



**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  
OCTOBER 4, 2022 TO BE HELD AT 9:00 AM  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, 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 state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

### Live Stream of Meeting

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

### ZOOM Participation

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

### Public Comment Opportunity/Written Comment

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

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

## CALL TO ORDER/ ROLL CALL - 9:00 A.M.

### 1. CLOSED SESSION

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

##### A. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

##### Convene as the Walker Ranch Community Service District Governing Board

###### 1) WALKER RANCH COMMUNITY SERVICE DISTRICT

Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

##### Adjourn as the Walker Ranch Community Service District Governing Board and reconvene as the Board of Supervisors

###### B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000

- 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 – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)

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

### **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**

#### **2. UPDATES AND REPORTS**

##### **A. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

#### **3. CONSENT AGENDA**

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board member, 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. CLERK OF THE BOARD**

- 1) Approve Meeting Minutes for September 2022 [View Item](#)

##### **B. BEHAVIORAL HEALTH** [View Memo](#)

- 1) Approve and authorize the Chair to sign and ratify the Agreement between Plumas County Behavioral Health and Granite Wellness Centers, to provide transitional housing and support services; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify the First Amendment to the Agreement between Plumas County Behavioral Health and North Valley Behavioral Health, LLC; amending paragraph #2 Compensation; not to exceed \$200,000.00; approved as to form by County Counsel. [View Item](#)
- 3) Authorize no contract payment of \$1,841.41 to Wittmeier Dealership in Chico, CA., for repairs to Plumas County Behavioral Health vehicle. [View Item](#)

## **C. BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to sign a letter to the California Department of Transportation for an encroachment permit for the Quincy Junior/ Senior High School to hold the Annual Homecoming Parade on Friday, October 14, 2022. [View Item](#)

## **D. FACILITY SERVICES**

- 1) Approve and authorize the Director of Facility Services and Airports to waive the Courthouse rental fees for the Quincy Chamber of Commerce community Safe Trick or Treat event, to be held on October 31, 2022 from 3:00 to 5:00 P.M. [View Item](#)
- 2) Approve and authorize the Director of Facility Services and Airports to waive the Courthouse rental fee for the Quincy Chamber of Commerce annual Sparkle Event, to be held on December 2, 2022 from 5:00 P.M. to 8:00 P.M. [View Item](#)
- 3) Approve and authorize the Director of Facility Services and Airports to waive the Chester Memorial Hall rental fee for the Almanor Basin Food Pantry's annual fundraiser, to be held on December 16, 2022 from 5:00 to 9:00 P.M. [View Item](#)
- 4) Approve and authorize the Chair to sign the Agreement between Plumas County Facility Services and API Group Life Safety USA LLC, dba Delta Fire Systems for service and inspection of the County's fire sprinkler and alarm systems located at the County Courthouse , and the Courthouse Annex; not to exceed \$12,000.00; approved as to form by County Counsel. [View Item](#)

## **E. PUBLIC WORKS**

- 1) Adopt **RESOLUTION** revising the Change Order Authority for the Public Works Director; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and Bender Rosenthal, Inc. (BRI) for professional Right-of-Way Engineering and Right-of-Way Acquisition services; not to exceed \$450,000.00; approved as to form by County Counsel. [View Item](#)

## **4. DEPARTMENTAL MATTERS**

### **A. PROBATION DEPARTMENT - Keevin Allred**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Probation and Environmental Alternatives (EA Family Services); effective August 24, 2022, not to exceed \$126,000.00; approved as to form by County Counsel; discussion and possible action. [View Item](#)

### **B. PUBLIC HEALTH - Dana Loomis**

- 1) Approve and authorize the Director of Public Health to recruit and fill, funded and allocated; 0.5 FTE Administrative Assistant I/II position in the Veteran Services Department of Public Health; discussion and possible action. [View Item](#)

### **C. PUBLIC WORKS - John Mannie**

- 1) Approve and authorize the Chair to sign and ratify the Commercial Lease Agreement between Plumas County Public Works and Graeagle Land and Water Company to lease the Graeagle Maintenance Yard, located in the Graeagle Industrial Park, Unit 1, at 101 Maricopa Trail, Graeagle , CA 96103; effective July 1, 2021, not to exceed \$1,750.00 per month through December 30, 2025; approved as to form by County Counsel; discussion and possible action [View Item](#)

### **D. SHERIFF'S DEPARTMENT - Todd Johns**

- 1) Approve and authorize fixed asset purchase for two (2) Prisoner Transport vans from dept. 70380; not to exceed the amount of \$242,256.30; to be purchased with approved ARPA funding and funding from the Sheriff's AB443 budget; discussion and possible action. **Four/fifths roll call vote.** [View Item](#)

**5. BOARD OF SUPERVISORS**

A. **TIME CERTAIN 1:00 P.M.** Interview of Applicant to fill the vacancy of Plumas County Auditor/Controller; created by the resignation of Roberta Allen, effective January 31, 2022.

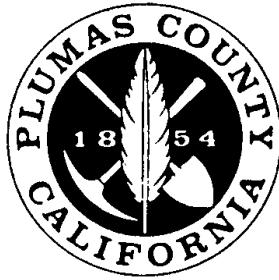
B. **CORRESPONDENCE**

C. **INFORMATIONAL ANNOUNCEMENTS**

Weekly reports by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations .

**6. ADJOURNMENT**

Adjourn meeting to Tuesday, October 11, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

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

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

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

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

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

## **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY, ON SEPTEMBER 6, 2022**

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## **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.

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### **ZOOM Participation**

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## **Public Comment Opportunity/Written Comment**

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

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

#### **Roll Call.**

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

#### **PLEDGE OF ALLEGIANCE**

Jennifer Langston led the Pledge of Allegiance.

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

Supervisor Engel requested that Item 3B2 be removed from the agenda.

## **PUBLIC COMMENT OPPORTUNITY**

Phil Sih spoke regarding concerns he has with the terms of updated Beckwourth Airport land lease agreements.

Sean Moran spoke regarding concerns he has with the terms of updated Beckwourth Airport land lease agreements.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Brief announcements by, or brief reports on their activities by County Department Heads Director of Facility Services, JD Moore, thanked Joe Wilson, Joe Powel, PG&E for helping to set the power pole at Gansner Airport. He also thanked Joe, Bill and the crew at Canyon Dam and the Building Department staff for their help with the process.

He also presented Herb Bishop with a plaque in recognition of his service to the County. Herb retired at the end of August from his service as the Beckwourth Nervino Airport Manager.

Planning Director Tracey Ferguson also thanked Herb Bishop for over 20 years of service on the Airport Land Use Commission and presented him with a certificate of appreciation and gratitude.

Dr. Dana Loomis updated the board regarding the status of the Monkey Pox within the State as well as within the County. He also reported on the challenges regarding recruitment and retention of Public Health staff.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative effort.

### **2. CONSENT AGENDA**

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

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

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

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

**A. AGRICULTURE/ WEIGHTS & MEASURE**

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Agriculture and the California Department of Food and Agriculture (CDFA); the County to receive \$2,563.22 to provide the industrial Hemp application for registration; effective July 1, 2022; approved as to form by County Counsel.

**B. BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Behavioral Health and Butte County Department of Behavioral Health to provide acute inpatient psychiatric rehabilitation services in a non-hospital setting; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County department of Behavioral Health and Martin Security Systems Inc., for monthly alarm monitoring for wellness centers; effective July 1, 2021; not to exceed \$5,000.00; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Aegis Treatment Centers, LLC; to provide outpatient narcotic therapy treatment services; effective July 1, 2020; not to exceed \$40,000.00 per fiscal year; approved as to form by County Counsel.

**C. BUILDING DEPARTMENT**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Building Department and Michael Laszar, dba Axels Boneyard LLC, for dismantling services under the Abandoned Vehicle Abatement program; effective August 1, 2022; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Building Department and Michael Laszar, dba Axels Boneyard LLC, for towing services under the Abandoned Vehicle Abatement program; effective August 1, 2022; not to exceed \$10,000.00 approved as to form by County Counsel.

**D. CLERK OF THE BOARD**

Approve Board Minutes for August 2022.

**E. FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Facility Services and BL Griffin, Inc. for fuel pump terminal repairs at the three County Airports; effective July 1, 2022; not to exceed \$9,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Facility Services and Dig It Construction Inc., to repair the Taylorsville Campground tennis court and build a pickleball court; effective June 1, 2022; not to exceed \$27,437.00; approved as to form by County Counsel.
- 3) Authorize Facility Services to ratify and waive Quincy Memorial Hall rental fee for one hour every Tuesday, for use by Averil Kimble on behalf of the High Sierra Dancing Witches; from August 23 through October 25, 2022.
- 4) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services and David Frasure, dba Frasure & Son Carpet Cleaning to provide custodial services for County – owned facilities in Portola as well as rental management of the Portola Memorial Hall; not to exceed \$26,600.00; approved as to form by County Counsel.

- 5) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services and Kim Lund dba KJ's Cleaning Service to provide custodial services for County owned facilities in the Chester Area as well as rental management services of the Chester Memorial Hall, Almanor Rec Center, and Chester Park; not to exceed \$39,140.00; approved as to form by County Counsel.

**F. FAIR**

Authorize no contract payments of the following invoices incurred for time sensitive services in preparation of the Plumas Sierra County Fair; \$3,000.00 to Bob's Janitorial & Carpet Cleaning, \$2,005.58 to Plumas Sanitation, and \$800.00 to High Desert Surface Prep., Inc.; and ratify all Fair & Event preparation work performed to date.

**G. PROBATION**

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Probation Department and DeMartile Automotive, to provide general mechanic services for all Probation Departments vehicles; effective July 1, 2022; not to exceed \$12,000.00; approved as to form by County Counsel.

**H. PUBLIC HEALTH**

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County and Northern California EMS, Inc., to administer local medical emergency services; effective July 1, 2022; not to exceed \$11,225.40; approved as to form by County Counsel.

**I. SHERIFF**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Sheriff's Office and Redwood Toxicology Laboratory Inc., to provide toxicology and drug screening services; effective June 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Sheriff's Office and William J. Spradling dba Downtown Barber Shop; effective June 1, 2022; not to exceed \$9,999.00; approved as to form by County Counsel.

**J. SOCIAL SERVICES**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs childcare services for FY 2022-2023; effective July 1, 2022; not to exceed \$233,129.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center, for housing support for the homeless CalWORKs recipients; effective July 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center, for a Child Welfare Services System Improvement Project; effective July 1, 2022; not to exceed \$15,000.00; approved as to form by County Counsel.

**K. PLUMAS COUNTY FISH AND GAME COMMISSION**

Approve and authorize no contract payment of \$30,000.00 to Almanor Anchor Service for AFA fish cages from the PG&E Settlement Funds Account 2050046-46612.

### 3. DEPARTMENTAL MATTERS

#### A. BEHAVIORAL HEALTH – Sharon Sousa

- 1) Authorize Behavioral Health to recruit and fill; funded and allocated 1.0 FTE Behavioral Health and Administrator Services Officer position; vacancy due to retirement; discussion and possible action.
- 2) Authorize Behavioral Health to recruit and fill; funded and allocated 1.0 FTE Behavioral Health Alcohol and Other Drug Program Administrator position; vacancy due to resignation; discussion and possible action.

**Motion:** Approve both items 3A1 and 3A2 and Authorize Behavioral Health to recruit and fill; funded and allocated 1.0 FTE Behavioral Health and Administrator Services Officer position; and 1.0 FTE Behavioral Health Alcohol and Other Drug Program Administrator position; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

#### B. COUNTY COUNSEL – Gretchen Stuhr

- 1) Approve and authorize the Chair to sign Settlement Funding Agreement to Implement Tax Neutrality Requirement Lake Almanor Planning Unit (Maidu Cemetery) and allow the County to accept payment amount of \$268,814.00; approved as to form by County Counsel; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign Settlement Funding Agreement to Implement Tax Neutrality Requirement Lake Almanor Planning Unit (Maidu Cemetery) and allow the County to accept payment amount of \$268,814.00; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

- 2) Approve and authorize County Counsel to move forward with minor remodel and carpet cleaning of 1446 E. Main Street Building; discussion and possible action.

*Supervisor Engel requested that Item 3B2 be removed from the agenda to be revisited at a later time.*

#### C. FACILITY SERVICES – JD Moore

Adopt **RESOLUTION** approving the application for grant funds from the Recreational Trails Program and appoints the Director of Facility Services & Airports as agent to conduct all negotiations, execute and submit all documents necessary for the completion of the project; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Motion:** Adopt **RESOLUTION No. 22-8729** approving the application for grant funds from the Recreational Trails Program and appoints the Director of Facility Services & Airports as agent to conduct all negotiations, execute and submit all documents necessary for the completion of the project, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

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

#### D. LIBRARY – Lindsay Fuchs

- 1) Approve and authorize the Chair to sign and ratify Memorandum of Understanding between the Plumas County Library and Plumas Unified School District, to operate the Plumas County Library out of the Greenville High School with new hours; effective June 1, 2022; not to exceed \$4,500.00; approved as to form by County Counsel.

- 2) Adopt **RESOLUTION** updating the established County Office hours for the Plumas County Library, Greenville Branch; discussion and possible action. **Roll call vote**

**Motion:** Approve items 3 D1 and 3D2 to Approve and authorize the Chair to sign and ratify Memorandum of Understanding between the Plumas County Library and Plumas Unified School District, to operate the Plumas County Library out of the Greenville High School with new hours; effective June 1, 2022; not to exceed \$4,500.00; and Adopt **RESOLUTION NO. 22-8730** updating the established County Office hours for the Plumas County Library, Greenville Branch; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

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

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

- 1) Authorize the Public Health Department to recruit and fill; funded and allocated 1.0 FTE Administrative Assistant I/II or Office Assistant I/II/III; vacancy due to promotion; discussion and possible action.
- 2) Authorize the Public Health Department to recruit and fill; funded and allocated 1.0 FTE Administrative Services Officer of Public Health position; vacancy due to resignation; discussion and possible action.
- 3) Authorize the Public Health Department to recruit and fill Extra Help Office Assistant I/II/III position, to assist the Admin/ Fiscal team with certain tasks during the short term; discussion and possible action.
- 4) Authorize the Public Health Department to recruit and fill; funded and allocated 1.0 FTE Public Health, Program Division Chief position; vacancy due to resignation; discussion and possible action.

