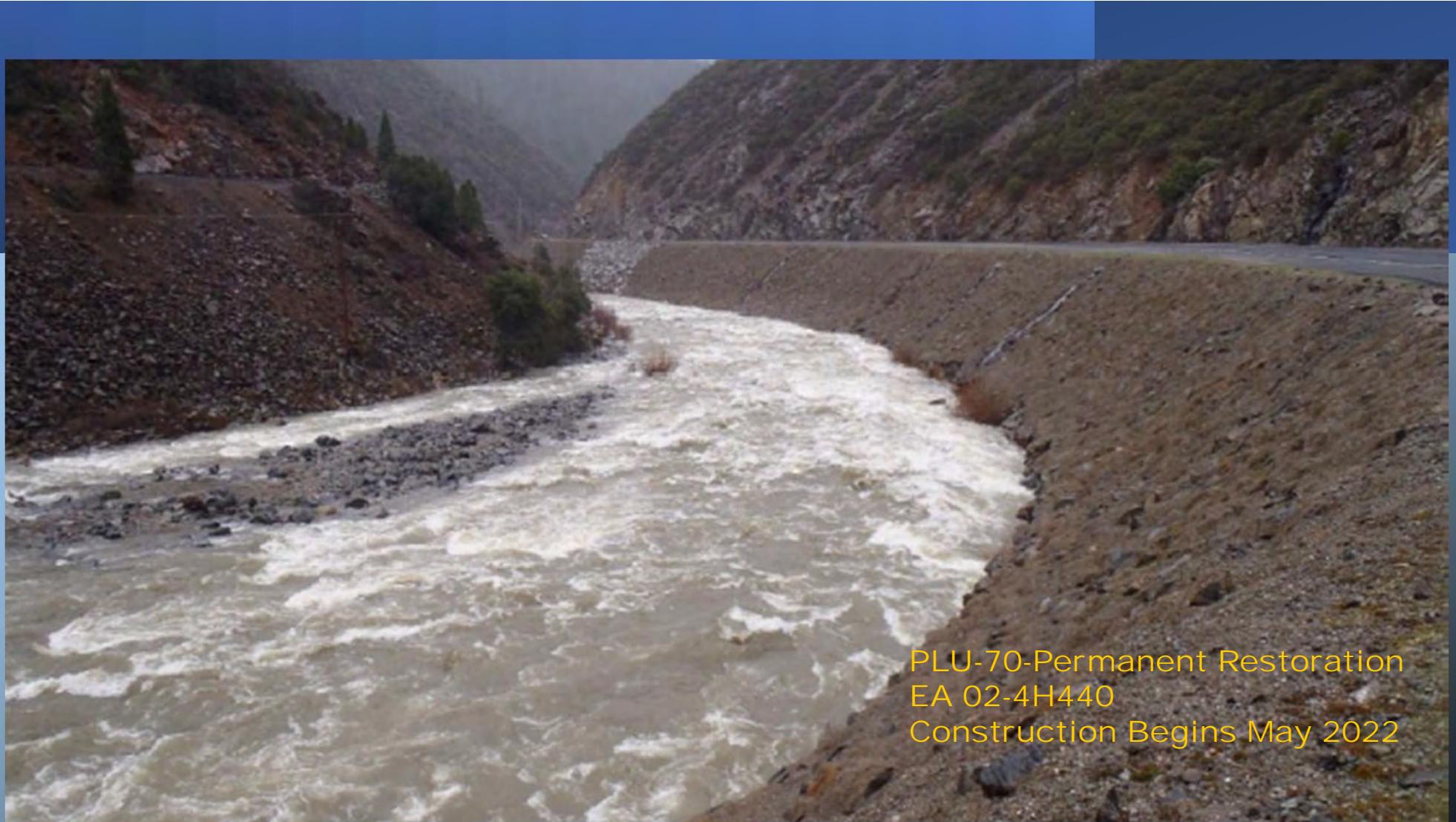
Sincerely,

Jessie Mazar
429 Main Street
Quincy, CA 95971





Item 3B1



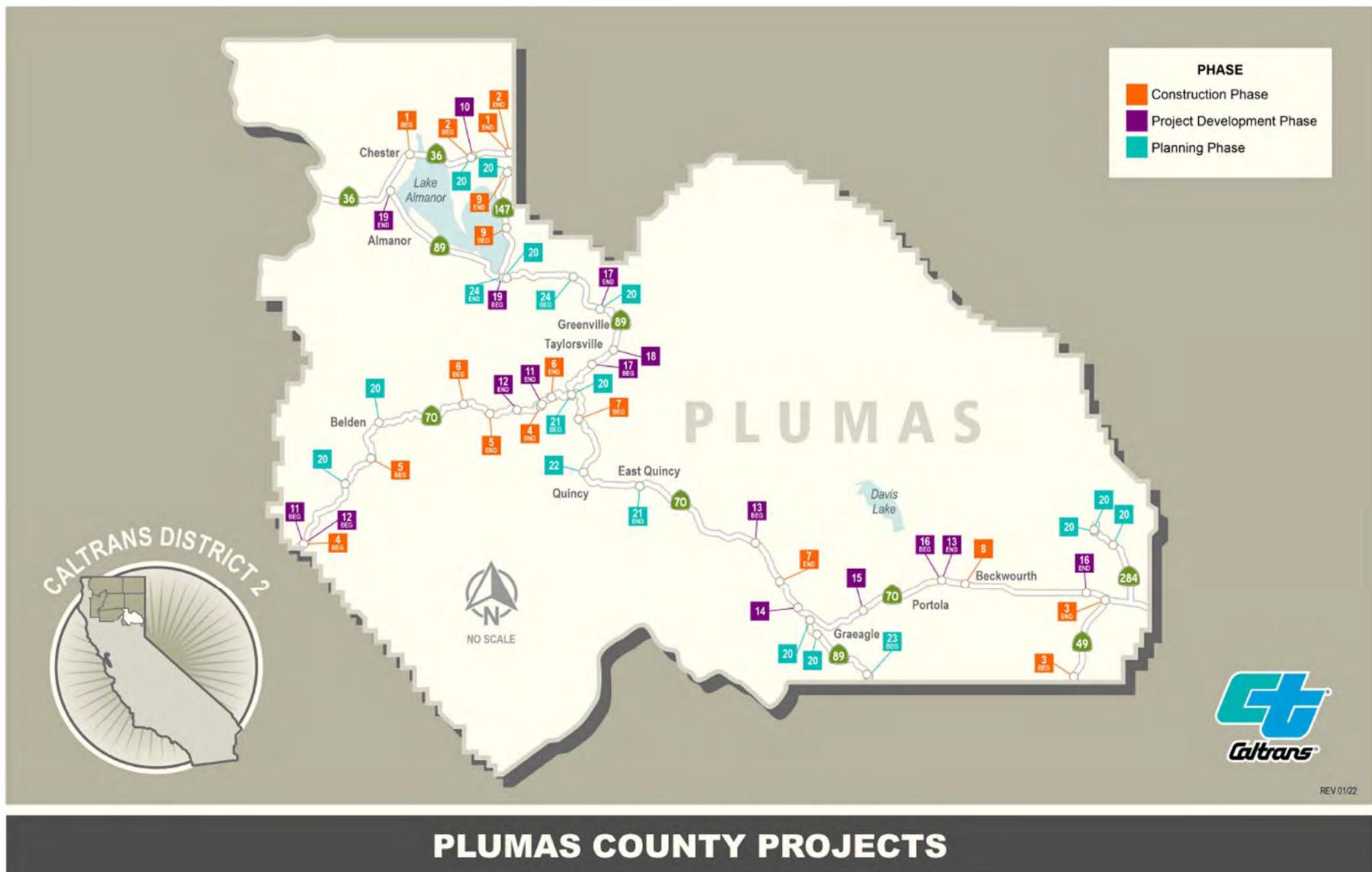
PLU-70-Permanent Restoration
EA 02-4H440
Construction Begins May 2022



Almanor West Rehab
EA 02-3H690
Begin Environmental – July 2022



Quincy CapM Project Initiation Document
EA 02-2J590
PID Complete – Late Summer 2022

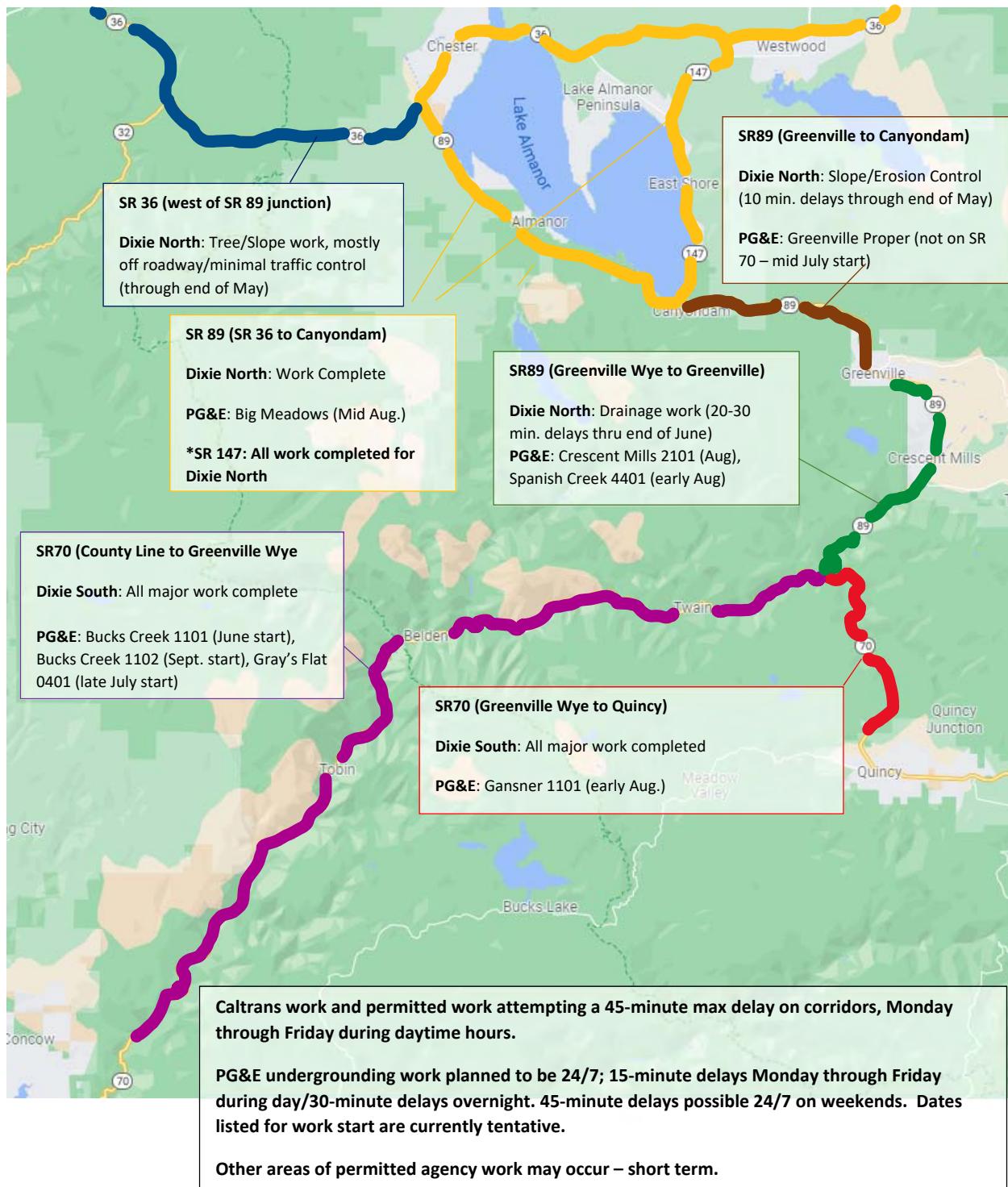


PLUMAS COUNTY PROJECTS

	EA	CO	RT	POST MILES	PROJECT NAME	WORK DESCRIPTION	BEG CONST	END CONST	EST (\$1000)	FUNDING	PM*	MC*
1	4H060	PLU	036	9.2/18.4	Chester Causeway Rehab	Pavement rehabilitation	2025		\$25,370	SHOPP	MJM	x
2	1J200	PLU	036	14.0/18.4	2020 Digouts	Pavement maintenance	07/21	12/22		MAINT	BWT	x
3	2J000	PLU	049	0.0/7.5	Golden Chain Overlay	Pavement maintenance	04/21	04/22		MAINT	BWT	
4	0H550	PLU	070	0.4/29.7	Plumas 70 Drainage	Drainage rehabilitation	12/20	12/22	\$2,500	SHOPP	DLW	
5	1J500	PLU	070	10.0/25.0	Belden Overlay	Pavement maintenance	04/21	12/22		MAINT	BWT	
6	0J230	PLU	070	21.7/30.7	Plumas Leftovers		2022			EEA		
7	1H790	PLU	070	36.8/62.5	Butterfly Two Wolf Creek Rock Fence	Rock fall fence	06/21	12/22	\$1,461	SHOPP	DLW	
8	4H900	PLU	070	80.4/80.8	Plumas 70 Light Poles	Install highway lighting	02/21	12/22		MINOR-B	BWT	
9	0J022	PLU	147	3.5/8.8	Almanor 2 Culverts		2022			EEA		
10	0J640	PLU	036	13.6/14.2	A13 at Route 36 Safety	Intersection improvement	2023		\$4,980	SHOPP	MEF	
11	4H440	PLU	070	0.0/29.9	Plumas 70 Permanent Restoration	Restore protective betterment	2022		\$20,550	SHOPP	DLW	
12	1J940	PLU	070	0.6/26.7	Plumas 70 Last Straw Culverts	Drainage rehabilitation	2022		\$311	MAINT	EEA	
13	1H580	PLU	070	58.2/78.4	Cromberg Rehab	Pavement rehabilitation	2023		\$90,810	SHOPP	CAB	
14	3H740	PLU	070	65.8/66.2	Feather River Inn Intersection	Intersection improvement	2023		\$170	STIP-RIP	CAB	
15	2J520	PLU	070	70.7/70.7	Sand House Paint Removal	Paint removal with lead abatement	2022			MAINT	EEA	x
16	4H010	PLU	070	78.3/90.3	Beckwourth CAPM	Pavement preservation	2024		\$15,740	SHOPP	DLW	
17	4H030	PLU	089	12.9/20.0	Crescent Mills CAPM	Pavement preservation	2026		\$9,350	SHOPP	DLW	
18	4G700	PLU	089	14.6/15.0	Arlington Road Left Turn Lane	Left turn lane addition	2026		\$810	STIP-RIP	DLW	
19	3H690	PLU	089	30.0/42.1	Almanor West Rehab	Pavement rehabilitation	2024		\$36,400	SHOPP	DLW	
NA	1J630	PLU	VAR	VAR/VAR	Maintenance Station Card Readers	Install card readers	2022		\$333	MINOR B	BWT	x
20	2J980	PLU	036	R13.7/R13.7	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023		\$2,100	MAINT	BWT	x
	2J980	PLU	070	6.9/6.9	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	070	13.6/13.6	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	070	33.1/33.1	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	089	8.2/8.2	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	089	20.0/20.0	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	089	29.9/29.9	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	147	8.9/8.9	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	284	5.6/5.6	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	284	7.0/7.0	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
	2J980	PLU	284	7.3/7.3	Bridge Maint in LAS, PLU and TEH	Bridge maintenance	2023			MAINT	BWT	x
21	2J590	PLU	070	33.0/47.0	Quincy CAPM	Pavement preservation	2028			PLANNING	DLW	
22	2J640	PLU	070	42.5/42.5	Tehama Plumas Scour Mitigation	Bridge scour mitigation	2028			PLANNING	DLW	
23	3H950	PLU	089	0.0/8.7	Graeagle CAPM	Pavement preservation	2026		\$2,210	SHOPP	DLW	
24	0J860	PLU	089	24.0/30.0	Wolf Creek CAPM	Pavement preservation	2028			PLANNING	DLW	

Item 3B3

Caltrans Dixie Fire Restoration/PG&E Undergrounding Summer 2022



Caltrans Planned Construction – Plumas 2022

State Route 70

- **Plumas 70 Drainage** (PM 0.4 – 29.7 (near county line to west of Greenville Wye)): Culvert replacement at 24 locations, inlet work, minor grading, rock slope protection. Approximately 40 working days remaining. 10-minute delays at spot locations/possible night work at times.
- **Plumas 70 Culverts** (PM 27.11 – 30.68 (west of Grizzly Creek Bridge to two miles west of Greenville Wye)): Culvert replacement at five locations. Anticipated start May 23rd. Planned for completion by end of June. 5-minute delays at spot locations.
- **Plumas 70 Last Straw Culverts** (PM 0.58 – 26.8 (just east of county line to near Twain)): Culvert replacement at four locations. Construction currently anticipated to start in August – 12 working days (couple weeks). 8-minute delays at spot locations.
- **Plumas 70 Permanent Restoration** (PM 0 – 30 (county line to east of Twain)): Rock slope protection, rail element wall work. *PM 20.59 – 20.73 – install retaining wall, replace culverts, widen shoulders, and pave roadway. Anticipated start mid-July – two season job (250 working days). Typical delays under 10-minutes (except at PM 20.59 – 20.73, where up to 30-minute delays allowed when piles placed and 24/7 traffic control possible).
- **Butterfly Two Wolf Creek Rock Fence** (PM 36.78 – 56.66 (East of Greenville Wye)): Rock fence installation at various locations. PM 36.78 location between Greenville Wye and Quincy; rest on SR 70 are east of Quincy. 5-minute delays at spot locations.
- **Belden Overlay** (PM 10 – 25 (west of Belden to west of Twain)): Asphalt concrete overlay. Anticipated start in early August, with anticipated completion end of September. Up to 15-minute delays during daytime hours (Mondays – Fridays).

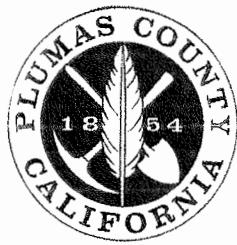
State Route 89

- **Butterfly Two Wolf Creek Rock Fence** (PM 25.12 – 25.26 (Between Canyondam and Greenville)): Rock fence installation at one location. 5-minute delays at spot locations.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson, Ph.D, Director



DATE: May 16, 2022

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

SUBJECT: Request for approval to recruit and fill fully funded vacant 2.0 FTE Site Coordinator positions.

Recommendation

1. Approve the filling of the vacant, allocated positions of 2.0 Site Coordinator within Department 70571, which are already allocated and funded in the 2021-2022 budget year.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 2.0 Site Coordinator positions. The positions will be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

BEHAVIORAL HEALTH SITE COORDINATOR

DEFINITION

Under general direction to coordinate all Behavioral Health, PCIRC and other agency services delivered from a Regional Resource Center, Behavioral Health Office Site or Drop in Center including administrative support functions and as the primary face of Behavioral Health to the public; to perform a variety of office and administrative support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

The Behavioral Health Site Coordinator acts as administrative support and operations coordinator, assuring compliance with various state and federal laws and billing requirements in order to maximize the allowable revenues for the Behavioral Health Department and interact with outside vendors, agencies, and internal professional staff to accomplish that goal. Acts as the "face" of the agency to clients and the general public in Plumas County's outlying areas.

REPORTS TO

Behavioral Health Supervising Site Coordinator, or Behavioral Health Administrative Services Officer

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Administrative Assistant I/II and other specialized office support classifications as required.

EXAMPLES OF DUTIES:

- Recommends, develops, and assists with the implementation of office and administrative support goals and objectives.
- Helps plan, organize, and direct the Behavioral Health Department's office and administrative support functions.
- Provides coordination and support for clinical employees in the regional office.
- Assists staff in problem solving.
- Establishes office schedules and assists staff.
- Assists with purchasing and inventory of office supplies and equipment.
- Coordinates staff meetings for logistical and administrative issues as to site.
- Performs related duties as assigned.

BEHAVIORAL HEALTH SITE COORDINATOR – 2

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; some variations in temperature and humidity; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, procedures, and equipment and business writing.
- Practices and terminology used in clerical, accounting, and in a medical setting.
- Computerized patient information systems.
- Methods, practices, principles, theory, and terminology used in bookkeeping, financial books of account and statistical recordkeeping.