**Motion:** Approve Items 3E1 through 3E4 and Authorize the Public Health Department to recruit and fill the following funded and allocated positions; 1.0 FTE Administrative Assistant I/II or Office Assistant I/II/III, 1.0 FTE Administrative Services Officer of Public Health position, 1.0 FTE Public Health, Program Division Chief position, and recruit and fill Extra Help Office Assistant I/II/III position; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

**F. PUBLIC WORKS – John Mannie**

- 1) Authorize Public Works Road Department to recruit and fill; funded and allocated 1.0 FTE Public Works Maintenance Lead Worker position in the LaPorte Maintenance District; discussion and possible action.

**Motion:** Authorize Public Works Road Department to recruit and fill; funded and allocated 1.0 FTE Public Works Maintenance Lead Worker position in the LaPorte Maintenance District; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

- 2) Approve and authorize the Public Works Department to remit \$10,000.00 of unspent grant funds from the Used Oil Payment Program back to Cal Recycle; discussion and possible action.

**Motion:** Approve and authorize the Public Works Department to remit \$10,000.00 of unspent grant funds from the Used Oil Payment Program back to Cal Recycle; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

G. **SHERIFF** – Todd Johns

Approve and authorize (grant reimbursable) fixed asset purchases not to exceed \$189,791.00, for purchase of a generator and transfer switch system for the new jail project; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize (grant reimbursable) fixed asset purchases not to exceed \$189,791.00, for purchase of a generator and transfer switch system for the new jail project; **Action:** Approve,

**Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

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

4. **BOARD OF SUPERVISORS**

- A. **PUBLIC HEARING:** The Board of Supervisors will open the public hearing on the FY 2022-2023 County Budget. Any member of the general public may appear at the hearing or submit their comments using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)
- B. Report and update by Interim Auditor/ Budget Committee on the FY 2022-2023 Budget; discussion, direction, and possible action regarding various county departments and programs.

Interim Auditor Martee Nieman reported and updated the Board of Supervisors on the status and preparations regarding the FY 2022-2023 Budget, budget for various county departments, and the County general fund.

Supervisor Hagwood initiated discussion on the challenges regarding the Munis program.

**Chairman Goss opened the public hearing to public comment:**

Hearing no public comment at this time, the public hearing on the FY 2022-2023 County Budget has been continued. Any member of the general public may appear at the hearing or submit their comments using the e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

- C. Determine allocation of funding for re-authorized 2022 Title I/ II/ III (Secure Rural Schools and Community Self Determination Act); direct the Clerk of the Board to prepare Election Form as allocated and authorize the Chair to sign allocation letter to the USDA Forest Service; discussion, direction, and possible action.

**Motion:** Allocate SRS funds for FY 2022 as elected: Title I Allocation 85.0%, Title II Allocation 8.0%, Title III Allocation 7.0% , and direct the Clerk of the Board to prepare Election Form as allocated and authorize the Chair to sign allocation letter to the USDA Forest Service; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

- D. Discussion of surplus or donation of trailers located at 240 Wolf Creek/ Greenville Rd. pursuant to statute; discussion, direction, and possible action.

Supervisor Goss, opened the discussion regarding the leasing and managing the Trailers located at 240 Wolf Creek Rd.

Following a brief discussion by the board and County Counsel, staff has been directed to further research the statute and criteria for donating the trailers, and bring the matter back to the Board for discussion and possible action.

## **E. APPOINTMENTS**

- 1) Appoint Debra Lucero as the County Administrative Officer; and approve and authorize the Chair to sign Employment Agreement, approved as to form by County Counsel; discussion and possible action.

**Motion:** Appoint Debra Lucero as the County Administrative Officer; and approve and authorize the Chair to sign Employment Agreement; **Action:** Approve, **Moved by** Supervisor Hagwood,

**Seconded by** Supervisor Ceresola

**Vote:** Motion passed (**summary:** Yes = 4; No= 1).

- 2) Appoint Nikki Hammerich to the Indian Valley Park and Recreation District; discussion and possible action.

**Motion:** Appoint Nikki Hammerich to the Indian Valley Park and Recreation District; **Action:**

Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

## **F. CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding garbage at Bucks Lake; a potential Visitor Center; the Lawry House; Dame Shirley Plaza; economic development, and the rural economic recreation commission.

Supervisor Hagwood received correspondence regarding garbage at Bucks Lake; a potential Visitor Center; the Lowry House; Dame Shirley Plaza; economic development and the rural economic recreation commission.

Supervisor Engel received correspondence regarding various topics including, but not limited to, potholes on Johnsville Rd.

Supervisor Thrall received correspondence regarding potholes; garbage service in the surrounding Almanor service areas; bears in the trash and a number of contacts regarding the appointment of the CAO.

Supervisor Ceresola received correspondence regarding the Airport Land use Committee and the shortage of fuel, and improving security at the airports. Correspondence with California State Wildlife regarding bears, wolves and coyotes and their use of the state trapper. Fire Consolidation on the East Side of the County; correspondence regarding the Bear situation at the Portola Transfer Station, and California State Wildlife.

Supervisor Goss received correspondence with his constituents regarding 2 packs of wolves being sited near Greenville at a location above Keddie Ridge.

## **G. INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include meeting with Community Conversations, a Local Quincy group, participating in the Continuum Care meeting, and assisting in trash pick up at an abandoned homeless encampment near the bike path and Andy Way.

Reported by Supervisor Thrall regarding matters related to County Government with nothing unusual to report.

Reported by Supervisor Engel regarding matters related to County Government and include a water shed meeting; attended the Community Conversations meeting;

Reported by Supervisor Goss regarding matters related to County Government and include attending the RCRC meeting via zoom.

## 5. **CLOSED SESSION**

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

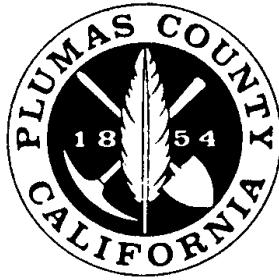
- A. Personnel: Public employee performance evaluation – Building Director (Board Only)
- B. Personnel: Public employment or appointment – Auditor/ Controller
- C. Personnel: Public employment or appointment – Director of Behavioral Health
- D. Conference with real property negotiator, regarding facilities: Dame Shirley Plaza, 570 Main St, Downtown, Quincy, CA APN 115-053-001
- E. 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
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 case)
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – In re PG&E Corporation et al, United States Bankruptcy Court Northern District of California, Case Nos. 19-30088 and 19-30089
- I. Conference with Legal Counsel: Claim against the County filed by Stephanie Edwards on August 18, 2022

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

Chairman Goss reported out of closed session, Item 5I Claim against the County filed by Stephanie Edwards on August 18, 2022, was approved; there was no further action taken in closed session.

### **ADJOURNMENT**

Adjourned meeting to Tuesday, September 13, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

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

## **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY, ON SEPTEMBER 13, 2022**

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## **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.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, 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 state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

### **Live Stream of Meeting**

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

### **ZOOM Participation**

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

## **Public Comment Opportunity/Written Comment**

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

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

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

### **Roll Call.**

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

### **PLEDGE OF ALLEGIANCE**

Greg led the Pledge of Allegiance.

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

None noted.

### **PUBLIC COMMENT OPPORTUNITY**

Pastor George Tarleton offers a short prayer.

Tom McGowen reported on activity by the Public Works Department starting a road resurfacing project in District 3.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Interim Director of Behavioral Health announced that September is a Suicide Awareness month and offered awareness ribbons (MHSA Every Mind Matters Ribbons) to the Board and all attending the meeting. She also highlighted that **988** has been designated as the new three-digit Suicide and Crisis Lifeline provides 24/7, confidential support to people in suicidal crisis or mental health-related distress.

Director of Public Health Dr. Dana Loomis reported on the smoke from the Mosquito Fire, and poor air quality in Plumas County. More information related to mitigation of this Public Health matter to be released later this afternoon.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. 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.

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

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

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

### A. FACILITY SERVICES

- 1) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services and Heat transfer Systems for service, repair, and inspection of the County's HVAC systems; not to exceed \$12,000.00; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign and ratify Lease Agreement between Plumas County and Plumas Rural Services for the use of the Orchard House at the Courthouse Annex; effective September 1, 2022; Lease amount is \$300.00 per month for a total of \$3,600.00 per year; approved as to form by County Counsel.

### B. PUBLIC WORKS

Approve and authorize the Chair to sign Amendment No. 11 to Agreement between Plumas County Public Works and MGE Engineering Inc., for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project"; Amendment not to exceed \$32,182.40; approved as to form by County Counsel.

## 3. DEPARTMENTAL MATTERS

### A. ASSESSOR – Cynthia Froggatt

Authorize the Assessor to recruit and fill, funded, and allocated, 1.0 FTE Auditor/Appraiser I/II/III position; vacancy due to retirement; discussion and possible action.

**Motion:** Authorize the Assessor to recruit and fill, funded, and allocated, 1.0 FTE Auditor/Appraiser I/II/III position; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

- **Reconsideration of approval for Assessor to recruit and fill allocated 1.0 FTE Auditor/Appraiser I/II/III position.**

### B. FACILITY SERVICES – JD Moore

Appoint Brandon Herbert as the Beckwourth – Nervino Airport Manager and approve and authorize the Chair to sign employment agreement; approved as to form by County Counsel; discussion and possible action.

**Motion:** Appoint Brandon Herbert as the Beckwourth – Nervino Airport Manager and approve and authorize the Chair to sign employment agreement; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Ceresola

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

C. **PROBATION DEPARTMENT** – Keevin Allred

Authorize the Director of Probation to recruit and fill, funded, and allocated, 1.0 FTE Deputy Probation Officer position, and 1.0 FTE Management Analyst position; vacancies due to resignations; discussion and possible action.

**Motion:** Authorize the Director of Probation to recruit and fill, funded, and allocated, 1.0 FTE Deputy Probation Officer position, and 1.0 FTE Management Analyst position; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

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

Approve and authorize the Chair to sign certification statements for the Child Health and Disability Prevention Program (CHDP); discussion and possible action.

**Motion:** Approve and authorize the Chair to sign certification statements for the Child Health and Disability Prevention Program (CHDP); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

E. **PUBLIC WORKS** – John Mannie

Authorize the Director of Public Works, Road Department to recruit and fill, funded, and allocated, 1.0 FTE PW Road Maintenance Worker II position in the LaPorte Maintenance District; vacancy due to transfer; discussion and possible action.

**Motion:** Authorize the Director of Public Works, Road Department to recruit and fill, funded, and allocated, 1.0 FTE PW Road Maintenance Worker II position in the LaPorte Maintenance District;

**Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

4. **BOARD OF SUPERVISORS**

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on October 11, 2022.

**Motion:** Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on October 11, 2022; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

- B. Approve and authorize the Chair to sign a letter of support for H.R. 6903 - to require the Secretary of Agriculture, acting through the Chief of the Forest Service to carry out activities to suppress wildfires; introduced by Congressman Tom McClintock; discussion and possible action.

Hannah Hepner Program Manager of the Fire Safe Council, commented on her concerns regarding some of the specifics of this bill, and handed out some information for research information.

A member of the audience urged the Board to take time to get input from our local experts regarding this complex matter.

Tracey Ferguson, Plumas County Director of Planning, said that though general support for this bill was given from other counties, there were some cautionary items within those letters of support that she wanted to bring to the Supervisor's attention today.

Matt West of Fire Safe Council commented on his concerns regarding some of the specifics of this bill.

Following further discussion, the Board gave direction to the Planning Director and the Fire Safe Council members to review the language within the letter of support, modify as discussed; and bring the matter back to the Board for approval.

**C. CONTINUED PUBLIC HEARING:** The Board of Supervisors will continue the public hearing from September 6, 2022, on FY 2022-2023 County Budget. Any member of the general public may appear at the hearing or submit their comments using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

- 1) Report and update by Interim Auditor/Budget Committee on the FY 2022-2023 Budget; discussion and possible action regarding various county departments and programs.

Supervisor Goss reported on the progress of the Auditor and Budget Committee.

**Chairman Goss opened the public hearing to public comment:**

Hearing no public comment at this time, the public hearing on the FY 2022-2023 County Budget has been continued. Any member of the general public may appear at the hearing or submit their comments using the e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

**D. APPOINTMENTS**

Appoint Craig Osborne, Senior Plumas County Public Defender, and Sharon Sousa, Interim Director of Behavioral Health to the Community Corrections Partnership Executive Committee; discussion and possible action.

**Motion:** Appoint Craig Osborne, Senior Plumas County Public Defender, and Sharon Sousa, Interim Director of Behavioral Health to the Community Corrections Partnership Executive Committee; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimous (**summary:** Yes = 5).

**E. CORRESPONDENCE**

Supervisor Hagwood received correspondence encouraging ongoing support for the Sheriff's Office; correspondence regarding H.R. 6903; conversations regarding Dame Shirley Plaza rural economic group and road conditions and intersection issues in East Quincy.

Supervisor Thrall received correspondence regarding the Public Works Department starting their project of resurfacing the roads in Lake Almanor; and complaints from constituents regarding a large amount of material that has either been abandoned or stored on County property on the corner of Airport Rd. and HWY 36.

Supervisor Engel received correspondence regarding H.R. 6903; correspondence regarding the New CAO; and correspondence regarding smoke.

Supervisor Ceresola received correspondence regarding road conditions in a few areas; fire consolidation moving forward; correspondence regarding Sierra Valley Ground Water. Supervisor Ceresola thanked Facility Services for the work they did in the Pilots Lounge at Beckwourth-Nervino Airport.

Supervisor Goss received correspondence regarding a stripped-down BMW that has been sitting at the top of Goat Hill; correspondence regarding H.R. 6903; water levels at Lake Almanor.

**F. INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include attending the Plumas District Hospital Volunteer Luncheon.

Reported by Supervisor Thrall regarding matters related to County Government and include meeting with the New CAO and touring District 3.

Reported by Supervisor Ceresola regarding matters related to County Government and include The Beckwourth-Nervino Fly-In Pancake Breakfast (mentioned earlier during correspondence).

Reported by Supervisor Engel regarding matters related to County Government and include Long term Fire Recovery meeting.

Reported by Supervisor Goss regarding matters related to County Government and include the NorCal EMS Board of Directors meeting; attending the kickoff meeting for Long Term Fire Recovery; and hosted a tour of Greenville with North Valley Catholic Services.