Ability to:

- Plan and organize the logistics of the Behavioral Health site and clerical staff.
- Interpret department rules and regulations for patients, staff and others.
- Read and interpret patient charts.
- Use standard medical office equipment including electronic health record system.
- Apply basic bookkeeping principles.
- Assist with budget development and expenditure control.
- Perform a variety of complex office and administrative support assignments with minimal guidance or supervision.
- Ability to analyze situations accurately and adopt effective courses of action in emergencies.
- Deal effectively and tactfully with the public, staff, and other community members.
- Ability to learn new laws, regulations, and procedures pertaining to mental health and substance use case records and reports.
- Work cooperatively with other departments and outside agencies.

BEHAVIORAL HEALTH SITE COORDINATOR – 3

TRAINING AND EXPERIENCE

Minimum qualifications needed for this position:

One (1) year of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting

AND

One (1) year of experience in a supervisory capacity.

SPECIAL REQUIREMENTS

Must possess a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE
CURRENTLY ALLOCATED IN 20-21 BUDGET
2.0 FTE Behavioral Health Site Coordinator

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Behavioral Health Site Coordinator position is a legitimate business justification due to the oversight necessary to manage and oversee the activities within the Behavioral Health Department Wellness Centers.**
- Why is it critical that this position be filled at this time? **The main function of this position is covering a wide range of required administrative responsibilities, working closely with community partners and local vendors, behavioral health clients and staff, performing outreach activities and running the day to day Wellness Center operations and peer activities performed at the site.**
- How long has the position been vacant? **The Quincy Site Coordinator became necessary with the relocation of the Drop in Center to a new office on Main St in downtown Quincy. The Wellness Center will have Peer help to run the Center, but will still need a full time Site Coordinator. The Chester Site Coordinator did not complete probation and left the position on May 5th, 2022 and it also has a Peer helping run the center but needs to have a full time Site Coordinator.**
- Can the department use other wages until the next budget cycle? **Other wages are being used currently, but the demands of running a Wellness Center is greater than the 29- hours an Extra Help employee can provide.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number of Site Coordinators.**
- What core function will be impacted without filling the position prior to July 1? **Without a Site Coordinator to run the Wellness Center operations, the Wellness Center would be without employee coverage. Reduction of hours the Center is open would impact the community and the clients as well as the billing of the Center.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There is a potential for the Behavioral Health Department to suffer the loss of revenue due to the client's ability to access the Center for**

Crisis intervention and groups. This would reduce the Medi-Cal reimbursement of funding to the department.

- A non-general fund department head needs 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? **No impact is expected as funding is secure and ongoing.**
- 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? **No General Fund monies support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses, long-term hospitalizations, and future MHSA program development. Some reserves have been used in the past 3 budget years and financial reductions are currently a priority for sustainability.**

Plumas County Behavioral Health Department
May 2022

44- Funded and Allocated in 20/21

46-Allocated and Funded 21/22

10- Vacant Positions (Pink boxes Extra Help)

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: May 6, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director *NS*

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 17, 2022

RE: DISCUSSION ON JOB CLASSIFICATION WAGE RANGE SURVEY RESULTS FOR DEPUTY DISTRICT ATTORNEY I, II, III, AND ASSISTANT DISTRICT ATTORNEY DEPARTMENT #70301 & DEPUTY COUNTY COUNSEL I, II, III, AND ASSISTANT COUNTY COUNSEL DEPARTMENT #20080

IT IS RECOMMENDED THAT THE BOARD:

The District Attorney's, David Hollister, recruitment for the Deputy District Attorneys has not been successful to date. I suggested conducting a wage survey for these positions and this action has been completed. Mr. Hollister wanted his wage survey included so this has been included as well as the County Counsel position.

BACKGROUND AND DISCUSSIONS

Human Resources Department have not received qualified applicants for the recruitment to fill the District Attorney's vacant positions. The Board of Supervisor have directed Human Resources to recruit and fill vacant, funded and allocated 2.0 FTE Deputy District Attorney I, II or III positions. With the lack of applicants, one area to review are the wages for these positions and including recent graduates waiting on their Bar results.

The Human Resources department conducted wage surveys starting with the traditional ten (10) counties we have used in the past for wage comparisons. We ask that the Board of Supervisors review these survey results for the job class series of Deputy District Attorneys and provide guidance to the Human Resources Director on next steps in this process.

Human Resources has included both the District Attorney's wage survey results as well as the County Counsel's attorneys. Attached are three Exhibits:

Exhibit A: District Attorney Salary Survey and Experience Required

Exhibit B: County Counsel Salary Survey and Experience Requirements
Exhibit C: District Attorney's Office Survey Results

These surveys identify an average increase wage for these positions. I would recommend using the average wage identified on the Human Resources survey to increase base wages to these attorney job classifications. I would also recommend increases the DA's base wage to the average of \$72.59. There is also the consideration of the average wage for County Counsel's, which is \$70.71 base rate of pay.

District Attorney's Department #70301:

<u>Job Classification</u>	<u>Current wage</u>	<u>Proposed Wage</u>
Assistant DA	\$45.84	\$54.62
Deputy DA I	\$32.56	\$35.18
Deputy DA II	\$34.19	\$39.16
Deputy DA III	\$39.59	\$43.60

County Counsel's Department #20080:

<u>Job Classification</u>	<u>Current Wage</u>	<u>Proposed Wage</u>
Asst. County Counsel	\$43.70	\$55.44
Deputy County Counsel I	\$33.10	\$36.08
Deputy County Counsel II	\$34.78	\$40.22
Deputy County Counsel III	\$40.26	\$45.24

I appreciate the opportunity to bring this forward to the Board of Supervisors and I am now seeking your recommendations for addressing the wage range survey results through Resolution for these job classifications.

Thank you for your consideration in this highly important matter.

DISTRICT ATTORNEY SALARY SURVEY 04-28-2022

Exhibit A

COUNTY	District Attorney	Asst DA	Dep DA I	Dep DA II	Sr Dep DA	Assistant DA	Asst Dep DA	Dep DA IV	Asst Dep DA V	Chief Deputy DDA
Amador	\$73.29	-	\$38.10	\$41.84	\$46.09	\$50.62	-	-	-	-
Calavares	\$81.76	\$59.31	\$35.02	\$40.74	\$47.15	\$54.60	-	-	-	-
Colusa	\$68.16	-	\$36.28	\$40.06	\$44.23	-	-	-	-	\$51.42
Del Norte	\$60.33	\$46.99	\$33.42	\$38.48	\$42.28	-	-	-	-	-
Glenn	\$65.57	\$47.87	\$33.93	\$37.49	\$41.42	-	\$36.93	-	-	-
Inyo	\$81.46	\$55.40	\$39.82	\$41.80	\$45.01	\$48.43	\$49.64	-	-	-
Lassen	\$50.62	-	\$31.20	\$34.28	\$37.67	-	-	\$39.50	\$43.43	
San Benito	\$83.94	\$66.98	\$34.72	\$40.20	\$46.54	-	-	-	-	-
Tehama	\$72.62	\$47.75	\$33.34	\$36.80	\$40.64	\$44.84	-	-	-	-
Tuolumne	\$88.20	\$58.03	\$35.95	\$39.92	\$45.00	\$50.22	-	-	-	
Average	\$72.59	\$54.62	\$35.18	\$39.16	\$43.60	\$49.74	\$43.29	\$39.50	\$43.43	\$51.42
Plumas	\$53.27	\$45.84	\$32.56	\$34.19	\$39.59					

DISTRICT ATTORNEY SALARY SURVEY 04-28-2022
EXPERIENCE REQUIRED

EXPERIENCE REQUIRED

DISTRICT ATTORNEY SALARY SURVEY 04-28-2022
EXPERIENCE REQUIRED

COUNTY	District Attorney		Dep DA I	Dep DA II	Dep DA III	Dep DA IV	Sr Dep DA	Assistant DA V	Chief Deputy DDA	
	Asst DA	Asst DA II								
Tehama	Bar member and JD; 5 to 7 yrs relevant legal exp desirable. Other combinations of education and exp may be considered.	Bar member and JD	Bar member and JD and 1 yr exp as an attorney practicing law, preferably in the area of criminal prosecution.	Bar member and JD and 3 yrs exp as an attorney practicing law, preferably in the area of criminal prosecution.	Bar member and JD and 3 yrs exp as an attorney practicing law, preferably in the area of criminal prosecution.	Bar member and JD and 5 yrs exp as an attorney practicing law, preferably in the area of criminal prosecution. Ability to prosecute complex and/or high penalty cases with min supervision req'd for advancement to the level of DDA IV.				
Tuolumne	Bar member, JD, and 3 yrs increasingly responsible exp in public or private related to county or govt law that included supervising attorneys and support staff, as well as trial experience.	Bar member and JD	Bar member and JD plus 2 yrs professional legal exp at a level equal to DDA I in Tuolumne County	Bar member and JD plus 4 yrs professional legal exp incl 2 yrs at a level equal to DDA II in Tuolumne County	Bar member and JD plus 6 yrs professional legal exp incl 2 yrs at a level equal to DDA III in Tuolumne County	Bar member and JD plus 6 yrs professional legal exp incl 2 yrs at a level equal to DDA IV in Tuolumne County				
Average										
Plumas	Bar member and 7 yrs professional legal exp comparable to that of a DDA III with Plumas County.	Bar member	Bar member and 1 yr professional legal experience comparable to that of a DDA I with Plumas County.	Bar member and 4 yrs professional legal experience comparable to that of a DDA II with Plumas County.						