**5. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation –Charles White, Building Department Director
- B. Personnel: Public employee performance evaluation – Director of Social Services (Board Only)
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 Case)

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

**ADJOURNMENT**

Adjourned meeting to Tuesday, September 20, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



P.O. BOX 1225  
QUINCY, CA 95971

418 N MILL CREEK RD  
QUINCY, CA 95971

(530)927-5294  
PLUMASFIRESAFE.ORG

Mission: to reduce the loss of natural resources and human values caused by wildfire through Firewise community programs and pre-fire activities.

## Board of Directors:

- **Chair:** John Reynolds  
*Grizzly Ranch Firewise*
- **Vice Chair:** Kathy Kogge  
*Gold Mountain Firewise*
- **Treasurer:** Mike Flanigan  
*Flanigan-Leavitt Insurance*
- Trina Cunningham  
*Maidu Summit Consortium*
- Ryan Bauer  
*Plumas National Forest*
- Ryan Tompkins  
*UC Cooperative Extension*
- Tracey Ferguson  
*Plumas County Planning Dept.*
- Ron Heinbockel  
*Plumas Fire Chiefs Association*
- Sally McGowan  
*Old Highway (Quincy) Firewise*
- Michael Hall  
*Feather River RCD*
- Don Gasser  
*Registered Professional Forester*
- Mike Callaghan  
*Gold Mountain Firewise*
- Chuck Bowman  
*Graeagle Firewise*
- Dan Martynn  
*retired NRCS*
- Joe Smailes  
*Seneca Firewise (retired USFS)*

## Staff Members:

- Hannah Hepner  
*Program Manager (since 2016)*
- Matt West  
*Public Lands Project Manager & Plumas Underburn Cooperative Coordinator*
- Bethany Rouse  
*Outreach Assistant & Firewise Coordinator*
- Rachel Wehrman  
*Hazardous Fuel Reduction Project Manager*
- Liam Galleher  
*Site visit/volunteer Coordinator*
- Gary Parque  
*Community Chipping Program Manager*
- Tommy Brenzovich  
*Senior/Disabled Defensible Space Assistance & Home Hardening Incentive Program Manager*

## **Pyrosilviculture needed for Landscape Resilience of Dry Western United States Forests**

*North, M. P., R. A. York, B. M. Collins, M. D. Hurteau, G. M. Jones, E. E. Knapp, L. Kobziar, et al. 2021. "Pyrosilviculture Needed for Landscape Resilience of Dry Western United States Forests." Journal of Forestry 119 (5): 520–544. <https://doi.org/10.1093/jofore/fvab026>.*

### Research Brief

#### **Impacts of different land management histories on forest change**

*Collins, Brandon M.; Fry, Danny L.; Lydersen, Jamie M.; Everett, Richard; Stephens, Scott L. 2017. Impacts of different land management histories on forest change. Ecological Applications. 27(8): 2475-2486. <https://doi.org/10.1002/eap.1622>.*

#### **Efficacy of variable density thinning and prescribed fire for restoring forest heterogeneity to mixed-conifer forest in the central Sierra Nevada, CA**

*Eric E. Knapp, Jamie M. Lydersen, Malcolm P. North, Brandon M. Collins, Efficacy of variable density thinning and prescribed fire for restoring forest heterogeneity to mixed-conifer forest in the central Sierra Nevada, CA, Forest Ecology and Management, Volume 406, 2017, Pages 228-241, ISSN 0378-1127, <https://doi.org/10.1016/j.foreco.2017.08.028>.*

#### **Trends in Wildfire Severity: 1984 to 2010 in the Sierra Nevada, Modoc Plateau, and Southern Cascades, California, USA**

*Miller, J.D., Safford, H. Trends in Wildfire Severity: 1984 to 2010 in the Sierra Nevada, Modoc Plateau, and Southern Cascades, California, USA. fire ecol 8, 41–57 (2012). <https://doi.org/10.4996/fireecology.0803041>.*

#### **Historical Review and Framework for Managed Fire Decision Making**

*Fillmore, Stephen D., Sarah M. McCaffrey, and Alistair M.S. Smith. 2021. A Mixed Methods Literature Review and Framework for Decision Factors That May Influence the Utilization of Managed Wildfire on Federal Lands, USA. Fire 4, no. 3: 62. <https://doi.org/10.3390/fire4030062>.*

### Research Brief

#### **Contrasting prescription burning and wildfires in California Sierra Nevada national parks and adjacent national forests**

Keeley, Jon E., Anne Pfaff, and Anthony C. Caprio. 2021. Contrasting prescription burning and wildfires in California Sierra Nevada national parks and adjacent national forests. *International Journal of Wildland Fire* 30:255-268. <https://doi.org/10.1071/WF20112>.

Research Brief

**Post-fire vegetation and fuel development influences fire severity patterns in reburns**

Coppoletta, M., Merriam, K. E. and Collins, B. M. (2016), Post-fire vegetation and fuel development influences fire severity patterns in reburns. *Ecol Appl*, 26: 686–699. doi:10.1890/15-0225.

Research Brief

**Pyrosilviculture: Merging Prescribed Fire and Silviculture**

York, Robert A., Hunter Noble, Lenya N. Quinn-Davidson, and John J. Battles. "Pyrosilviculture: Combining prescribed fire with gap-based silviculture in mixed-conifer forests of the Sierra Nevada." *Canadian Journal of Forest Research* 51, no. 999 (2021): 1-11. <https://doi.org/10.1139/cjfr-2020-0337>.

Research Brief

**Drought and bark beetle induced tree mortality elevates wildfire severity of California's Sierra Nevada forests**

Wayman RB and Safford HD. 2021. Recent bark beetle outbreaks influence wildfire severity in mixed-conifer forests of the Sierra Nevada, California, USA. *Ecological Applications*. doi:10.1002/eap.2287.

Research Brief

**Costs of alternative fuel reduction treatments**

Hartsough, B.R., Abrams, S., Barbour, R.J., Drews, E.S., McIver, J.D., Moghaddas, J.J., Schwilk, D.W., Stephens, S.L. 2008. The economics of alternative fuel reduction treatments in western United States dry forests: Financial and policy implications from the National Fire and Fire Surrogate Study. *Forest policy and Economics* 10: 344-354. DOI:10.1016/j.forepol.2008.02.001.

Research Brief



## **BOARD OF SUPERVISORS**

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

## **MEETING MINUTES**

### **ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY, ON SEPTEMBER 20, 2022**

---

## **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.

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## **Public Comment Opportunity/Written Comment**

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

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

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

#### **Roll Call.**

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

#### **PLEDGE OF ALLEGIANCE**

Joe Hoffman led the Pledge of Allegiance.

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

None noted.

## **PUBLIC COMMENT OPPORTUNITY**

Pastor George Tarleton offers a short prayer.

Tom McGowen reported on the Greenville Community meeting and the postfire progress.

Joanne Danielson, an employee of Public Health, spoke regarding essential workers' wages, recruitment, and retention of employees in this department.

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

There were no Department Head announcements.

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

A. **DISASTER RECOVERY OPERATIONS** - Pamela Courtright  
Reported on Dixie Fire recovery efforts.

B. **DIXIE FIRE COLLABORATIVE**  
Clint Koble updated the board on Dixie Fire Collaborative efforts.

C. **US FOREST SERVICE** – Mike Rahe  
Joe Hoffman reported on the protection project and the forest wide fuel reduction plan.

### **2. CONSENT AGENDA**

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

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

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

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

**A. BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Chester Jr. Sr. High School Annual Homecoming Parade October 7, 2022.

**B. BEHAVIORAL HEALTH**

- 1) Authorize no contract payment of \$1,598.30 to Wild Hair Sign Company for Quincy Wellness Center signs.
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Smile Business Products, Inc. to provide four (4) Copy machines and maintenance services; effective June 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel.
- 3) Approve and authorize the Chair to sign Addendum No. 2 to the Memorandum of Understanding (MOU) between Plumas County Behavioral Health and Blue Cross of California Partnership Plan, Inc.; replaces the language in section 6 "Exchange Protection Health Information" to be consistent with guidance of the CalAim Data sharing Authorization Guidance; approved as to form by County Counsel.
- 4) Adopt **RESOLUTION No. 22-8731** to accept contract Agreement for the State of California Department of Health Care Services (DHCS) Mental Health Service Division to provide or arrange specialty mental health services to eligible Medi-Cal beneficiaries of Plumas County in accordance with the Mental Health Plan for Plumas County; approved as to form by County Counsel.

**C. PUBLIC HEALTH**

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Public Health and Ashley Blesse dba Blesse Medical Services, to provide emergency response in our three county HCC: Plumas, Lassen, and Sierra; effective June 30, 2022; not to exceed \$15,000.00; approved as to form by County Counsel.

**D. PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign Amendment No. 2 to an Agreement between Plumas County Public Works and Quincy Engineering, Inc. for final design phase engineering services of the Blairsden-Graeagle Road Bridge Replacement project; not to exceed \$61,985.58; approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Amendment No. 3 to an Agreement between Plumas County Public Works and Quincy Engineering, Inc. for final design phase engineering services of the Keddie Resort Bridge Replacement project; not to exceed \$67,035.00; approved as to form by County Counsel.

**3. PLUMAS RURAL SERVICES**

Adopt a **PROCLAMATION** proclaiming the Month of October 2022 as Domestic Violence Awareness Month.

**Motion:** Adopt a **PROCLAMATION** proclaiming the Month of October 2022 as Domestic Violence Awareness Month; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

#### 4. DEPARTMENTAL MATTERS

##### A. **PUBLIC HEALTH** - Dr. Dana Loomis

- 1) Authorize the Director of Public Health to recruit and fill, funded, and allocated (one) 1.0 FTE Management Analyst I/II position; vacancy due to resignation; discussion and possible action.
- 2) Authorize the Director of Public Health to recruit and fill 0.75 FTE Office Supervisor position; vacancy due to promotion; discussion and possible action.

**Motion:** Approve Items 4A1 and 4A2 and authorize the Director of Public Health to recruit and fill, funded, and allocated (one) 1.0 FTE Management Analyst I/II position; **and** recruit and fill 0.75 FTE Office Supervisor position **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

- 3) Approve and authorize fixed asset purchase of five (5) replacement vehicles for the Senior Transportation program; not to exceed \$139,404.00; (funded by the Cares Act) approved and budgeted in the FY 2021/2022 budget, carrying over to the 22/23 budget; discussion and possible action. **Four/ fifths roll call vote**

**Motion:** Approve and authorize fixed asset purchase of five (5) replacement vehicles for the Senior Transportation program; not to exceed \$139,404.00; (funded by the Cares Act) approved and budgeted in the FY 2021/2022 budget, carrying over to the 22/23 budget; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

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

##### B. **PUBLIC WORKS** – John Mannie

Authorize the Director of Public Works to recruit and fill, funded, and allocated 1.0 FTE PW Mechanic Shop Service Worker position; discussion and possible action.

**Motion:** Authorize the Director of Public Works to recruit and fill, funded, and allocated 1.0 FTE PW Mechanic Shop Service Worker position **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

##### C. **SHERIFF** – Todd Johns

Authorize the Sheriff to allow the Animal Shelter Extra-Help Attendant to exceed a 29-hour work week, to allow for adequate coverage at the animal shelter while the Animal Control Supervisor is on leave, to remain in effect as needed; discussion and possible action.

**Motion:** Authorize the Sheriff to allow the Animal Shelter Extra-Help Attendant to exceed a 29-hour work week, to allow for adequate coverage at the animal shelter while the Animal Control Supervisor is on leave, to remain in effect as needed; **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

#### 5. BOARD OF SUPERVISORS

- A. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on November 8, 2022

**Motion:** Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; and recommend that we continue the emergency and bring back within 60 days, on November 8, 2022

; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Thrall.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

**B. APPOINTMENTS**

**CALIFORNIA STATE ASSOCIATION OF COUNTIES**

Select Director and Alternate to serve on the CSAC Board of Directors for the 2022-2023 Association year, beginning Monday November 14, 2022.

**Motion:** Select Supervisor Hagwood as Director and Supervisor Engel as Alternate to serve on the CSAC Board of Directors for the 2022-2023 Association year, beginning Monday November 14, 2022

; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Goss.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

**C. Continued from September 13, 2022**

Approve and authorize the Chair to sign Modified letter of support for H.R. 6903; discussion and possible action.

**Motion:** Approve and authorize the Chair to sign Modified letter of support for H.R. 6903

; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

**Vote:** Motion passed unanimously (**summary:** Yes = 5).

**D. CONTINUED PUBLIC HEARING:** The Board of Supervisors will continue the public hearing from September 6, 2022, on FY 2022-2023 County Budget. Any member of the general public may appear at the hearing or submit their comments using e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

- 1) Report and update by Interim Auditor/Budget Committee on the FY 2022-2023 Budget; discussion and possible action regarding various county departments and programs.

Supervisor Goss reported on the progress of the Auditor and Budget Committee.

**Chairman Goss opened the public hearing to public comment:**

Hearing no public comment at this time, the public hearing on the FY 2022-2023 County Budget has been continued to a Special Meeting of the Board of Supervisors on 09/27/2022. Any member of the general public may appear at the hearing or submit their comments using the e-mail address [Public@countyofplumas.com](mailto:Public@countyofplumas.com)

**E. CORRESPONDENCE**

Supervisor Hagwood received correspondence from private property owners and the forest service regarding green waste; and correspondence regarding building permits.

Supervisor Thrall received correspondence with constituents becoming frustrated with the building permit processing time.

Supervisor Engel received the usual correspondence, nothing out of the ordinary.

Supervisor Ceresola received correspondence regarding internet capabilities, correspondence with a couple of fire departments.

Supervisor Goss received correspondence with the folks at RCRC and the recovery efforts in Greenville; and correspondence regarding debris flow.

**F. INFORMATIONAL ANNOUNCEMENTS**

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Hagwood regarding matters related to County Government and include participation in the Transportation Commission meeting, and the Lassen, Plumas, Sierra Counties Community Development meeting.

Reported by Supervisor Thrall regarding matters related to County Government and include the Transportation Commission meeting.

Reported by Supervisor Engel regarding matters related to County Government and include the Transportation Commission meeting; meeting with the fire Chiefs Steven Peters from Cromberg, Dave Munson from Plumas Eureka regarding insurance matters.

Reported by Supervisor Ceresola regarding matters related to County Government and include a meeting with the Sierra Valley Groundwater District

Reported by Supervisor Goss regarding matters related to County Government and include the Greenville Community meeting; and RCRC Conference.