COUNTY COUNSEL SALARY SURVEY 04-28-2022

Exhibit B

COUNTY COUNSEL SALARY SURVEY 04-28-2022
EXPERIENCE REQUIRED

EXPERIENCE REQUIRED

COUNTY COUNSEL SALARY SURVEY 04-28-2022
EXPERIENCE REQUIRED

Base Salary
5 May 2022

	<u>DDA I</u>	<u>Dep CoCo I</u>
S1	67,724	68,848 (+1.6%)
L5	105,185	106,891 (+1.6%)
	<u>DDA II</u>	<u>Dep CoCo II</u>
S1	71,115	72,342 (+1.6%)
L5	110,406	112,299 (+1.7%)
	<u>DDA III</u>	<u>Dep CoCo III</u>
S1	82,347	83,740 (+1.7%)
L5	127,857	130,000 (+1.7%)
	<u>DA</u>	<u>County Counsel</u>
S1	110,801	138,174 (+19.9%)
L5	141,419	214,406 (+34%)

Surrounding Counties

Lassen County DA = \$131,193

Sierra County DA = \$140,284

Butte County DA = \$219,306

Tehama County DA = \$138,800

1st 5 DDA Job Postings on CDAA Website

Mendocino Co DDA III (2 yrs exp) \$99,049 – 120,411

Napa Co DDA I (0 exp) \$96,033-115,252

Solano Co DDA I-IV \$78,382 – 170,569

Madera Co DDA III \$99,813 – 121,323

Fresno Co DDA I-IV \$69,550 – 138,554

Item 4C



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR
COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
JOSHUA BRECHTEL
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

May 11, 2022

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *County Counsel*

SUBJECT: Discussion and possible action on revisions to the Plumas County Purchasing Policy

Background:

The current County Purchasing Policy was adopted August 16, 2005. In the last seventeen years there have been a number of changes to the law, requiring amendments. This has resulted in a document which is difficult to read and understand, creating confusion and frustration for our county departments.

The County Counsel's Office was made aware of needed provisions required for an audit by the Sheriff's Office. This draft consolidates and clarifies the previous policy, while also including the required language for the audit, and additional provisions to address contracts that include state and federal reimbursement provisions. The audit has set a deadline of May 24, 2022 to incorporate the necessary language into our purchasing policy. If additional changes are needed to the policy, Counsel requests the current version be adopted with direction to staff to bring forward a revised version within ninety (90) days.

Proposal:

The County Counsel's Office seeks Board input on a new purchasing policy, including whether the Board is interested in increasing the purchasing authority of the Purchasing Agent to the statutory amount of \$50,000 as outlined in Government Code section 25502.3, and whether to update the contractual amounts that require formal solicitation of bids.

Action:

It is recommended that the Board of Supervisors either approve the attached Purchasing Policy and/or provide other direction to staff.

END OF MEMORANDUM

COUNTY OF PLUMAS

PURCHASING POLICY

Adopted –

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

Procurement involves the process of selecting and vetting vendors, establishing payment terms, strategically negotiating contracts, and the actual purchasing of goods.

Procurement is concerned with acquiring (procuring) all goods, services, and work vital to an organization.

This manual establishes a Board of Supervisors policy that requires competitive procurement processes, defines the various methods thereof, and sets forth exemptions and exceptions thereto for certain goods and services. This policy also establishes criteria where the exemptions and exceptions may be used, and the process for using such exemptions and exceptions. This policy implements the provisions of the applicable State of California and County of Plumas laws and regulations governing the County's purchase of goods and services.

Each County department is responsible for the purchase of supplies, equipment and services for the County unless otherwise specified by the policy or other Board policy.

1.1 PURPOSE

The purpose of this Purchasing Policy is to establish guidelines for authorization, soliciting, and appropriate conduct of purchasing activities relating to the acquisition of approved goods and services for Plumas County Offices. This policy is intended to provide a transparent, competitive, fair, and impartial process for conducting business with Plumas County's vendor community. Each department shall maintain a Purchasing Manual, including this policy as well as any applicable departmental protocols or policies. As revisions or supplements are approved by the Board and distributed by the Purchasing Agent, each department is responsible for ensuring that such items are added to its Purchasing Manual. All purchases must be made in accordance with this policy, other County policies and procedures, as well as any and all applicable laws. All purchases are subject to audit at any time.

This Purchasing Policy shall constitute a "bidding procedure plan" pursuant to Plumas County Code Section 3-1.11.

1.2 PURCHASING AGENT

The County Administrative Officer has been designated Plumas County's Purchasing Agent. The duties and authority of the Purchasing Agent are defined by California statute, the Plumas County Code, and other resolutions and orders of the Board of Supervisors. Under that authority, the Purchasing Agent is responsible for the following activities:

- Assist departments in matters related to the identification of possible supply sources, alternative product examinations, specification preparation, order follow-up and material expediting, and adherence to all contract terms and conditions.
- Assist departments in determining the appropriate method of acquisition and solicitation.
- Purchase, rent or lease of supplies, equipment, and services.
- Sell, lease, trade, or otherwise dispose of personal property that is no longer needed for County use.
- Prepare, maintain, and amend the procedures to implement the Purchasing Policy.

Should the position of County Administrative Officer be vacant, the duties of the Purchasing Agent shall pass to the Chair of the Board of Supervisors.

1.3 RESPONSIBILITIES FOR COUNTY DEPARTMENTS

Departments are responsible for the following activities:

- Ensure that all purchases are made for official county business and make appropriate use of County funds.
- Submit request for acquisition of goods and services in a manner suitable to the type of solicitation required.
- Assure all requests are properly budgeted in the appropriate account.
- Provide adequate descriptions, specifications, scopes of work, or other instructions to ensure a clear understanding of the requirements, including special conditions required by any grant or alternative funding source to be used for the purchase.
- Provide punctual responses to questions throughout the procurement process.
- Provide adequate inspection, receiving, and quality control practices for all purchases.
- Assure receipt and payment for goods and services are documented and submitted to the Auditor in a manner consist with the approved contract and within the applicable prompt payment discount timeframes.
- Consult with Purchasing Agent as needed for assistance with resolving problems with product or service delivery and vendor performance.
- Registration of County-owned vehicles and heavy equipment.

- Ensure all vendors and contractors have not been suspended or debarred from participation in federal awards prior to entering into the contract of more than \$25,000. This is done through either by (1) self-certification by vendor or contractor or (2) by checking the federal System for Award Management (SAM) website at <https://sam.gov/content/home>. Click on the Search button and type in the name of the vendor or contractor. It is suggested that a screen shot of the negative results page be kept with the procurement/contract records to support eligibility verification occurred prior to entering into the transaction.

1.4 RESPONSIBILITIES FOR COUNTY AUDITOR

The County Auditor is responsible for the following activities:

- Administration of Procurement Card (credit card) program.
- Timely payment of invoices properly submitted by the county departments to take advantage of discount timeframes and avoid late fees.

SECTION 2

COMPETITIVE PROCUREMENT

It is the policy of Plumas County to make appropriate use of County funds and promote transparency through the use of open and full competition to the maximum extent possible. Contracts for the purchase of County personal property or services shall be awarded as the result of a competitive process, except as otherwise provided for in this policy or by law where a competitive process is required.

2.1 THRESHOLDS

The following thresholds apply to procurement activities for the purchase of any goods or services required by Plumas County departments and agencies where a competitive process is required, except for public projects.

Plumas County Threshold		
<u>Equal to or less than</u> <u>Between</u>	<u>Over \$4,000 and under \$5,000</u>	Informal Solicitation
Between	Over \$5,000 and under \$25,000	Informal or Formal Solicitation depending on complexity
At or Above	\$25,000 _[SG1]	Formal Solicitation

Public projects are governed by the California Public Contract Code, have different thresholds, and must be solicited in accordance with the applicable State Code and requirements. Through Plumas County Resolution 06-7301, Plumas County has elected to be subject to uniform public cost accounting procedures for public projects as defined in Public Contract Code section 22002.

The current limits are set forth in the Procurement Procedures Manual. Public projects include, but are not limited to, construction, improvement, or repairs of County facilities.

Purchases shall not be artificially divided to circumvent any competitive bidding requirements. In addition, no department or employee shall draft or cause to be drafted any specifications in such a manner as to limit the bidding directly or indirectly to any one specific vendor, or any specific brand, product, thing, or service, except for those items that are standardized for a particular purpose, are approved as exempt from competitive bidding requirements, or are approved as sole source purchases.

2.2 SMALL PURCHASES

Department heads or designees are authorized to make individual purchases of products and services with an estimated total cost of ~~\$45~~,000 or less, including tax, installation, and freight, if in the opinion of the department head, such direct purchases are in the best interest of the County.

The delegation of authority to make small purchases is not intended to be a substitute for centralized purchasing, or to be used to engage in repetitive purchasing without adequate analysis and competition. The following products and services are not authorized for direct purchase without prior approval from the Purchasing Agent:

- Construction, improvements, and maintenance of facilities
- Information technology software and hardware
- Telecommunications equipment
- Road projects, including parking lots and trails
- Vehicles and heavy equipment
- Any products or services available through department or Countywide contracts

2.3 INFORMAL SOLICITATIONS

Purchases of goods and services with an estimated cost of less than \$25,000 may be conducted through informal solicitation, depending on the complexity. The Purchasing Agent may require that a formal solicitation process be used if, in the Purchasing Agent's judgment, a formal solicitation is in the best interest of the County.

Informal solicitations may be handled either by the department or the Purchasing Agent. A minimum of three quotes for goods or services will be sought and evaluated to determine the lowest responsive bidder or the best value for the County. Any award based on an informal solicitation shall be documented with the applicable reason and justification for the award.

2.4 FORMAL SOLICITATIONS

Purchases of good or services with an estimated total cost of \$25,000 or more shall be made in accordance with the applicable procedures for Formal Solicitations and this section, which sets forth the requirements for competitive sealed solicitations, including, but not limited to, Invitations for Bids, Requests for Proposals, Requests for Qualifications, Requests for Information, and any other formal solicitation method.

A. Public Notice and Solicitation Period

Public notice of formal solicitation shall be issued not less than ten (10) County working days prior to the opening. A notice shall be posted in a public forum. The public notice must specify the place where solicitation documents may be obtained, if a fee applies, and the time and place for submission of solicitation responses.

B. Specifications/Scope of Work

Specifications and scopes of work shall permit free and full competition to the maximum extent possible under the attendant circumstances. Purchasing Agent shall make the final determination of the acceptability of specifications and scope of work requirements to be included in any solicitation.

A firm or vendor may be utilized as a professional consultant to assist the County with the development of the specifications. Any such firm or vendor who participates in this capacity is prohibited from responding to the resulting solicitation.

Solicitation documents shall identify all criteria which will be considered in an award recommendation.

C. Addenda to Solicitations

Addenda shall be distributed to all firms known to have received solicitation documents. Addenda which are issued within four (4) County working days of the solicitation due date shall also include an extension of the due date. The extension shall not be less than four (4) County working days from the date the addendum is issued. Addenda which cancel a solicitation in its entirety may be issued at any time prior to the solicitation's posted due date.

D. Receipt of Responses/Opening

Vendors shall respond in the manner set forth in the solicitation.

Late responses to the County's solicitations shall not be accepted.

Formal solicitations shall be received via a secure method which prevents anyone from viewing the responses until after the deadline specified in the solicitation.

All responses shall be opened in the presence of one or more witnesses and in a public forum, at the time and place designated in the solicitation, and shall be administered by the Purchasing Agent.

E. Public and Confidential Records

Responses to Requests for Proposals and Requests for Qualifications shall be considered confidential records upon receipt and throughout the evaluation process.

Responses to Invitations for Bids shall be considered public records immediately upon the opening of the responses. Copies of the bid responses and other associated documents shall be made available upon request.

Records maintained by the Purchasing Agent to document processing and award of any solicitation shall be kept in accordance with the County's document retention policy.

F. Solicitation Clarifications

A firm shall be permitted the opportunity to furnish other information called for by the solicitation and not supplied in the original response, provided it does not affect the price of the contract and does not give the responding firm an advantage or benefit not enjoyed by other respondents, in accordance with the criteria established in the solicitation.

A firm shall not be permitted to correct a response for errors of judgment.

The Purchasing Agent shall maintain complete and sufficient records of evidence used to identify the oversight and the clarified response.

G. Option to Reject, Waiver, and/or Re-Solicit

The Purchasing Agent shall maintain complete and sufficient records of evidence used to justify any action taken under this section.

1. The County reserves the right to reject a response which is in any way incomplete, irregular, amplified, unqualified, conditional, or otherwise not in compliance with the solicitation documents in all material respects.
2. The County may waive any informality, irregularity, immaterial defects, or technicalities in any response.
3. The Purchasing Agent may reject or cancel a solicitation, prior to or after receipt of responses, if it is determined that an award would not be in the best interest of the County and in accordance with applicable federal, state or local laws or ordinances, rules, regulations, and policies. If the responses are rejected or the solicitation is cancelled, the County may re-advertise the product or service or negotiate, whichever is in the best interest of the County.

H. Evaluation and Award

Responses to a solicitation shall be evaluated and awarded based on the criteria specified in the solicitation. Responses shall be inspected, reviewed and evaluated by the Purchasing Agent, who may request input and/or assistance from other County staff. Awards shall be made to the firm who submitted the lowest responsive and responsible bid, or to the highest ranked firm, as determined by the method specified in the solicitation. All evaluations shall provide sufficient justification for the award recommendation.

Notice of awards shall be made in a public forum and include the date of the award, the successful vendor name and location, and the contract amount.

I. Option to Cancel Award

Failure on the part of the awarded firm within the time allowed to execute an awarded contract, furnish an acceptable performance bond, or comply with any other requirement imposed prior to execution of the contract shall be considered just cause for cancellation of the award and forfeiture of any applicable bid security. The Purchasing Agent or designee may award a contract to the next lowest responsible and responsive bidder, or to the next highest ranked firm, as determined by the method specified in the solicitation, re-advertise the solicitation, or take any other actions deemed appropriate by the County.

2.5 EXCEPTIONS TO COMPETITIVE SOLICITATION

The use of competitive solicitation process is required unless there is an authorized basis for an exception, as defined below, or as permitted for by law. Exceptions must be not exercised indiscriminately as a method of circumventing the competitive process and related County policies.

- A. Purchases made from other public agencies competitive solicitations, or by use of Joint Powers Agreements, Cooperative Purchasing programs, Pooling Agreements, and other recognized types of agreements used by government agencies to combine agency requirements for purchases.
- B. Expert and professional services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience.
- C. Purchases of commodities and services from public and non-profit corporations operating work centers for the handicapped as defined by the Welfare and Institutions Code.
- D. The Purchasing Agent or designee determines that it is in the best interest of the County to extend or renew a contract, provided the extension or renewal does not adversely affect the integrity of the original award. Such extensions or renewals shall not be excessively utilized without Board approval.
- E. The Purchasing Agent or designee determines that competitive proposals do not produce any advantage, or it is impractical to obtain what is required and to observe a competitive process.

2.6 SOLE SOURCE/SINGLE SOURCE

A contract or purchase may be awarded without a competitive process if it meets either of the following criteria:

- A. Sole Source – a product or service which is the only product or service that satisfies the department's operational requirements, usually because of a technological, specialized, or unique character, or proprietary nature.
- B. Single Source – a product or service that can only be obtained from a sole provider.

The Purchasing Agent shall approve all sole source and single source purchasing prior to the County entering into a contract.

2.7 EMERGENCY PURCHASES

An Emergency is defined as an unexpected and pressing situation which requires swift and immediate procurement action precluding regular procurement policy and is essential to public life, health, safety, or improved property of the County.

- A. Department Level Emergency – In the event of an emergency which requires immediate action at the department level and limits the ability of the County to conduct a competitive solicitation, the department director or authorized designee may authorize an exception to the standard Purchasing Policy and related procedures to address the immediate need. Emergency purchases under \$5,000 are subject to ratification by the Purchasing Agent. Emergency purchases of \$5,000 or more are subject to ratification by the Board of Supervisors as required by Section _____.
- B. Local Emergency – In the event of a local emergency proclamation, procurement actions necessary to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public or private property through cost-effective measures, may be performed outside the existing policy requirements. The existing policy may be modified, waived or suspended, where deemed necessary, subject to the approval of the Board of Supervisors, as prescribed in Public Contract Code Section 22050.
- C. State & Federal Emergency – In the event of an emergency declared at either a State or Federal level, all procurement actions necessary to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall be pursuant to applicable State and/or Federal policies and procedures.

2.8 PROHIBITION AGAINST PROJECT LABOR AGREEMENTS

Except and unless as otherwise authorized by State or Federal law as a contracting or procurement obligation or as a condition of the receipt of State or Federal funds, the County shall not require a contractor on a County public project to execute or otherwise become a party to a project labor agreement as a condition of biddings, negotiating, award or performance of the public project.

2.9 UNAUTHORIZED PURCHASES

All purchases must be made in accordance with this policy, other County policies, as well as any and all applicable laws, and are subject to audit at any time. Departments are responsible for ensuring that all purchases are made for official county business and make appropriate use of County funds.

The Purchasing Agent shall investigate any Unauthorized Purchase that is brought to his/her attention and determine the actions necessary to correct the matter. Actions may include, but are not limited to: approval or ratification of the purchase by the Purchasing Agent or the Board of Supervisors; return of the purchased items, and/or; refer the issue to the applicable Department Head for disciplinary action.

SECTION 3

PLUMAS COUNTY PREFERENCE

3.1 LOCAL PREFERENCE

In recognition of the economic benefits provided by businesses located within Plumas County, a local preference credit of 5%, but not cumulatively greater than five thousand dollars (\$5,000), for Plumas County businesses shall be permitted when evaluating competitive solicitations for supplies, equipment, materials and services that are not part of a public project. The Purchasing Agent's determination regarding a business' local preference credit shall be final.

A business qualifying for a local preference credit shall meet the following criteria:

- Establish a place of business within Plumas County at least six (6) months prior to publication (or posting) of applicable competitive solicitation.
- Possess a valid resale license from the State Franchise Tax Board evidencing the business' local address within Plumas County and that payment of the local share of the applicable sales tax goes to either a city within Plumas County or to Plumas County.
- Payment of applicable business and/or real property tax to Plumas County for the most recent tax year.
- Maintain proper certification on file with the Purchasing Agent that demonstrates compliance with the provisions of this section.

3.2 RECYCLED PRODUCTS

The County will actively encourage suppliers to offer recycled products that meet the County's performance requirements. A preference of up to 10%, but not cumulatively greater than five thousand dollars (\$5,000) may be given to solicitations for products meeting the definition of recycled product cited in California Public Contract Code. Discretion is given to the Purchasing Agent to make a determination as to whether to apply the discount and to what extent at the time of the development of the solicitation. Such discount will have measurable standards and shall be applied when required by statute or grant requirements.

County departments and offices are encouraged to promote and facilitate the purchase of recycled content products to the extent practical and at the same time remain fiscally feasible.

SECTION 4

PROTESTS

Any bidder or offeror who is aggrieved in connection with a solicitation or award of a solicitation, shall have the right to protest to the Purchasing Agent. The aggrieved party shall submit a formal written protest to the Purchasing Agent within five (5) County business days after such aggrieved party should have known the facts giving rise thereto. The alleged grounds for protest shall be

limited to the following: (1) the County failed to follow the procedures or requirements specified in the bid document, Request for Proposals, or other solicitation; (2) County employees or evaluation committee members engaged in misconduct or impropriety, or; (3) the County's delegation of the protesting bidder as non-responsive was incorrect due to an issue of fact or law not apparent on the face of the bid document or proposal. A formal written protest shall state all grounds claimed for the protest and include supporting documentation. Failure to file a formal written protest within the time prescribed shall constitute a waiver of all protest rights.

The Purchasing Agent shall issue a decision within seven (7) County business days after receipt of the protest. The Purchasing Agent's investigation shall respond to the protest on the grounds stated within the protest. The Purchasing Agent's decision shall be final.

In the event of a timely and properly filed protest, the County shall not proceed further with the recommended award until the protest is addressed by the County unless the Purchasing Agent, in consultation with the head of the requesting department, makes a determination that the award of a contract without delay is necessary to protect a substantial interest of the County.

SECTION 5

CONTRACT APPROVAL AUTHORITY

The Board of Supervisors, the County Administrative Officer, the Purchasing Agent (or his/her designee), or a Department Head are responsible for the approval of County issued contracts within the limits contained in this Policy, unless otherwise permitted by ordinance or as expressly authorized by the Board. The following policies set forth the requirements for execution of purchasing related matters.

5.1 BOARD OF SUPERVISORS APPROVAL REQUIRED

- A. All contracts required by law to be approved by the Board of Supervisors.
- B. All contracts with a total cost of \$10,000 or more.
- C. All contracts covering more than one fiscal year that are \$10,000 or more.
- D. Approval of recommended Qualified Lists and extensions thereof.
- E. Change orders, alterations or addenda to a Board of Supervisors' approved contract for a public project which exceeds the limits prescribed in California Public Contract Code section 20142.
- F. Change orders, alterations or addenda to a Board of Supervisors' approved contract.
- G. Sale, transfer, or disposal of surplus personal property, having an individual current value of more than \$5,000 as identified in the Plumas County Capital Assets Inventory, unless otherwise prohibited by law.