**6. CLOSED SESSION**

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

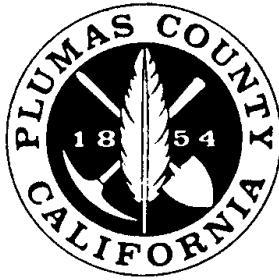
- A. Personnel: Public employee performance evaluation – Director of Social Services (Board Only)
- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's 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: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 Case)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 Case)

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

Chairman Goss reported that no reportable action was taken in the Closed Session.

**ADJOURNMENT**

Adjourned meeting to Tuesday, September 27, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California



## **BOARD OF SUPERVISORS**

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

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

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

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

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

### **MEETING MINUTES**

#### **ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY, ON SEPTEMBER 27, 2022**

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### **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.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, 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 state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

#### **Live Stream of Meeting**

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

#### **ZOOM Participation**

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

## **Public Comment Opportunity/Written Comment**

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

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

### **10:15 A.M. CALL TO ORDER/ROLL CALL**

#### **Roll Call.**

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

#### **PLEDGE OF ALLEGIANCE**

Caroline Steurer led the Pledge of Allegiance.

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

Closed session item 3A was removed from the agenda. Board of Supervisors time certain items 2.E. and Item 2.F. have been moved up to 1:00 P.M. to allow for a Candidate Panel Q&A

## **PUBLIC COMMENT OPPORTUNITY**

Dr. Dana Loomis and John Ricks presented a Certificate of Appreciation and recognition to Carolyn Steurer, Chester Senior Services Site Manager from 1988 to 2022

The Plumas County Board of Supervisors thanks you for your loyalty and sincere dedication to the citizens of Plumas County for the past thirty- four years.

## **ACTION AGENDA**

### **1. DEPARTMENTAL MATTERS**

#### **A. PROBATION DEPARTMENT** – Keevin Allred

Adopt Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2022-2023, totaling \$1,319,160.83 as submitted and recommended; discussion and possible action.

**Required four/ fifths roll call vote**

**Motion:** Adopt Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2022-2023, totaling \$1,319,160.83 as submitted and recommended; **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.

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

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

### **2. BOARD OF SUPERVISORS**

A. Report and update by Interim Auditor/ Controller, Martee Nieman the FY 2022-2023 Budget; discussion and possible action regarding various county departments and programs

B. Continued from September 20, 2022, review Administrative and Budgetary Controls consistent with Government Code Sections 29092 and 29125 for Fiscal Year 2022-2023; discussion and possible action.

- Martee Nieman, Interim Auditor/ Controller, reported on the budget and presented the document for consideration.

Discussion by the Board and administrative staff followed.

- C. **CONTINUED PUBLIC HEARING:** The Board of Supervisors will continue the public hearing on FY 2022-2023 County Budget.

**Chairman Goss opened the public hearing to public comment:**

Hearing no public comment at this time, the public hearing on the FY 2022-2023 County Budget has been continued to a Special Meeting of the Board of Supervisors on 09/30/2022. Any member of the general public may appear at the hearing or submit their comments using the e-mail address Public@countyofplumas.com

- 1) Adopt **RESOLUTION** adopting the Final Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2022-2023, in accordance with Government Code §29092, and other Budgetary Administrative Controls in accordance with §29092. **Roll call vote**
  - **This Item is continued to a Special Meeting of the Board of Supervisors on September 30, 2022**

**Afternoon Session –**

- D. **TIME CERTAIN 1:00 P.M.** Interview of Applicant to fill vacancy of Plumas County Auditor/ Controller; created by the resignation of Roberta Allen, effective January 31, 2022.
- E. **TIME CERTAIN 3:00 P.M.** Interview of Applicant to fill vacancy of Plumas County Auditor/ Controller; created by the resignation of Roberta Allen, effective January 31, 2022.
- F. **TIME CERTAIN 4:00 P.M.** Interview of Applicant to fill vacancy of Plumas County Auditor/ Controller; created by the resignation of Roberta Allen, effective January 31, 2022.
  - Time certain items 2.E. and Item 2.F. have been moved up to 1:00 P.M. to allow for a Candidate Q&A panel.

Following the Board, and Applicant introductions, Nancy Selvage began the public interview with questions for the candidates, Jesse Payne, Ryan Bonk, and Linda Bair.

Following the interview questions the floor was opened to public comment, and brief discussion.

- G. Discussion and possible action to fill vacancy of Plumas County Auditor / Controller.
  - **This Item is continued to the Regularly Scheduled meeting of the Board of Supervisors on October 4, 2022**

**3. CLOSED SESSION**

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

- A. Public employee appointment or employment – Director Behavioral Health
  - **This item was removed from the agenda.**

**ADJOURNMENT**

Adjourned meeting to Friday, September 30, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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

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Sharon Sousa- Interim Director



DATE: October 4, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa - Behavioral Health Interim Director *SS*

SUBJECT: Consent Agenda

**Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign an \$50,000.00 Agreement with Granite Wellness Centers.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign First Amendment to Agreement with North Valley Behavioral Health.
3. It is respectfully requested the Board of Supervisors approve \$1841.41 payment to Wittmeier Dealership in Chico, CA. for repairs to county vehicle.

**BACKGROUND AND DISCUSSION:**

1. Granite Wellness Center is a residential facility to treat substance use disorder clients. This Agreement has been approved to form by County Counsel.
2. Crisis stabilization services has increased over the last several months. North Valley Behavioral Health has had bed availability more than other contracted hospitals. Due to the high demand for services Behavioral Health is requesting a change to agreement. County requests to increase dollar amount, not to exceed \$200,000. This amendment has been approved to form by County Counsel.

3. Respectfully request approval to pay \$1841.41 to Wittmeier Dealership in Chico, CA for the unexpected air conditioner repair to county vehicle 2010 Mercury Mountaineer.

**FINANCIAL IMPACT:** There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Granite Wellness Centers, non-profit 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 \$50,000.00  
CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. Term. 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. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Granite Wellness Centers, non-profit corporation from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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

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

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

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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
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 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

COUNTY INITIALS

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CONTRACTOR INITIALS

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

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

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

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.

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

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:

Sharon Sousa, Interim Director  
Plumas County Behavioral Health  
270 County Hospital Road., Suite 109  
Quincy, CA 95971

Contractor:

Victoria Blacksmith, Chief Executive Officer  
Granite Wellness Center  
PO Box 6028  
Auburn, CA 95604

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder

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or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. 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 ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, 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.
28. 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.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.
31. Exhibit C provides Medi-Cal participation requirements pursuant to this Agreement in the manner set forth and attached hereto.
32. Exhibit D provides Additional Contractor Terms and Conditions requirements pursuant to this Agreement in the manner set forth and attached hereto.

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Victoria Blacksmith  
Title: Chief Executive Director  
Date signed:

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Mervin Arenchild  
Title: Secretary  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Date signed:

**APPROVED AS TO CONTENT:**

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

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk, Board of Supervisors  
Date signed:

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

9/15/2022

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## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Granite Wellness Centers, non-profit corporation, referred to herein as Business Associate (“BA”), dated July 1, 2022.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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Information means Protected Health Information that is maintained in or transmitted by electronic media.

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

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

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carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the

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event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

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

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

#### **9. Interpretation**

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

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

**COVERED ENTITY**

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971

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

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

**BUSINESS ASSOCIATE**

Name: Victoria Blacksmith

Title: Chief Executive Officer

Address: P.O. Box 6028  
Auburn, CA 95604

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

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

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## EXHIBIT A - SCOPE OF WORK

### CLEAN & SOBER TRANSITIONAL LIVING ENVIRONMENT

Granite Wellness Centers' transitional housing programs provide a balanced environment to support continued self-improvement and a solid foundation in recovery. Our transitional housing is designed for stays up to six months and offers housing for adult men, women, and women with young children. Our goal is to encourage the development of life-long skills to achieve long-term recovery and wellness, and tools to live a meaningful, productive, and rewarding life. Transitional living residents must be enrolled in outpatient services. Clients are expected to remain clean and sober and be active in developing the assets for self-sufficiency. This engagement in services involves a high level of interaction with our social worker and program. Above all, there must be a willing and eager desire to live a life free from alcohol and drugs.

Each individual is provided support to achieve self-sufficiency and to build individual independent living action plans that identify goals health, wellness, recovery, and self-sufficiency goals. This may include addressing housing, transportation, health, and employment; and Granite Wellness Centers will provide education around parenting, anger management, money management, computer skills, life skills and literacy training, employment skills and resources, and smoking cessation.

Some of the issues we address are:

- drug and/or alcohol use
- anxiety
- depression
- mental illness
- relationship struggles
- parenting concerns
- family issues
- sexual/emotional abuse
- anger management
- grief and loss issues
- trauma issues

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**EXHIBIT B - FEE SCHEDULE****2022/2023 Approved Contract rates**

Peer Support	minute	\$3.85
Outpatient ASA1.0	minute	\$3.85
Outpatient IOT ASAM 2.1	minute	\$3.85
Case Management	minute	\$3.85
Recovery Services	minute	\$3.85
Physician Consultation-	15 min increments	\$4.89
Residential Level 3.1	Daily rate	\$138.00
Residential Level 3.5	Daily Rate	\$173.00
Withdrawal Management 3.2	Daily Rate	\$194.00
Recovery Residence/ Sober Living	Daily Rate	\$26.00
Room and Board	Daily Rate	\$31.00
Recovery Residence		
Sober living each child per month		\$25.00
Residential Perinatal Facility one child		\$50.00
Two children		\$75.00

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**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

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

**I. PROVIDER CERTIFICATION**

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

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

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

1. MHPs must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.

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

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

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

**II. BENEFICIARY ELIGIBILITY**

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

**III. PATIENT RIGHTS**

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

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

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

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

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <https://www.plumascounty.ca.gov/DocumentCenter/View/13099/Guide-to-Medi-Cal-Mental-Health-Services?bId=1>

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

Agreement Between County of Plumas and \_\_\_\_\_ FY \_\_\_\_\_

Exhibit C-2

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

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

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

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

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

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

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

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

**IV. MEDICAL NECESSITY CRITERIA**

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

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

**V. ASSESSMENT**

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

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

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

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

**VI. CLIENT PLANS**

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

**EXHIBIT C**  
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2. A person representing a team or program providing services, or
  3. A person representing the Contractor providing services.
  4. The client, except when client refuses or is unavailable.
- E. The Client Plan must be signed or co-signed by one of the following approved staff categories:
1. Licensed Physician
  2. Licensed/Waivered Psychologist
  3. Licensed/Waivered Clinical Social Worker
  4. Licensed/Waivered Marriage, Family and Child Counselor
  5. Registered Nurse
  6. Other staff approved by Director
- F. Individual or group providers are required to be licensed.
- G. In addition,
1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
  2. Client Plans are consistent with the diagnoses.
  3. The focus of intervention is consistent with the Client Plan goals.
  4. An individualized Client Plan is required for each client.
  5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
  6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
  7. The client will receive a copy of the plan upon request, which include the following:
    - a) Tentative discharge plan
    - b) Indication whether the client is a Long-Term client or not
    - c) Client's strengths
    - d) Client's significant support persons
    - e) Goals must be consistent with client's diagnosis and functional impairments
  8. Contractor must ensure all information provided in the Client Plan is included in client's electronic health record.

**Frequency/Timeliness of Client Plan:**

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

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

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

**VII. PROGRESS NOTES**

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

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

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

**Frequency of Progress Notes:**

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

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- a) The date of service;
  - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
  - c) The date the documentation was entered in the beneficiary record.
4. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.

**Timeliness of Progress Notes:**

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

**VIII. PROGRAM INTEGRITY**

**A. Compliance Program**

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

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

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**B. Fraud Reporting Requirements**

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

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

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

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

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

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

**C. Service Verification**

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

**D. Required Disclosures**

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

individual providers, information regarding:

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

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

### II. PERSONNEL; PERFORMANCE STANDARDS

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

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

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

## EXHIBIT D—TERMS AND CONDITIONS

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

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

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

### IV. REPORTS

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

**B. Practitioner Information Report:**

**NPI/License List**

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

**Practitioner ID Request Form**

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

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

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

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

PLUMASQICCONCERNS@PCBH.SERVICES

## EXHIBIT D- TERMS AND CONDITIONS

### C. Program Report:

#### Performance Outcome Measures (POM)

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

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

### D. Expenditure Reports

#### 1. Contract Expenditures

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

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

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

### E. Fiscal Year Annual Reports

#### 1. Annual Training Report

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

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

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

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

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

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

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

#### 4. Certified Mental Health Cost Report

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

#### 5. Certified Audited Financial Reports

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

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

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

## EXHIBIT D—TERMS AND CONDITIONS

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

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

### V. AUDITS

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

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

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

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

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

## EXHIBIT D—TERMS AND CONDITIONS

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

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

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

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

## VI. CULTURAL COMPETENCY

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

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

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

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

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

## EXHIBIT D—TERMS AND CONDITIONS

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

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

**G. Language Access and Translation Requirements**

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

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

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

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

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

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

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

## VII. OWNERSHIP OF EQUIPMENT

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

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

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

## VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

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

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

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

## IX. CONFIDENTIALITY

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

## EXHIBIT D- TERMS AND CONDITIONS

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

- B. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, Part 2 Regulations.
- C. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

### X. DISPUTES

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

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

- A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.
- B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in Plumas County Superior Court located in Quincy, California.

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

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

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

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

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

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

**XIV. CONFLICT OF INTEREST**

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

**XV. ASSIGNMENT AND SUBCONTRACTS**

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

**XVI. STATUS OF CONTRACTOR**

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

Agreement Between County of Plumas and \_\_\_\_\_ FY \_\_\_\_\_  
Exhibit D-10

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

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

program.

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

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

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

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

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

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

## XVIII. FALSE CLAIMS ACT

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

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

## XIX. ADDITIONAL PROVISIONS

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

### XX. AMENDMENT

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

### XXI. WAIVER

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

### XXII. AUTHORIZED REPRESENTATIVE

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

### XXIII. PUBLIC RECORDS ACT

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

### XXIV. COST SETTLEMENT

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

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

## EXHIBIT D- TERMS AND CONDITIONS

- C. In the event that Contractor's per unit rates in the Cost Report are less than the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice, unless an alternate repayment agreement is structured in writing and approved by the Health and Human Services Agency Director.
- D. Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed.
- E. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.
- F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.
- G. This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.
- H. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.
- I. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.
- J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND NORTH VALLEY BEHAVIORAL HEALTH**

This First Amendment to Agreement is made on September 21, 2022, between PLUMAS COUNTY, a political subdivision of the State of California and North Valley Behavioral Health, LLC who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and North Valley Behavioral Health, LLC have entered into a written Agreement dated, July 1, 2022, in which North Valley Behavioral Health, LLC, agreed to provide recovery services to Plumas County.
  - b. Due to an unforeseen high demand for services, the parties desire to change the agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. **Paragraph #2** is amended to read as follows:

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 Two Hundred Thousand Dollars (\$200,000.00). CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement July 1, 2022, shall remain unchanged and in full force and effect.