- H. Emergency purchases of good or services which require Board action in accordance with Section 2.7 of this Policy.
- I. Rejection of all responses to a solicitation, or cancellation of a solicitation, with a value of more than \$10,000. Board approval may be requested concurrently with approval to award the new solicitation.
- J. All contracts where the contractor has provided services prior to the date of County signature.

5.2 BOARD OF SUPERVISORS RATIFICATION REQUIRED

- A. Change order to construction contracts which ordinarily require Board of Supervisors approval, but are approved by the County Administrative Officer or the administering department because of emergency, damage, decay, or where the public interest would suffer by delay, shall be submitted by the administering department at the next regularly scheduled Board meeting for ratification.
- B. Emergency purchases of more than \$5,000 must be submitted by the responsible department at the next regularly scheduled Board meeting.

5.3 PURCHASING AGENT OR DESIGNEE APPROVAL AUTHORITY

- A. All contracts over \$5,000 but under \$10,000.
- B. All multi-year contracts under \$10,000.
- C. Change orders, alterations, or addenda to a Board of Supervisors approved contract that changes or amends the contract in an amount that is not more than ten percent (10%) of the Board-approved amount, not to exceed \$10,000, provided the change does not adversely affect the integrity of the original award, and authority for such changes was included with the original Board approval.
- D. Rejection or cancellation of solicitations with an apparent contract award amount of less than \$10,000.
- E. Ratification of Department Level Emergency Purchase of less than \$5,000.
- F. Contracts for environmental impact reports (EIRs) for County-funded projects up to the limit authorized by California Government Code Section 25502.3

5.4 DEPARTMENT HEADS AUTHORITY

- A. Department Heads may authorize Small Purchases of goods and services in accordance with Section 2.2 of this policy.
- B. When the Department Head is authorized to execute contracts, subsequent change orders, alterations, or addenda to a Board of Supervisors' approved contract that changes or amends the contract in an amount that is not more than ten percent (10%) of the Board-approved amount, not to exceed \$5,000, provided the change does not

adversely affect the integrity of the original award, and authority for such changes was included with the original Board approval.

SECTION 6

ETHICS

Plumas County employees shall adhere to the Plumas County Code of Ethics and shall perform their duties impartially so as to assure fair competitive access to the County's procurement process by all responsible suppliers, contractors, and providers of services and to foster public confidence in the integrity of the County's procurement process.

County employees shall not solicit or accept any fee, compensation, gift, payment of expenses, or promise of compensation in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a requirement, specification, standard, or contract. Employees shall discourage any inappropriate contact or encroachment on one's official duties by anyone who seeks to influence a procurement decision, and shall conduct their dealings with all suppliers of goods or services in a fair and impartial manner that guards against even the appearance of impropriety.

CONFLICT OF INTEREST

No contracts shall knowingly be issued to any current County employee or his/her immediate family, or to any former employee or his/her immediate family until two years after separation, without prior notice to the County Administrative Officer.

Upon discovery of an actual or potential conflict of interest, an employee shall promptly (1) notify his/her supervisor or the County Administrative Officer and (2) withdraw from further participation in the transaction involved. County Counsel may be consulted for an opinion whenever there is any question of a conflict of interest.

Department heads are responsible for determining whether consultants contracted by the County are subject to the reporting requirements of the County's Conflict of Interest Code. Should the department head determine that the consultant is not subject to the County's Conflict of Interest Code reporting requirements, the department head shall make a written finding to that effect and shall attach a copy of the finding to the contract documents.

GIFTS AND OTHER CONSIDERATION

County employees, officers, or officials, by virtue of their positions, shall not receive any special consideration from vendors or merchants in their personal affairs nor shall they attempt in their official capacities to procure goods, supplies, equipment or services for the private use of any person, including any employee, officer, or official of the County.

County employees shall not accept gifts, entertainment, or anything of more than nominal value from vendors or potential vendors. Any such gifts received by an employee shall be returned to the giver. Examples of acceptable gifts might include pencils, scratch pads, calendars, other advertising supplies where such items can be shared at a public counter, or promotional items offered to such employees in their private capacity in the same manner as to any other member of the public.

The acceptance of any gratuity in the form of cash, merchandise, or anything of value by an official or employee of the County from any vendor is a violation of County policy and may be cause for disciplinary action. The offer of any such gratuity to any official or employee of the County by any vendor shall be cause for declaring such individual or firm to be irresponsible vendor and debarring such vendor from bidding or otherwise doing business with the County, subject to the opportunity to appeal provided in Section 8 of this Policy.

SECTION 7

COUNTY COUNSEL APPROVAL

All contracts for goods or services of \$1,000 or above must come to County Counsel for approval. All required exemption approvals must be obtained from the Purchasing Agent prior to review.

SECTION 8

VENDOR APPEALS AND DEBARMENT

After consultation with County Counsel and after reasonable notice to the vendor involved and reasonable opportunity for the vendor to be heard, the Purchasing Agent shall have the authority to debar a person for cause from consideration for award of contracts. This determination may be appealed to the Board of Supervisors.

SECTION 9

FEDERAL AND STATE CONTRACT REQUIREMENTS

For all applicable contracts, including contracts with FEMA Reimbursement, the County will ensure compliance with the Equal Employment Opportunity provisions in 41 CFR § 60-1.4(b); the Davis Bacon Act in 40 U.S.C. 3141–3148; the Copeland “Anti-Kickback” Act in 40 U.S.C. 3145; the Contract Work Hours and Safety Standards Act in 40 U.S.C. 3701–3708; the Clean Air Act and Federal Water Pollution Control Act in 42 U.S.C. 7401–7671q and 33 U.S.C. 1251–1387; the Energy Policy and Conservation Act in 42 U.S.C. 6201; the Byrd Anti-Lobbying Amendment in 31 U.S.C. § 1352, and other applicable sections under the United States Code and Code of Federal Regulations. Additionally, the County will ensure contractors will not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. All changes to these contracts will be in writing, and access to records will be provided to FEMA or the Comptroller General of the United States. If the contract involves a “funding

agreement" pursuant to 37 CFR § 401.2 (a), the contractor will comply with the requirements of 37 CFR Part 40.

The County will also ensure compliance with Senate Bill 1120 (Chapter 1170, Statutes of 1990), the Drug Free Workplace Act of 1990, the Federal Drug Free Workplace Act of 1988 (41 USC 701) and federal law under 28 CFR Part 67, Subpart F, Sections 615 and 620.

- For all contracts where the County will seek FEMA reimbursement, the Department will ensure all vendors and contractors have not been suspended or debarred from participation in federal awards by checking the federal System for Award Management (SAM) website at <https://sam.gov/content/home>.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the May 17, 2022 meeting of the Plumas County Board of Supervisors

May 9, 2022

To: Honorable Board of Supervisors

From: John Mannie, Director of Public Works

Subject: Authorization for the Department of Public Works to fill the pending vacancy of one (1) FTE Fiscal Officer/Administrative Services Manager.



Background:

The current Public Works Fiscal Officer/Administrative Services Manager has submitted his resignation letter and the Department accepted it. The employee is moving out-of-state in search of better opportunities for his family. His last day will be June 17, 2022.

The Department is requesting to fill the Public Works Fiscal Officer/Administrative Services Manager position as soon as possible to maximize time for available training if possible.

The position is funded and allocated in the proposed FY21/22 budget of the Department of Public Works.

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

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one FTE Public Works Fiscal Officer/Administrative Services Manager.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Fiscal Officer/Administrative Services Manager

Is there a legitimate business, statutory or financial justification to fill the position?

The Fiscal Officer oversees the Fiscal Technicians as well as the overall finances and administration of the Department which includes the following budgets:

1. Road Department
2. Flood Control District
3. Solid Waste Division
5. Plumas County Transportation Commission
6. County Service Area #12 (Public Transit Opeations)
7. Engineering Department (County Engineer and County Surveyor)
8. Walker Ranch Community Services District
9. Beckwourth County Service Area
10. Quincy Lighting District
11. Crescent Mills Lighting District

The FO/ASM and the three Fiscal Technicians are the critical workforce for administrative services, which supports the operations of the entire Department and all of its assigned departments, divisions and special districts.

Why is it critical that this position be filled at this time?

The FO/ASM provides consistent financial and administrative support for the Department and a prolonged vacancy will negatively impact the performance of the Department. In addition, any amount of training that can be provided by the current FO/ASM prior to leaving will be extremely beneficial to the new FO/ASM and to the Department as a whole.

How long has the position been vacant?

The position will be vacant as of 06/18/2022.

Can the Department use other wages until the next budget cycle?

The Department's budget line item for wages in 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?

At a minimum, there will be a negative impact to the ability of the Department to pay bills, process deposits, and perform other essential administrative duties.

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

The negative fiscal impact will be the decrease in the Department's ability to maintain cash flow and to honor contract commitments due to lack of time for the remaining staff to process financial transactions. Shortness of staff in other critical financial departments such as the Auditor's Dept. will only exacerbate the problem for Public Works.