**CONTRACTOR:**  
North Valley Behavioral Health, LLC

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Arne Hyson  
Title: Managing Member  
Date:

**COUNTY:**  
County of Plumas, a political  
subdivision of the State of  
California

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Sharon Sousa  
Behavioral Health Interim Director  
Date:

**APPROVED AS TO CONTENT:**

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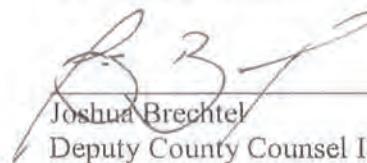
Kevin Goss  
Chair, Board of Supervisors  
Date:

**ATTEST:**

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Heidi White  
Clerk, Board of Supervisors  
Date:

Approved as to form:



Joshua Brechtel  
Deputy County Counsel I

9/22/2022

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and North Valley Behavioral Health, LLC (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 \$50,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. Term. The term of this Agreement commences on July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by North Valley Behavioral Health, LLC for July 1, 2022 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. 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 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.

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:

Sharon Sousa Interim Director  
Plumas County Behavioral Health  
270 County Hospital Road., Suite 109  
Quincy, CA 95971

Contractor:

Arne Hyson, Chief Executive Director  
North Valley Behavioral Health  
1535 Plumas Ct  
Yuba City, CA 95991

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 ten

years after final payment hereunder or from the date of completion of any audit, whichever occurs later, 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.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

North Valley Behavioral Health, LLC

By: 

Name: Arne Hyson

Title: Managing Member

Date signed:

**COUNTY:**

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

By: 

Name: Sharon Sousa

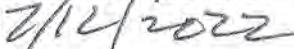
Title: Behavioral Health Interim Director

Date signed:

**APPROVED AS TO CONTENT:**

  
Name: Kevin Goss

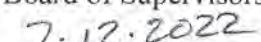
Title: Chair, Board of Supervisors

Date signed: 

**ATTEST:**

  
Name: Heidi White

Title: Chair, Board of Supervisors

Date signed: 

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

6/29/2022

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and North Valley Behavioral Health, LLC., referred to herein as Business Associate (“BA”), dated July 1, 2022.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that

such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

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

**h. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated

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

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

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

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

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

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

corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

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

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

### 3. Termination

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or

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otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

## 8. No Third-Party Beneficiaries

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

## 9. Interpretation

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

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

**COVERED ENTITY**

#### BUSINESS ASSOCIATE

Name: Sharon Sousa

Name: Arne Hyson

Title: Behavioral Health Interim Director

Title: Chief Executive Director

Address: 270 County Hospital Road, Suite 109

Address: 1535 Plumas Court

Quincy, California 95971

Yuba City, CA 95991

Signed: *Shane R. Johnson*

Signed: John T. C.

Date: 07/13/2022

Date: 8/11/22

## EXHIBIT A - SCOPE OF WORK

Plumas County will have admission access to both licensed Psychiatric Health Facilities (PHF's): North Valley Behavioral Health LLC located at 1535 Plumas Court, Yuba City, California and Stabler Lane Behavioral Health located at 1253 Stabler Lane, Yuba City, California.

**North Valley Behavioral Health**

Psychiatric Health Facility providing therapeutic and rehabilitation services in a non-hospital 24-hour inpatient setting. Services are provided to individuals experiencing an acute psychiatric episode or crisis, whose physical health needs can be met by an affiliated hospital or in an outpatient setting.

The primary focus of the program is continuous diagnostic assessment of the individual's mental health status, stabilization and maintenance of the mental health condition, improvement of patient's functioning ability, and transitional planning with appropriate referrals to a post hospitalization living situation. It is intended for individuals who have a qualified mental health condition or crisis requiring temporary care in a safe and secure environment.

North Valley Behavioral Health accepts "involuntary" and "voluntary" adult patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity. North Valley Behavioral Health does not accept walk-in patients.

Patients will be discharged or transferred from this facility when:

The patient has successfully completed a treatment plan and no longer meets medical or service necessity criteria.

The patient no longer meets criteria for an involuntary hold.

The patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc...) would be returned to the county of origin for placement or other disposition.

North Valley has established relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care and other referral needs.

The length of stay at the North Valley PHF is planned to meet the acute psychiatric needs of the patients referred to the program. North Valley will accept both voluntary and involuntary patients who meet the admission criteria for the program.

It is expected that many of the patients referred to the PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity. To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

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It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days or longer than five days will be dependent on the individual needs of the patient in accordance with any legal hold. In all cases, the individual care will be coordinated with the referring county mental health agency.

North Valley Behavioral Health's Goal: To provide quality and compassionate care inpatient psychiatric services to adults within the Northern California region.

### **Stabler Lane Behavioral Health**

Program services will be provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services will be available in a 24-hour care, non-hospital setting to referred adult who (1) require intervention for a psychiatric crisis/episode or other acute mental health problem(s), and (2) have/might have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program will be prompt intervention, assessment, and stabilization of the individual's psychiatric crisis/episode. The program will admit voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party, when appropriate, and the referring agency. Admission to the program will provide the individual with care designed to help stabilize and maintain his or her mental health condition and improve his or her functioning ability. This will provide, through continuous diagnostic assessments of their mental health status, pharmacological intervention and transitional discharge planning.

The program will accept only adult patients referred from the County's Mental Health Agency who meet the admission criteria established by the program. All care provided by the facility will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

### **Program Goals**

It is the commitment of Stabler Lane Behavioral Health PHF to meet the following goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.
2. To encourage and facilitate involvement of patients and their appropriate support person(s) in treatment programs to promote self-care and improve a patient's ability to function on his or her own in order to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential.
3. To provide effective multi-faceted continuity of care spanning the entire treatment from pre-admission to post-discharge.

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**Program Objectives**

The specific objectives necessary to meet the above goals consist of the following:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.
2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.
3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.
4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.
5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

**Admission Criteria and Process**

In Sutter-Yuba County, as in many counties in California, a person presenting as a danger to self, danger to others, or is so impaired as to be unable to provide for their food, clothing and shelter by reason of what appears to be a mental disorder, is brought to the local emergency department (ED) by law enforcement, concerned family member, a licensed professional, or self presents for help. It is in this venue that the vast majority of 5150 psychiatric evaluations occur.

By reason of the Welfare and Institutions Code (WIC) 5150, law enforcement is permitted to detain and transport a mentally disordered person against their will for purposes of obtaining a psychiatric evaluation by completing the form 5150. At this point, the form is only an application and permits detainment and transportation of the person, but does not permit an automatic admission of the person to a psychiatric facility without first receiving a thorough psychiatric assessment by a professional person in charge of a facility, designated by the county for evaluation and treatment, such as designated mobile crisis teams, or county contracted crisis workers stationed in the local EDs for such a purpose. When a patient arrives at the ED, either by law enforcement or other means, he or she is immediately assessed by the ED MD for physical concerns and then referred to the licensed mental health professional (LMHP) for a psychiatric consult. In keeping with WIC 5151, the designated

LMHP on duty meets with the patient face to face, prior to admitting a person on an involuntary commitment, by conducting a thorough mental status examination, obtaining the circumstances of admission and relevant historical data. Oftentimes, the LMHP obtains collateral from family members who may be present in the ED, or speaks with the law enforcement officer who brought the patient to the ED. There may be clinical data available to the LMHP if the patient is being seen by a county provider for mental health services. Once all relevant information is obtained and the face to face interview and assessment with the patient has been conducted, the LMHP determines if the patient meets the legal criteria to enforce the 5150 written by law enforcement. If the patient is assessed not to meet 5150 criteria, the LMHP makes appropriate referrals for aftercare,

## PCBH2223NORTHVALLEY

ensuring there is a plan for safety. The ED MD is advised by the LMHP of such psychiatric determination and, if the ED MD concurs, the patient is discharged from the ED. If the patient meets 5150 criteria, but came to the ED alone or with family, the LMHP is authorized (designated) to write the 5150 for the patient based on their face to face assessment in the ED and recommends admission to a psychiatric inpatient facility.

Once it is determined by the county's contracted and designated LMHP that inpatient psychiatric care is required for the patient, the LMHP contacts the PHF's Access Director, a licensed psychiatric technician, who contacts the on-call psychiatrist directly. (In many other counties, the LMHP may call various psychiatric facilities directly looking for a bed). After speaking with the referring LMHP, the Access Director conducts a nurse to nurse phone call regarding the patient, then contacts and provides the psychiatrist on-call with a copy of the referral packet for their review, including all relevant details of the patient's presenting problem and circumstances of admission to the ED, as well as historical patient data and any medical concerns that may be present. Results of ED tests, including labs, and other materials requested by the on-call psychiatrist are provided to the MD for evaluation, who, based on the overall presentation, agrees to admit (or not) the patient from the ED to the PHF for observation, evaluation and treatment. The on-call psychiatrist then provides standing and individualized admission orders to the Access Director for the forthcoming patient from the ED.

The patient is transported via ambulance to the PHF where upon arrival, the patient is processed on to the unit and oriented to the unit by the charge nurse on duty utilizing approved admission procedures as defined and set forth in the SLBH PHF's Nursing Manual. Patients often arrive late at night, in an effort to minimize EDs impacted with patient's waiting for placement, and are eager to go to bed. After a thorough admission process has occurred, the patient is assigned a room and seen for evaluation by the psychiatrist in the morning (always within 24 hours) to determine/confirm diagnosis, medication and treatment plan.

### **Average Length of Stay**

Once admitted to a psychiatric inpatient unit only the psychiatrist or psychologist can break the hold before the completion of the 72-hour timeframe. It is the exception that an Initial 5150 evaluation occurs at the PHF. Except in an emergency, as stated above, all are referred to the local Emergency Departments for medical clearance and assessment by an LMHP.

Voluntary and involuntary patients will be accepted for treatment at the PHF who meet admission criteria for the program, which include (1) a primary diagnosis of a major mental illness, (2) the absence of a primary diagnosis, such as an eating disorder, chemical dependency, chemical intoxication, or chemical withdrawal, (3) the presence, if any, of a medical condition that may require interventions for which the PHF can appropriately provide, as would be on an out-patient basis. Once arriving at the facility, the nursing staff will conduct a nurse screening to make sure the patient's condition hasn't changed during transport and also to chart on the patient's physical presentation. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

## PCBH2223NORTHVALLEY

Many of the referrals are admitted on an involuntary hold (WIC 5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility will be between 7 to 9 days. Stays of less than seven (7) or longer than nine (9) are dependent on assessment of the patient's needs. Occasionally, a patient under an LPS conservatorship may experience a longer length of stay while an appropriate placement is found. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party, if appropriate, and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

### Program Services

The program will offer:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problems.
2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.
3. Coordinated care and referrals to other services.

These program services will be offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, as well as individual and group therapy. These structured services will be offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Psychiatric assessment and evaluation of admitting condition
2. Crisis intervention
3. Medication evaluation, management and education
4. Health monitoring and treatment interventions as indicated
5. On-going multi-disciplinary evaluation and treatment planning
6. Individual and group therapy
7. Social work/Case management
8. Therapeutic activities
9. Utilization of therapeutic milieu
10. Rehabilitation services (including but not limited to anger management, coping skills, recreation therapy, relaxation therapy, depression awareness)
11. Discharge planning/aftercare services

### Discharge Criteria

The interdisciplinary team members will utilize the following discharge criteria:

1. The patient no longer meets medical or service necessity criteria and/or he or she has successfully completed his or her goals in the treatment plan.

2. The patient no longer meets criteria for an involuntary hold following continuous assessment.
3. The patient is determined to need a higher level of medical or psychiatric care. Conversely, the patient is expected to transition to a lower level of care (e.g., board and care, supervised living, etc.)

Stabler Lane Behavioral Health will establish relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

### **Organization Plan**

Stabler Lane Behavioral Health will utilize a professional staff model to organize its medical and other professional staff. Members of the professional staff will provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff will meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director will supervise the overall quality of care and coordinate the professional staff's involvement in the program.

A qualified Administrator will provide overall supervision of the staff and manage the operation of the PHF. Other administrative/support staff including medical record professionals, clerical staff, housekeepers, food service personnel, maintenance/grounds staff, and transportation personnel will be either hired or contracted. The Administrator will be assisted by a Director of Patients Care Services to direct the nursing functions and supervise R.N.s, LPTs/LVNs, and Mental Health Workers providing coverage at the facility. The facility will be staffed with a patient ratio that, at minimum, will comply with the DHCS's PHF licensing regulations. Additional staff will be provided, as the acuity of the patients require.

Social Workers will provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational Therapy staff will provide structured activities and rehabilitation services as needed. New hires will be oriented and trained within 60 days of employment and on-going staff training will be scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation(s) will be utilized, when necessary, to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff, including primary care and specialty physicians, dentist, podiatrists, and other mental health professionals.

The emphasis of the overall care that will be provided at SLBH will be focused on the health and safety of the patients we will be privileged to serve while maintaining our "Patients First" philosophical base guided by a multidisciplinary team providing individualized therapeutic, pharmacological, and rehabilitative interventions.

**EXHIBIT B – FEE SCHEDULE**  
**FY 22/23 Daily Rates**

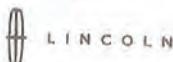
**North Valley Behavioral Health Facility & Stabler Lane Behavioral Health**

**\$988.00 Daily Rate**

Fee for service/Medi-Cal psychiatric inpatient facility COUNTY agrees to pay at the all-inclusive rate \$988.00 per day for indigent and Medi-Cal patients.

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor;
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.