A non-General Fund department head needs 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**

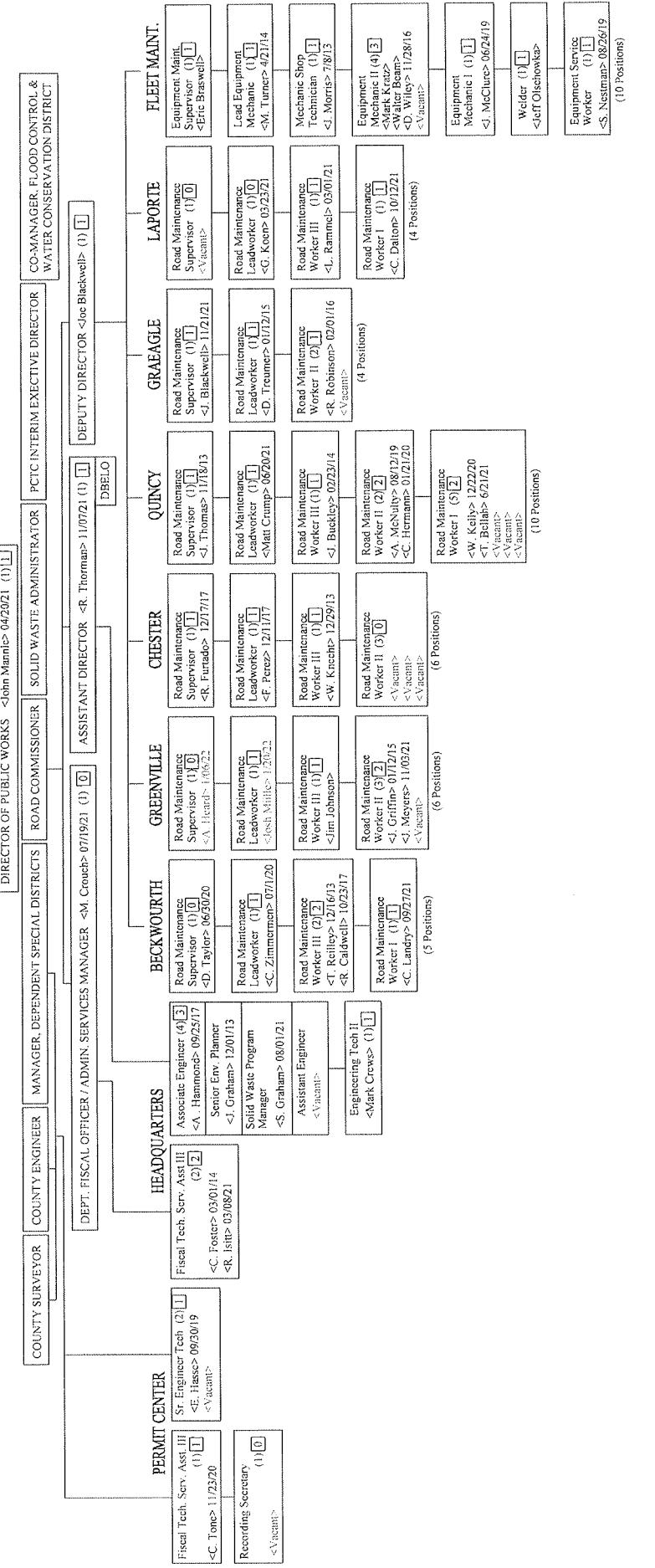
Does the budget reduction plan anticipate the elimination of any of the requested positions?
No

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? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

Yes – \$1,069,000.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

Sean Graham, Solid Waste Manager - John Mannle, P.E., Director of Public Works

AGENDA REQUEST

for the May 17, 2022 Meeting of the Board of Supervisors

Date: **May 9, 2022**

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Consideration of the calculated rate increase (6.39%) per the conditions of the 2017 Franchise Contract (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations for disposal of solid waste, as operated by franchise contractor USA Waste of California, Inc., dba Feather River Disposal (FRD) serving Franchise Area No. 1.



PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

- 1. Receive a report and recommendation from the Solid Waste Task Force pertaining to a Rate Increase of 6.39% (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Greenville, Chester and Laporte) for disposal of solid waste at said transfer stations, as operated by franchise contractor Feather River Disposal (FRD) serving Franchise Area No. 1.*
- 2. Enable commentary by the franchise contractor Feather River Disposal.*
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any.*
- 4. Consider the adoption of the proposed Resolution to Increase Rates by 6.39% as calculated per the terms of the 2017 Franchise Contract at Franchise Area No. 1 Transfer Stations.*

5. *Announce to the Board of Supervisors and public, the commencement of the Proposition 218 process for amending residential and commercial curbside pickup rates.*

BACKGROUND:

2021: In past years, rate increase analyses were to be carried out and instituted by July 1, or as soon as possible thereafter. For the calendar year of 2021, this process was disrupted due to the Dixie Fire and changes in Solid Waste staff. Because of these circumstances, the 7.29% rate increase due to FRD for transfer station collection and disposal was not instituted until July 20, 2021.

2022: On March 16, 2022, Feather River Disposal's Audited Financial Statement for the Period Ending December 31, 2021 was received by first class mail. Public Works staff reviewed the audited financial statement and forwarded the documentation to the County's independent solid waste consultant, R3 Consulting Group (R3). R3 applied the Refuse Rate Increase (RRI) procedure, as set forth in the Franchise Agreement that took effect on April 1, 2017. R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 6.39%, based upon increased operational costs.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:

On April 26, 2022, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed rate increase and to make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend that the Board of Supervisors approve a 6.39% rate increase as calculated per the terms of the Franchise Agreement that took effect on April 1, 2017. The rate increase at the Franchise Area No. 1 Transfer Stations would take effect on July 1, 2022.

PUBLIC NOTICE:

On May 6, 2022, Plumas County Public Works staff posted a Notice of Public Hearing pursuant to Prop. 13 procedures.

PUBLIC DOCUMENTS:

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 21-8606 dated and, approved at the public hearing held July 20, 2021
- 2021 FRD Audited Financial Statements

- 2022 Refuse Rate Index (RRI) Adjustments, Final Report dated April 13, 2022
- FRD Proposed 2021 Rate Adjustment – Exhibit A

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:
<https://www.plumascounty.us/2616/Public-Documents>

RECOMMENDATION:

The Solid Waste Task Force respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to the County transfer stations operated by the franchise contractor Feather River Disposal per the terms of the Franchise Agreement that took effect on April 1, 2017.

ATTACHMENTS:

- Notice of Public Hearing (and was posted in three public places within the jurisdiction).
- Proposed Resolution for Transfer Station Rate Increase
- Letter from Chair of Solid Waste Task Force



PUBLIC NOTICE

OF A PROPOSITION 13 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR DISPOSAL OF SOLID WASTE AT COUNTY TRANSFER STATIONS IN FRANCHISE AREA No. 1

SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., May 17, 2022

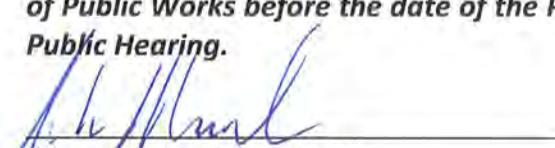
A resolution is being considered to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by Feather River Disposal (Solid Waste Franchise Area No. 1). The calculated rate increase (6.39%) is determined per the terms and conditions of the 2017 Franchise Contract for residential and commercial customers self-hauling solid waste to Plumas County transfer stations operated by the franchise contractor USA Waste of California, Inc., dba Feather River Disposal (FRD) serving Franchise Area No. 1.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Greenville, Chester and Laporte by **6.39%** beginning on July 1, 2022. These rate changes apply to the area serviced by Feather River Disposal only, not InterMountain Disposal. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:
<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 13, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.



John Mannle, P.E., Director
Plumas County Department of Public Works
Solid Waste Division



**PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

John Sciborski, Chair

MEMORANDUM

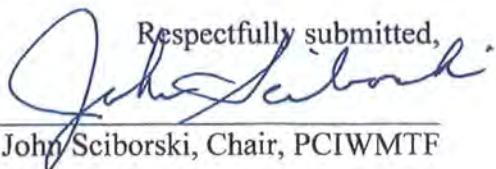
Apr. 27, 2022

From: Plumas County Integrated Waste Management Task Force
Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Franchise Areas No. 1 and No. 2
To: Plumas County Board of Supervisors

On Tuesday, April 26, 2022, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Three (3) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

The PCIWMTF endorses the proposal by Plumas County's solid waste staff to approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 6.39% and 6.41% respectively for the Fiscal Year of 2022/2023. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.

Respectfully submitted,

John Sciborski, Chair, PCIWMTF

RESOLUTION NO. 22-_____**A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR
RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING SOLID
WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE
SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)**

WHEREAS, the Plumas County Board of Supervisors, on July 20, 2021, did adopt replacement Resolution No. 21-8606, thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, the request of USA Waste of California doing business as Feather River Disposal for a rate increase was considered at the duly noticed public hearing held on May 17, 2022, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on the evidence presented at the public hearing, that the franchisee for Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 21-8606

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 21-8606, for collection, transfer and related solid waste services in Franchise Service Area No. 1, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan, currently serviced by Feather River Disposal.
- (b) **Fees for unloading at transfer sites or landfills.** The following fees, as described below and shown as "Adjusted Rate" on the attached Exhibit "A", shall be collected from the public for unloading at transfer sites or landfills, and such fees shall be the franchisee's sole compensation for the handling, transfer, hauling, and ultimate disposal activities.
 - (1) **Minimum fee.** The minimum fee for unloading shall be \$10.00; for the equivalent of two (2) cans or standard containers the fee shall be \$10.00; for the equivalent of three (3) cans the fee shall be \$15.90; and the fee shall be \$20.85 for the equivalent of four (4) cans.
 - (2) **Vehicle unloading fee.** When waste is unloaded from vehicles and such waste exceeds an amount equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size and type:

- (A) Station wagon: \$21.65
- (B) Compact pickup truck: \$26.90
- (C) Compact pickup truck with sideboards: \$34.40
- (D) Standard --- sized pickup truck: \$32.85
- (E) Standard -- sized pickup truck with sideboards: \$41.10
- (F) Larger trucks: \$23.20 per cubic yard maximum.

(3) **Fee for unloading large and restricted items.** Unusually large items increase the time and effort of disposal, and the following charges apply:

- (A) A washer or dryer, standard size refrigerator, single bed mattress, or similar—size object: \$18.60;
- (B) A standard size deep freezer, double bed mattress, or similar—size object: \$33.75 maximum;
- (C) Each tire sixteen (16") inches or less: \$4.15; Each tire greater than sixteen (16") inches to twenty (20") inches: \$8.35; Each tire greater than twenty (20") inches: \$18.60
- (D) Tree stumps are not accepted at transfer stations or at the Chester Landfill.
- (E) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) **Compacted loads.** Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$107.95 per ton.

(5) **Prohibited items.** None of the following items shall be permitted by the franchisee to be unloaded at transfer sites: dead animals, car bodies, tree stumps, explosives, toxic chemicals or any hazardous waste materials; except that household hazardous waste items may be accepted at designated transfer stations during the date and times set aside for special household hazardous waste disposal days as duly advertised by the County and the franchisee. Freon or other hazardous gases shall be removed from refrigerators and freezers prior to disposal.

(c) **Fees for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and the customer.

(d) **Rounding.** The preceding fees have been rounded to the nearest \$0.05 after adjustment.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 17th day of May 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechitel
Deputy County Counsel I

FEATHER RIVER DISPOSAL - CURRENT VS PROPOSED FEE SCHEDULE FOR TRANSFER STATION SELF HAUL SERVICE

EXHIBIT A

Description of Service	Current Rates		2022 Rate Adjustment
	ALL		Proposed Transfer Station Rate (Effective July 1, 2022)
Container Unloading Fees			
Minimum unloading fee	\$9.40		\$10.00
Two cans or standard containers	\$9.40		\$10.00
Three cans or standard containers	\$14.95		\$15.90
Four cans or standard containers	\$19.60		\$20.85
Vehicle Unloading Fees			
Station Wagon	\$20.35		\$21.65
Compact Truck	\$25.30		\$26.90
Compact Truck with Side Boards	\$32.35		\$34.40
Standard Size Pickup Truck	\$30.90		\$32.85
Standard Size Pickup Truck with Side Boards	\$38.65		\$41.10
Larger Trucks (per CY)	\$21.80		\$23.20
Large and Restricted Items			
Small Appliances: Washer, dryer, standard fridge, etc.	\$17.50		\$18.60
Large Appliances: Deep freezer, etc.	\$31.70		\$33.75
Tires (rim diameter)			
16 inches or less	\$3.90		\$4.15
Greater than 16 inches to 20 inches	\$7.85		\$8.35
Greater than 20 inches	\$17.40		\$18.50
Mattresses			
Twin/full	\$17.50		\$18.60
Queen/king	\$31.70		\$33.75
TVs/ Computer Monitors	\$4.15		\$4.40
Compacted Loads (per ton)	\$101.45		\$107.95

Item 4D4

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268

Sean Graham, Solid Waste Manager - John Mannle, P.E., Director of Public Works

AGENDA REQUEST

for the May 17, 2022 Meeting of the Board of Supervisors

Date: **May 9, 2022**

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Consideration of the calculated rate increase (6.41%) per the conditions of the 2017 Franchise Contract (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations for disposal of solid waste, as operated by franchise contractor InterMountain Disposal (IMD), serving Franchise Area No. 2.



PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

- 1. Receive a report and recommendation from the Solid Waste Task Force pertaining to a Rate Increase of 6.41% (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle) for disposal of solid waste at said transfer stations, as operated by franchise contractor InterMountain Disposal (IMD) serving Franchise Area No. 2.*
- 2. Enable commentary by the franchise contractor InterMountain Disposal.*
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any.*

- 4. Consider the adoption of the proposed Resolution to Increase Rates by 6.41% as calculated per the terms of the 2017 Franchise Contract at Franchise Area No. 2 Transfer Stations.**
- 5. Announce to the Board of Supervisors and public, the commencement of the Proposition 218 process for amending residential and commercial curbside pickup rates.**

BACKGROUND:

2021: In past years, rate increase analyses were to be carried out and instituted by July 1. For the calendar year of 2021, this process was disrupted due to the Dixie Fire and changes in Solid Waste staff. Because of these circumstances, the 2.5% rate increase due to IMD for transfer station collection and disposal was not instituted until March 1, 2022.

2022: On March 14, 2022, InterMountain Disposal submitted an Audited Financial Statement for the Period Ending December 31, 2021. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, R3 Consulting Group (R3). R3 applied the Refuse Rate Increase (RRI) procedure, as set forth in the Franchise Agreement that took effect on April 1, 2017. R3 Consulting Group reviewed the audited financial statement and concluded that IMD was entitled to a solid waste fee increase in the amount of 6.41%, based upon increased operational costs per the terms of the Franchise Agreement that took effect on April 1, 2017.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:

On April 26, 2022, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed rate increase and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend that the Board of Supervisors approve a 6.41% rate increase as calculated per the terms of the Franchise Agreement that took effect on April 1, 2017. The rate increase at the Franchise Area No. 2 Transfer Stations would take effect on July 1, 2022.

PUBLIC NOTICE:

On May 6, 2022, Plumas County Public Works staff posted a Notice of Public Hearing pursuant to Prop. 13 procedures.

PUBLIC DOCUMENTS:

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 22-8671 dated and, approved at the public hearing held March 1, 2022
- 2021 IMD Audited Financial Statements
- 2022 Refuse Rate Index (RRI) Adjustments, Final Report dated April 13, 2022
- IMD Proposed 2022 Rate Adjustment – Exhibit A

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:
<https://www.plumascounty.us/2616/Public-Documents>

RECOMMENDATION:

The Solid Waste Task Force respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to the County transfer stations in Franchise Area No. 2 operated by the franchise contractor InterMountain Disposal per the Franchise Agreement that took effect on April 1, 2017.

ATTACHMENTS:

- Notice of Public Hearing (and was posted in three public places within the jurisdiction).
- Proposed Resolution for Transfer Station Rate Increase
- Letter from Chair of Solid Waste Task Force



PUBLIC NOTICE

OF A PROPOSITION 13 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR DISPOSAL OF SOLID WASTE AT COUNTY TRANSFER STATIONS IN FRANCHISE AREA No. 2 SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., May 17, 2022

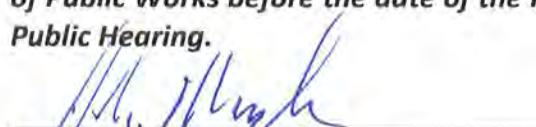
A resolution is being considered to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by InterMountain Disposal (IMD) (Solid Waste Franchise Area No. 2). The calculated rate increase (6.41%) is determined per the terms and conditions of the 2017 Franchise Contract for residential and commercial customers self-hauling solid waste to Plumas County transfer stations operated by the franchise contractor InterMountain Disposal (IMD) serving Franchise Area No. 2.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle by **6.41%** beginning on July 1, 2022. These rate changes apply to the area serviced by Intermountain Disposal only, not Feather River Disposal. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:
<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 13, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.


John Mannie, P.E., Director

Plumas County Department of Public Works
Solid Waste Division



PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Sciborski, Chair

MEMORANDUM

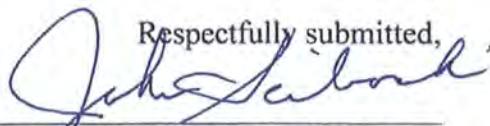
Apr. 27, 2022

From: Plumas County Integrated Waste Management Task Force
Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Franchise Areas No. 1 and No. 2
To: Plumas County Board of Supervisors

On Tuesday, April 26, 2022, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Three (3) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

The PCIWMTF endorses the proposal by Plumas County's solid waste staff to approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 6.39% and 6.41% respectively for the Fiscal Year of 2022/2023. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.

Respectfully submitted,

John Sciborski, Chair, PCIWMTF

RESOLUTION NO. 22-_____

**A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE
FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-
HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER
STATIONS IN FRANCHISE SERVICE AREA NO. 2
(OPERATED BY INTERMOUNTAIN DISPOSAL INC.)**

WHEREAS, the Plumas County Board of Supervisors, on March 1, 2022 , did adopt replacement Resolution No. 22-8671 thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, the request of Intermountain Disposal for a rate increase was considered at the duly noticed public hearing held on May 17, 2022, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8671.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 22-8671, for residential and commercial customers self-hauling solid waste to Plumas County transfer stations in Franchise Service Area No. 2:

(a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

(b) **Fees for unloading at transfer sites or landfills.** The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling and ultimate disposal activities.

(1) **Minimum fee.** The minimum fee for unloading shall be \$10.70 for the equivalent of two (2) cans or standard containers; \$16.35 for the equivalent of three (3) cans; and \$20.60 for the equivalent of four (4) cans.

(2) **Vehicle unloading fee.** When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

- (I) Station wagon: \$21.75;
- (II) Compact pickup truck: \$27.10;
- (III) Compact pickup truck with sideboards: \$34.20;
- (IV) Standard-sized pickup truck: \$33.05;
- (V) Standard-sized pickup truck with sideboards: \$40.85;
- (VI) Larger trucks: \$23.80 per cubic yard maximum.

(3) **Fee for unloading large and restricted items.** Unusually large items increase the time and effort of disposal, and the following charges shall apply:

- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$18.45;
- (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$34.20 maximum;
- (III) Each tire sixteen (16") inches or less: \$4.05; Each tire seventeen (17") inches to twenty (20") inches: \$9.75; Each tire more than twenty (20") inches: \$17.95;
- (IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: \$26.45; Each stump thirteen (13") to twenty-four (24") inches: \$52.90; Each stump more than twenty-four (24") inches: \$79.40;
- (V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: \$4.40;
- (VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) **Compacted loads.** Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$98.45 per ton.

(5) **Prohibited items.** None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(c) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

(d) **Rounding.** The preceding fees have been rounded to the nearest \$0.05 after adjustment.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 17th day of May, 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

INTERMOUNTAIN DISPOSAL - CURRENT VS PROPOSED FEE SCHEDULE FOR TRANSFER STATION SELF HAUL SERVICE

Exhibit A

Description of Service	Current Rates		2022 Rate Adjustment
	All		Proposed Transfer Station Rate (Effective July 1, 2022)
Transfer Station Unload Fees			
Two cans or standard containers	\$10.05		\$10.70
Three cans or standard containers	\$15.35		\$16.35
Four cans or standard containers	\$19.35		\$20.60
Station Wagon	\$20.45		\$21.75
Compact Truck	\$25.45		\$27.10
Compact Truck with Side Boards	\$32.15		\$34.20
Standard Size Pickup Truck	\$31.05		\$33.05
Standard Size Pickup Truck with Side Boards	\$38.40		\$40.85
Larger Trucks (per CY)	\$22.35		\$23.80
Transfer Station - Large and Restricted Items			
Washer, dryer, standard fridge, single mattress	\$17.35		\$18.45
Deep freezer, double mattress	\$32.15		\$34.20
Tire - 16" or less	\$3.80		\$4.05
Tire - 16.1" to 20"	\$9.15		\$9.75
Tire - 20" or more	\$16.85		\$17.95
Tree Stumps			
12" or less	\$24.85		\$26.45
13" to 24"	\$49.70		\$52.90
Greater than 24"	\$74.60		\$79.40
Cathode Ray Moniter or TV	\$4.15		\$4.40
Compacted Loads (per ton)	\$92.50		\$98.45