B.A.R. #AA 001060

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1-800-660-3227

E.P.A. # CAD983607680

Item 3.B.3

CUSTOMER NO. 81319		ADVISOR KYLE LESTER	TAG NO. 7861	INVOICE DATE 09/02/22	INVOICE NO. FOCS582113
SAM CHANDLER MENTAL HEALTH DEPT COURTHOUSE ANNEX QUINCY, CA 95971		LICENSE NO. 1347712	MILEAGE IN 85,557	MILEAGE OUT /	STOCK NO.
YEAR / MAKE / MODEL 10/MERCURY TRUCK/MOUNTAINEER/4DR WGN		VEHICLE I.D. NO. 4 M 2 E N 4 J 8 X A U J 0 7 2 3 9	F.T.E. NO.	SELLING DEALER NO.	DELIVERY DATE DELIVERY MILES
RESIDENCE PHONE 530-283-6307	BUSINESS PHONE	COMMENTS	P.O. NO.	R.O. DATE 08/18/22	PRODUCTION DATE COLOR
TOTALS-----				KEY NO.	MO: 85557

[ ] CASH [ ] CHECK CK NO. [ ]

[ ] VISA [ ] MASTERCARD [ ] DISCOVER

[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	388.50
TOTAL PARTS....	1327.65
TOTAL SUBLET...	0.00
TOTAL G.O.G....	29.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	96.26

TOTAL INVOICE \$ 1841.41

\*\*\*\*\* IMPORTANT NOTICE \*\*\*\*\*  
 Thank you for having your vehicle serviced at Wittmeier Auto Center today. We appreciate your business and value your opinions. The ability to continuously improve the timeliness and quality of vehicle service depends on your feedback. In the next few weeks you may receive a survey asking about today's service experience. If you do receive a survey, please take a moment to complete and return it.  
 --I ACKNOWLEDGE RECEIPT OF MY VEHICLE AND FINAL INVOICE--

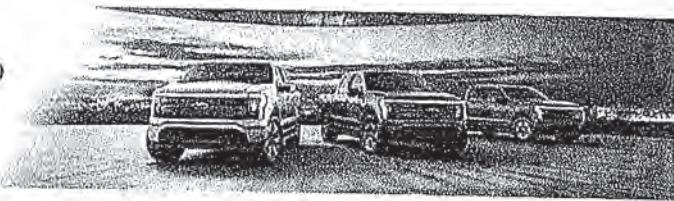
*Shawn R. Sosa, wmf*

CUSTOMER SIGNATURE

Vendor #: \_\_\_\_\_  
 Fund/Dept #: \_\_\_\_\_  
 Account #: \_\_\_\_\_  
 Contract #: \_\_\_\_\_  
 Date: \_\_\_\_\_



2288 Forest Avenue, Chico, CA 95928  
 Sales: (530) 767-4381 | Service: (530) 767-2959



### Sam Chandler

Mental Health Dept Courthouse Annex  
 Quincy, CA 95971  
 530-283-6307

2010 MERCURY MOUNTAINEER - 85,557 mi.  
 V/N # 4M2EN4J8XAUJ07239  
 License # 1347712

Service Consultant: KYLE LESTER  
 Certified Technician: HQUA VANG

August 18, 2022

RO # 582113

Tag # B734



Scan the QR code above or visit  
<https://emailtcc.com/ov4lic> for details

### Original Customer Requests

The following is what you requested we perform or investigate regarding your vehicle:

1. CUSTOMER STATES THE AC PUMP KEEPS TURNING OFF AND NOT WORKING CORRECTLY WILL TURN OFF FOR 30 MIN AND WONT TURN BACK ON ALREADY TRIED TO RECHARGE IT AND THERE MECHANIC SAID IT NEEDED TO COME TO A DEALERSHIP
2. PERFORM MULTI-POINT VEHICLE INSPECTION
3. PERFORM STATE MANDATED TIRE INFLATION SERVICE, SET TIRE PRESSURES TO SPEC.

### Multipoint Inspection Results

Cautioned Task	Observation	Recommendation
Inspect Driving/Fog Lights ( if equipped )	LH FOG LAMP DAMAGE	
Inspect Front Brake Lining Thickness	5 MM	
Inspect Rear Brake - Linings / Pads	5 mm	

Passed Task	Observation	Recommendation
Left Front Tire / Tread Depth and or Condition	Left Front Tread Depth 8/32"	
Right Front Tire / Tread Depth and or Condition	Right Front Tread Depth 9/32"	
Left Rear Tire / Tread Depth and or Condition	Left Rear Tread Depth 6/32"	
Right Rear Tire / Tread Depth and or Condition	Right Rear Tread Depth 6/32"	
Tire Recommendations	Tires Check Ok	
Check and Adjust Front Tire Pressures	Front tire pressure set to 32 PSI	
Check and Adjust Rear Tire Pressure	Rear Tire Pressure was set to 32 PSI	

### Passed Tasks

- Inspect Instrument Cluster Warning Lights
- Inspect Taillight, Turn Signal, Side Marker, and License Plate Lights
- Inspect Hazard Light Operation
- Check Horn Operation
- Inspect Wiper and Washer Operation
- Inspect Rear Wiper Blades
- Check Engine Coolant Level and Condition
- Check Windshield Washer Fluid
- Inspect Battery Terminals and Cables
- Inspect Wheels for Damage
- Fill Windshield Washer Fluid
- Other Findings - 2
- Other Findings -4
- Other Findings -6
- Other Findings -8
- Other Findings -10
- Inspect Headlight Low & High Beam Operation
- Inspect Taillight, Turn Signal, and Side Marker Assemblies for Damage
- Inspect Parking Brake Adjustment and Operation
- Inspect Windshield For Cracks, Chips and Pitting
- Inspect Windshield Wiper Blades
- Check Brake Fluid Level and Condition
- Check Power Steering Fluid Level and Condition
- Inspect Hood Struts
- Inspect Drive Belts ( Cracks / Damage / Wear)
- Inspect Steering System For Leaks
- Other Findings -1
- Other Findings -3
- Other Findings -6
- Other Findings -7
- Other Findings -9

Requested / Recommended Services			
Original Customer Requests	Estimate	Declined	Approved
CUSTOMER STATES THE AC PUMP KEEPS TURNING OFF AND NOT WORKING CORRECTLY WILL TURN OFF FOR 30 MIN AND WONT TURN BACK ON ALREADY TRIED TO RECHARGE IT AND THERE MECHANIC SAID IT NEEDED TO COME TO A DEALERSHIP	\$150.00		✓
VERIFY A/C CLUTCH INOP AFTER VEHICLE RUNS FOR A WHILE. A/C SYSTEM IS FULL CHARGE, CHECK OASIS NO TSB/SSM RELATES TO CONCERN. PERFORM PINPOINT TEST L IN SECTION 412-00 OF THE WORKSHOP MANUAL. FUSES AND RELAYS OK, PER PINPOINT TEST L16, REC PCM AND RETEST. PCM NOT GROUNDING CIRCUIT CH302 ACCR, P&A IN. REC PCM.	\$203.50		
REPLACE AND CONFIGURE PCM, PERFORM PATS PARAMETER RESET AND RETEST AC SYSTEM, AC OPERATING NORMAL AT THIS TIME.	\$0.00		
PERFORM MULTI-POINT VEHICLE INSPECTION	Internal		✓
PERFORM STATE MANDATED TIRE INFLATION SERVICE, SET TIRE PRESSURES TO SPEC.	Internal		✓
<b>Subtotal</b>	<b>\$353.50</b>		<b>\$150.00</b>
Totals, Taxes and Fees		Estimate	Declined
Estimate Subtotal		\$353.50	\$150.00
Shop Fee		\$0.00	
Tax		\$0.00	
<b>Estimate Total</b>	<b>\$353.50</b>		<b>\$150.00</b>



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E.P.A. # CAD983607680

CUSTOMER NO. 81319		ADVISOR KYLE LESTER	7861	TAG NO. B734	INVOICE DATE 09/02/22	INVOICE NO. FOCS582113
SAM CHANDLER MENTAL HEALTH DEPT COURTHOUSE ANNEX QUINCY, CA 95971		YEAR / MAKE / MODEL 10/MERCURY TRUCK/MOUNTAINEER/4DR WGN	LICENSE NO. 1347712	MAILEAGE IN 85,557	MAILEAGE OUT /	STOCK NO.
		VEHICLE I.D. NO. 4M2EN4J8XAUJ07239	F.T.E. NO.	P.O. NO.	DELIVERY DATE	DELIVERY MILES
RESIDENCE PHONE 530-283-6307	BUSINESS PHONE	COMMENTS			SELLING DEALER NO.	PRODUCTION DATE
					R.O. DATE 08/18/22	COLOR
					KEY NO.	MO: 85557

LABOR & PARTS

J# 1 19FOZ

AIR CONDITIONING  
TECH(S):7567  
CUSTOMER STATES THE AC PUMP KEEPS TURNING OFF AND NOT  
WORKING CORRECTLY WILL TURN OFF FOR 30 MIN AND WONT TURN  
BACK ON ALREADY TRIED TO RECHARGE IT AND THERE MECHANIC SAID  
IT NEEDED TO COME TO A DEALERSHIP  
VERIFY A/C CLUTCH INOP AFTER VEHICLE RUNS FOR A WHILE. A/C  
SYSTEM IS FULL CHARGE. CHECK OASIS NO TSB/SSM RELATES TO  
CONCERN. PERFORM PINPOINT TEST L IN SECTION 412-00 OF THE  
WORKSHOP MANUAL. FUSES AND RELAYS OK, PER PINPOINT TEST  
L16, REC PCM AND RETEST. PCM NOT GROUNDING CIRCUIT CH302  
ACCR. P&A IN. REC PCM.  
REPLACE PCM, PERFORM CONFIGURATION, PERFORM PATS PARAMETER  
RESET USING IDS AND RETEST, VEHICLE STARTS AND AC SYSTEM  
OPERATING NORMAL AT THIS TIME.

388.50

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
JOB # 1 1 9L2A-12A650-HH REMAN. PCM 1327.65 1327.65  
JOB # 1 TOTAL PARTS 1327.65

JOB # 1 TOTAL LABOR & PARTS 1716.15

J# 2 40FOZ-MPVI-FORD MPVI FORD  
TECH(S):7567  
PERFORM MULTI-POINT VEHICLE INSPECTION  
PERFORMED MULTI-POINT VEHICLE INSPECTION

INTERNAL

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
JOB # 2 TOTAL PARTS 0.00  
JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 99FOZ-INFLATION STATE TIRE INFLATION  
TECH(S):7567  
PERFORM STATE MANDATED TIRE INFLATION SERVICE, SET TIRE  
PRESSURES TO SPEC.  
SET TIRE PRESSURES TO MANUFACTURER SPECIFICATIONS

INTERNAL

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----  
JOB # 3 TOTAL PARTS 0.00  
JOB # 3 TOTAL LABOR & PARTS 0.00

G.O.G. & SUPPLIES-----  
JOB # 1 FRGHT 29.00 29.00  
TOTAL - GOG 29.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO.-----  
JOB # 2 MPIF MPI FORD LABOR COS  
TOTAL - MISC 0.00  
INTERNAL

ESTIMATE-----  
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
ORIGINAL ESTIMATE OF \$250.00 (+TAX)  
APPROVED ADDITIONAL COST OF \$1696.47 FOR TOTAL ESTIMATE OF \$1946.47 (+TAX) ON 08/24/22 AT 02:18p  
BY HARDEE  
COMMENTS

# Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971  
Telephone (530) 283-6510 Fax (530) 283-6519

Jennifer Scheel, Principal

Jason Hawkins, Assistant Principal

9/16/22

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

Plumas County Board of Supervisors,

Quincy Junior-Senior High School is applying for a permit to hold our Homecoming Parade on *Friday, October 14, 2022*. Would you please provide written support for the event? It's one of our favorite community events and we would greatly appreciate your support.

We are also applying for a county permit to stage the parade behind the courthouse. I have attached a map of the route and staging area. We plan to walk to the courthouse and stage between 12:35-1:00pm and expect the parade to start at 1:00 pm.

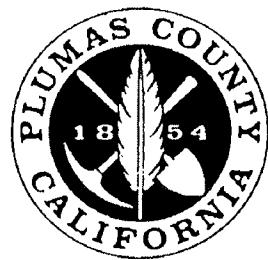
Please let me know if you have any questions.

Sincerely,

Quincy Junior-Senior Associated Student Body  
Nicole Yoacham  
Teacher  
QJSHS

# BOARD OF SUPERVISORS

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



September 14, 2021

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

Attention Permits Engineer

**Subject: Encroachment Permit Request**  
**Quincy High School**

The Annual Homecoming Parade on Friday, October 1st, 2021  
Plumas County, California

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

Sincerely

A handwritten signature in black ink, appearing to read "JEFF ENGEL".

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



Staging of the QHS Homecoming Parade

Prepared By:  
Plumas County  
Public Works  
September 2010

# Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971  
Telephone (530) 283-6510 Fax (530) 283-6519

Thomas Brown, Principal

Jason Hawkins, Assistant Principal

9/8/21

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

Plumas County Board of Supervisors,

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We are also applying for a county permit to stage the parade behind the courthouse. I have attached a map of the route and staging area. We plan to walk to the courthouse and stage between 11:55 - 12:20 and expect the parade to start at 12:20.

Please let me know if you have any questions.

Sincerely,

Quincy Junior-Senior Associated Student Body  
Nicole Yoacham  
Teacher  
QJSHS



Staging of the QHS Homecoming Parade

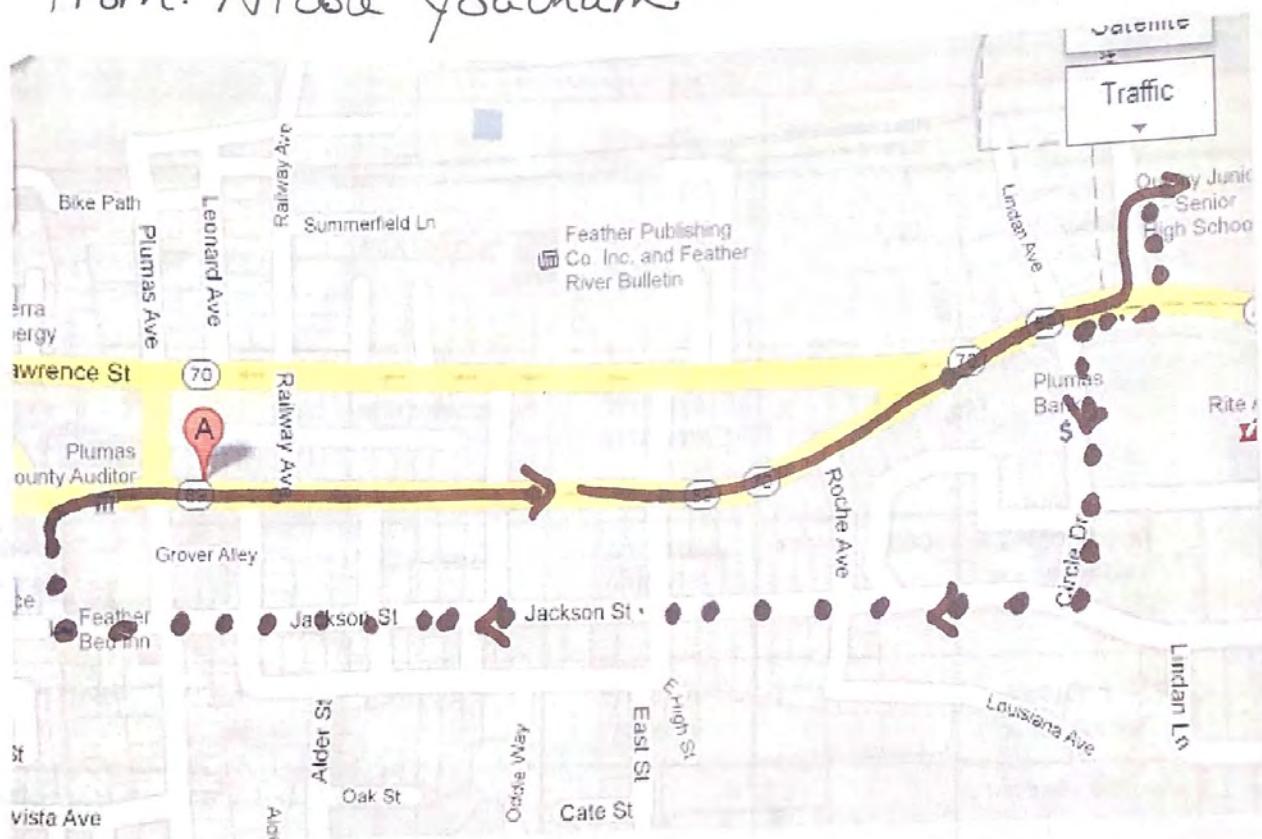
Prepared By:  
Plumas County  
Public Works  
September 2018

QUINCY HIGH SCHOOL HOMECOMING PARADE ROUTE

10-1-21

12:20 pm - 1:00 pm

From: Nicole Yoacham



..... = staging  
— = parade route

# Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971  
Telephone (530) 283-6510 Fax (530) 283-6519

Jennifer Scheel, Principal

Jason Hawkins, Assistant Principal

9/16/22

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

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Sincerely,

Quincy Junior-Senior Associated Student Body  
Nicole Yoacham  
Teacher  
QJSHS

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



September 14, 2021

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

Attention Permits Engineer

**Subject: Encroachment Permit Request**  
**Quincy High School**

The Annual Homecoming Parade on Friday, October 1st, 2021  
Plumas County, California

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Sincerely

A handwritten signature in black ink, appearing to read "JEFF ENGEL".

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



## Staging of the QHS Homecoming Parade

Prepared By  
Plumas County  
Public Works  
September 2016

# Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971  
Telephone (530) 283-6510 Fax (530) 283-6519

Thomas Brown, Principal

Jason Hawkins, Assistant Principal

9/8/21

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

Plumas County Board of Supervisors,

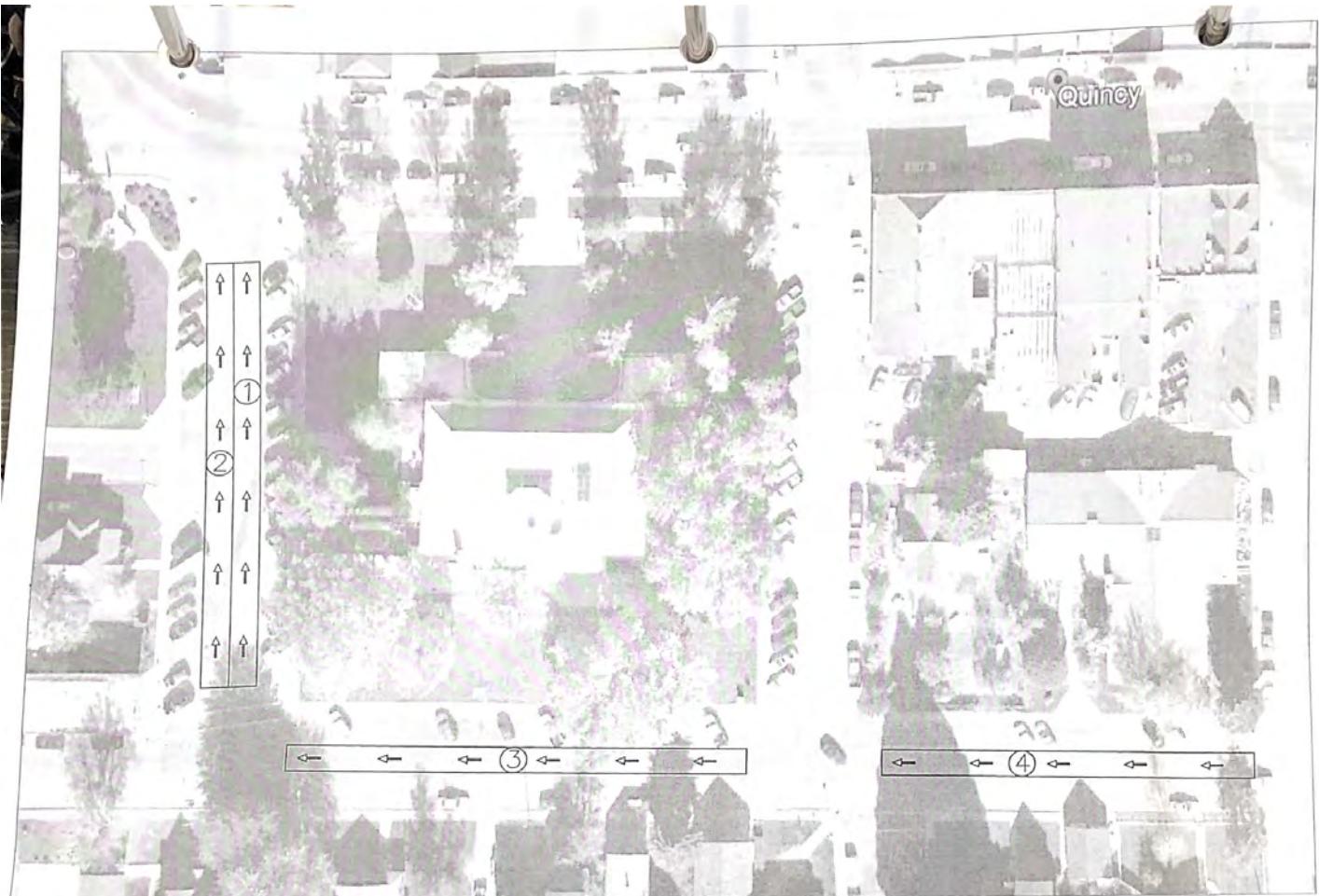
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Teacher  
QJSHS



Staging of the QHS Homecoming Parade

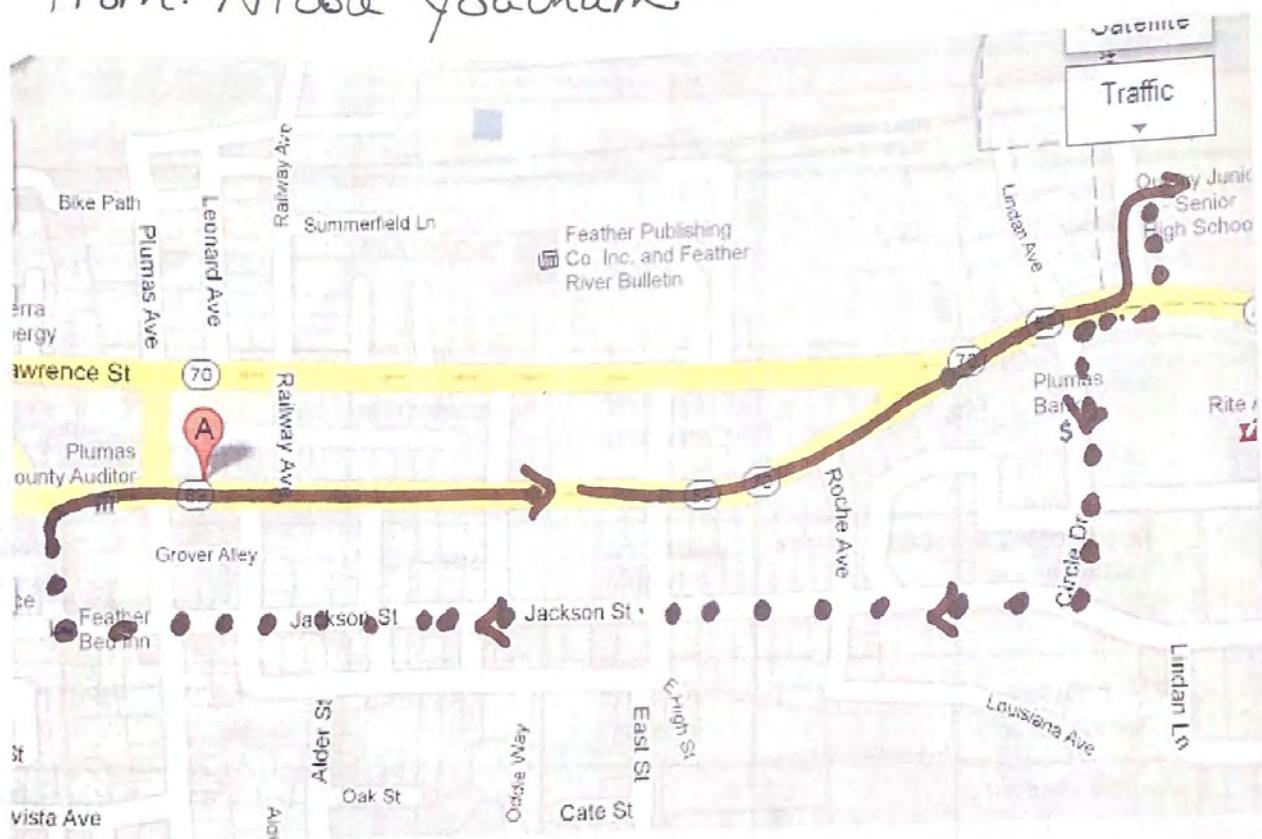
Prepared By:  
Plumas County  
Public Works  
September 2018

QUINCY HIGH SCHOOL HOMECOMING PARADE ROUTE

10-1-21

12:20 pm - 1:00 pm

From: Nicole Yoacham



..... = staging  
— = parade route



JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: **October 4, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Safe Trick-or-Treat event on October 31,2022.

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### **Recommendation**

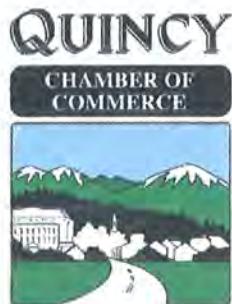
Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the Safe Trick-or-Treat event on October 31,2022

### **Background and Discussion**

Cheryl Kolb, on behalf of the Quincy Chamber of Commerce, has respectfully requested to waive the rental fee at the Courthouse for the annual Safe Trick-or-Treat event to be held on October 31, 2022 from 3:00pm to 5:30pm.

This is a community event, with no financial benefit to the Quincy Chamber of Commerce.

After reviewing this request, Facility Services has no issue with deviating from the fee schedule.



## Quincy Chamber of Commerce

PO Box 215

Quincy, CA 95971

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

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

(530) 394-0541

August 18, 2022

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

RE: Safe Trick-or-Treat  
Monday, October 31st from 3:00 – 5:30 p.m.

Honorable Plumas County Supervisors,

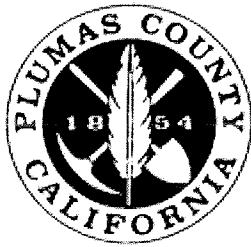
We are seeking your permission for the annual Safe Trick-or-Treat event scheduled for Monday, October 31st, 2022 from 3:00 – 5:30 p.m in Quincy.

As in the past, we would like to have the option to set up pop-up canopies on the lawn of the Courthouse for various other businesses and organizations that do not have a presence on Main Street to be able to participate. We understand there is usually a fee for use of the Courthouse property and we are asking for the County to waive the fee as these are community events with no financial benefit to the Quincy Chamber of Commerce.

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

Respectfully,

Cheryl Kolb  
Event Coordinator

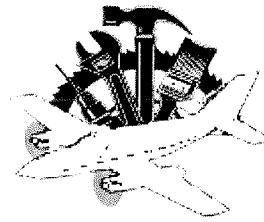


JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: **October 4, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the annual Sparkle event, to be held on December 2, 2022.

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### Recommendation

Approve and authorize the Director of Facility Services & Airports to waive the Courthouse rental fee for the annual Sparkle event, to be held on December 2, 2022.

### Background and Discussion

Cheryl Kolb, on behalf of the Quincy Chamber of Commerce, has respectfully requested to waive the Courthouse rental fee for the annual Sparkle event to be held on December 2, 2022 from 5:00pm – 8:00pm

Sparkle is a community event, with no financial benefit to the Quincy Chamber of Commerce.

After reviewing this request, Facility Services has no issue with deviating from the fee schedule.



## Quincy Chamber of Commerce

PO Box 215

Quincy, CA 95971

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

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

(530) 394-0541

August 18, 2022

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

RE: Sparkle

Friday, December 2nd from 5:00 - 8:00 p.m.

Honorable Plumas County Supervisors,

We are seeking your permission for the annual Sparkle event scheduled for Friday, December 2<sup>nd</sup> from 5:00 to 8:00 p.m. in Quincy.

As in the past, we would like to have the option to set up pop-up canopies on the lawn of the Courthouse for various other businesses and organizations that do not have a presence on Main Street to be able to participate. We understand there is usually a fee for use of the Courthouse property and we are asking for the County to waive the fee as these are community events with no financial benefit to the Quincy Chamber of Commerce.

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

Respectfully,

Cheryl Kolb  
Event Coordinator

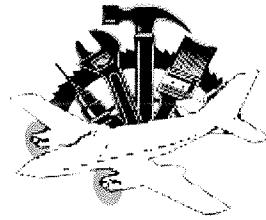


JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: **October 4, 2022**

TO: Honorable Board of Supervisors  
FROM: JD Moore – Facility Services Director  
SUBJECT: Approve and authorize the Director of Facility Services & Airports to waive the Chester Memorial Hall rental fee for the Almanor Basin Food Pantry's annual fundraiser.

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### Recommendation

Approve and authorize the Director of Facility Services & Airports to waive the Chester Memorial Hall rental fee for the Almanor Basin Food Pantry's annual fundraiser.

### Background and Discussion

Carol Franchetti, on behalf of the Almanor Basin Food Pantry, has respectfully requested to waive the Chester Memorial Hall rental fee for their annual fundraiser to be held on December 16, 2022 from 5:00pm – 9:00pm.

The Almanor Basin Food Pantry is a 501-3C non-profit organization, with participation by local service organizations, that provides free suppers (bi-monthly) through the winter for anyone wishing to attend.

After reviewing this request, Facility Services has no issue with deviating from the fee schedule.

**Note:** This fee waiver request is for the annual fundraiser event only, as there is a standing fee waiver for the Community Suppers.

## Lake Almanor Community Supper

Under the leadership of the

Almanor Basin Food Pantry

P.O. Box 1445

Chester, CA 96020

August 6, 2022

Rob McManus  
Department of Facilities & Airport Services  
198 Andy's Way  
Quincy, CA 95971

Dear Rob:

Once again I am writing to request that the fees for the Chester Memorial Hall be waived for the bi-monthly community suppers, as you did last year. These suppers are given under the guidance of the Almanor Basin Food Pantry, a 501-3C nonprofit organization, with participation by local service organizations. We provide free suppers through the winter for anyone wishing to attend.

I have attached a schedule of the dinners beginning in November and ending in April.

It would be useful if your maintenance person could check the pilot lights and calibrate the two range ovens as the smaller oven was not working at the end of last year.

I am also requesting a fee waiver for our annual fundraiser for the Almanor Basin Food Pantry, which we would like to have at the Memorial Hall on Friday, December 16, 2022 from 5:00 pm-to 9:00 pm. As soon as I hear from Kim that the date is available, I will send in the application form.

Thank you so much for all your help and I look forward to working with you again and continuing this wonderful opportunity to serve others in our area with your assistance.

Sincerely,

*Carol*

Carol Franchetti  
Community Supper Chairwoman

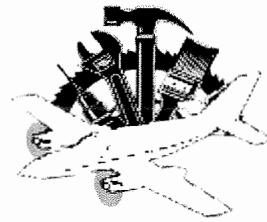


JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: October 4, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to approve and authorize Board Chair to sign agreement between Facility Services and Delta Fire Systems for service, repair, and inspection of county's fire sprinkler and alarm systems.

---

### **Recommendation**

Approve and authorize Board Chair to approve and authorize Board Chair to sign agreement between Facility Services and Delta Fire Systems for service, repair, and inspection of county's fire sprinkler and alarm systems.

### **Background and Discussion**

Delta Fire Systems provides repair, service, and inspection of county's fire sprinkler and alarm systems at the County Courthouse, Courthouse Annex,

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** (hereinafter referred to as "County"), and API Group Life Safety USA LLC, a Minnesota corporation dba **Delta Fire Systems**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twelve Thousand dollars** (\$12,000.00).
3. Term. The term of this agreement shall be from **November 1, 2022** through **October 31, 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

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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

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- 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

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obligations under this Agreement. In particular, Contractor represent that it holds a current and active license as a **Class C-10 Electrical and C-16 Fire Protection Contractor, issued by the State of California, No. 1092190.**

11. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
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.

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

Contractor:

Delta Fire Systems  
1655 Marietta Way  
Sparks NV 89431  
Attention: Sean McGuire, Area 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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions->

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[programs-and-country-information/ukraine-russia-related-sanctions](https://www.sam.gov/programs-and-country-information/ukraine-russia-related-sanctions)). Failure to comply may result in the termination of this agreement.

26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **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.
28. **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

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

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:**

API Group Life Safety USA LLC, a Minnesota corporation, dba Delta Fire Systems

By: \_\_\_\_\_  
Name: Sean McGuire  
Title: Area Manager  
Date signed:

**COUNTY:**

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

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



**ATTEST:**

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

Approved as to form:



A handwritten signature in black ink, appearing to read "J. Brechtel".

9/22/2022

Joshua Brechtel  
Deputy County Counsel I

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

**EXHIBIT A**

**Scope of Work**

1. Contractor shall provide fire sprinkler / alarm system services on an 'as-needed' basis upon request by Facility Services.
2. Services contemplated by the parties include, but are not limited to, the following:
  - a. Service
  - b. Repair
  - c. Inspection
3. All work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

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

**EXHIBIT B**

**Fee Schedule**

1. Contractor shall be paid at the rate of \$175/hr.
2. Contractor shall be paid monthly upon submittal of a written invoice to County setting forth the following:
  - a. A description of the services provided including the date of service(s), amount of time expended, and any applicable hourly rate;
  - b. A description of any reimbursable materials and costs incurred, date(s) incurred, to whom incurred, together with supporting documentation for the same.
3. County shall make payment within 30 days of receipt of Contractor's invoice.
4. In no event shall the total amount paid to Contractor exceed the maximum amount set forth in Paragraph 2 on page 1 of this agreement.

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

**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

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

**CONSENT AGENDA REQUEST**

for the October 4, 2022 meeting of the Plumas County Board of Supervisors

Date: September 26, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: A Resolution Revising Change Order Authority for the Public Works Director; discussion and consider authorization.

A handwritten signature in blue ink that reads "John Mannle".

**BACKGROUND:**

Resolution 03-6887 dated July 8, 2003, was adopted to give the Public Works Director authority to approve change orders up to a maximum of \$150,000 per project. This allows the Public Works Director to approve change orders up to this limit without being required to obtain Board of Supervisors approval for each change order.

Sections 20142 and 20395 of the Public Contract Code have been updated since Resolution 03-6887 was adopted, raising the maximum change order authority to \$210,000 limit.

This revised Resolution will allow the Public Works Director to approve change orders on the Jail Project up to \$210,000, without being required to obtain Board of Supervisors approval.

This resolution has been approved as to form by County Counsel.

**RECOMMENDATION:**

The Director of Public Works recommends the Board of Supervisors vote to pass the resolution authorizing the Chair of the Board of Supervisors to sign the Resolution revising maximum change order authority for the Public Works Director to \$210,000.

Attachment: Resolution Revising Change Order Authority for the Public Works Director

**RESOLUTION NO. 22-**

**A RESOLUTION REVISING CHANGE ORDER AUTHORITY  
FOR THE PUBLIC WORKS DIRECTOR**

**WHEREAS**, the Public Works Department becomes involved with many improvement contracts for various County projects;

**WHEREAS**, from time to time these projects require that change orders be administrated.

**WHEREAS**, the administration of these change orders can be time consuming and potentially delaying to the project;

**NOW, THEREFORE, BE IT RESOLVED** that Resolution No. 03-6887, dated July 8, 2003, is hereby rescinded; and,

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors will delegate its change order approval to the Director of Public Works or the County Engineer for projects under his/her budget authority conforms to Sections 20142 and 20395 of the Public Contract Code. Specifically, the extra cost to the County for any change or addition to the work, so ordered shall not exceed \$5,000 when the total amount of the original contract does not exceed \$50,000, nor 10% of the amount of any original contract that exceeds \$50,000 but does not exceed \$250,000. For contracts in excess of \$250,000, the allowable change shall not exceed \$25,000 plus 5% of the original contract cost in excess of the \$250,000. In no event shall the change or alteration exceed \$210,000. These amounts are to be per project not per change or addition request.

The Public Works Director shall seek the concurrence of the County Administrative Officer and County Counsel before approving any change orders.

The Board of Supervisors shall receive a letter addressing the issues and the action taken.

This Resolution does not preclude the Public Works Director from bringing change order recommendations to the Board of Supervisors for approval.

Upon completion of the project, a summary of the change orders shall be brought to the Board with the request to file a Notice of Completion on each contracted project.

//

The foregoing resolution was duly passed and adopted by Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4th day of October 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

**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

**CONSENT AGENDA REQUEST**

for the October 4, 2022 meeting of the Plumas County Board of Supervisors

Date: September 26, 2022

To: Honorable Governing Board

From: John Mannie, P.E., Director of Public Works

Subject: Approval of On-Call Right-of-Way Engineering and Right-of-Way Acquisition Services  
Agreement for Public Works Projects

A handwritten signature in blue ink that reads "John Mannie".

**BACKGROUND:**

The Department of Public Works advertised formal solicitation Request For Qualifications (RFQ) to perform Professional Right-of-Way Engineering and Right-of-Way Acquisition Services for the Public Works Projects. On June 8, 2022, Public Works received four (4) responses to its RFQ.

A Consultant Selection Committee was appointed by the Director of Public Works. The committee consisted of: Associate Engineer, Andrew Hammond, Assistant Director, Rob Thorman and Director, John Mannie.

The Committee completed its ranking and a recommendation that Bender Rosenthal, Inc. (BRI) be ranked as the most highly qualified firm for Professional Right-of-Way Engineering and Right-of-Way Acquisition Services for the Public Works Projects.

The contract is for a three-year period with a not-to-exceed amount of \$450,000 and is in accordance with Plumas County Purchasing Policy. The draft contract is in a form acceptable to Caltrans Local Assistance and its terms and conditions are acceptable to the Consultant.

Funding for Professional Right-of-Way Engineering and Right-of-Way Acquisition Services will vary depending upon the projects' funding source.

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

**RECOMMENDATION**

The Director of Public Works recommends the Board of Supervisors authorize the Chair of the Board of Supervisors to execute a three-year on-call contract with Bender Rosenthal, Inc. (BRI) in the not-to-exceed amount of \$450,000.00 for Right-of-Way Engineering and Right-of-Way Acquisition Services.

Attachment: BRI Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ON-CALL RIGHT OF WAY ENGINEERING  
AND ACQUISITIONS SERVICES FOR  
TRANSPORTATION IMPROVEMENT  
PROJECTS**

**For Plumas County**

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## ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Bender Rosenthal, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Lindy Lee

The name of the "LOCAL AGENCY" is as follows:

Plumas County Department of Public Works

The Contract Administrator for LOCAL AGENCY will be John Mannie

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Billing Rates. The approved CONSULTANT's Billing Rates is attached hereto as Exhibit A and incorporated by reference. If there is any conflict between the approved Billing Rates and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

## **ARTICLE III STATEMENT OF WORK**

The Scope of Services for this RFQ requires an understanding of “turnkey” right of way services. It is anticipated that the Department will expand or refine the Scope of Services during the negotiation with the selected consultant, incorporating their experience, expertise and method of approach. The consultant will need to adhere to the latest requirements of the Caltrans Local Assistance Procedures Manual (LAPM). The selected consultant and/or consultant team will provide all project management, staff, services, equipment, materials, transportation, and labor to complete the following services and maintain the appropriate licensing as described below:

Essential services include (but are not limited to):

### Right of Way Appraisals and Acquisitions

- a. Project management of all administration and coordination activities involved in an acquisition of Right of Way and the clearing of parcels for construction along with the relocation of utilities in conflict with a project.
- b. Research Right of Way titles, parcel maps, and Records of Survey
- c. Locate existing effected property corners
- d. Prepare stamped Right of Way drawings, plats, and legal descriptions
- e. Process appropriate notifications to subject property owner(s)
- f. Prepare right-of-way appraisals and provide third party appraisal reviews that conform to the Uniform Standards of Professional Appraisal Practice (USPAP) appraisals to confirm appraisal analysis, valuation, calculations, and report integrity
- g. Prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation
- h. Ensure appraisals contain Appraiser and Review Appraiser Certificates
- i. Confirm establishment of just compensation by local agency prior to negotiations
- j. Provide First Written Offer with summary statement included presented in person if possible
- k. Perform negotiations and acquisitions of required properties in consultation with County Counsel and Department of Public Works
- l. Maintain diary entries of notifications and contacts
- m. Acquire property/easement within 60 business days of approved appraisal and just compensation.
- n. Provide Eminent Domain Assistance including expert testimony as to the appraised values, if requested
- o. Maintain a complete file on each parcel
- p. Prepare all Right of Way forms and exhibits to be submitted to Caltrans in accordance to the standards as set forth in the Caltrans Right of Way Manual and Local Assistance Procedure Manual. Submissions must pass the review of the Caltrans Local Assistance coordinator. Consultant must certify, by a Licensed Land Surveyor, the accuracy of survey.

## Right of Way Utility Coordination

### a. Utility Verification

In the early phase of the Design process, the Utility Coordinator sends a proposed project plan to owner and request for owners' facility map(s) of any facility located within project limits. Utility Coordinator forwards owners' map(s) to the Project Engineer. The Project Engineer plots all existing facilities onto UTILITY SHEET (Refer to Caltrans *Design's Standard Plan* or *American Society of Civil Engineers [ASCE], Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*). Project Engineer identifies all impacted utility facilities within project limits and provides conflict maps for each impacted facility to the Utility Coordinator.

Utility Coordinator contacts and informs the owner(s) of the conflict(s), requests conflict resolution plan(s), detail cost estimate(s), and owner's liability determination.

When the above items are received from owner(s), the Utility Coordinator will forward the plan(s) to the Project Engineer for approval.

### b. Liability Determination

After the conflict resolution plan(s) is approved by the Project Engineer, a liability determination must be made to determine whether the local agency is legally liable for any portion or all of the relocation cost(s). (See Chapter 13, "Utility Relocation," Section 13.04.00 of the Caltrans *Right of Way Manual* for guidance.)

The Utility Coordinator shall complete "*Report of Investigation*" (ROI) (See Exhibit 14-E). The ROI is a document that determines the local agency's liability for relocation costs.

The Utility Coordinator shall send a proposed copy of the ROI, Notice to Owner (NTO), and Utility Agreement to District Local Assistance Engineer (DLAE) and District Right of Way Utility Coordinator for review and approval, prior to sending out to owner.

### c. Notifying Owner

After the conflict resolution plan is approved and liability is determined, the Utility Coordinator shall seek concurrence from the owner in case the liability determination is different from owner's claim letter.

Once the owner concurs with the liability (this is referred to as "Meeting of the Minds"), the Utility Coordinator will issue a written NTO (See Exhibit 14-D, "*Notice to Owner*") to the owner. The local agency must make all necessary arrangements with owners of the affected utility facilities for their relocations. The NTO will clearly define the impacted facility, owner's conflict resolution plan number and date, estimated completion date, and liabilities.

The local agency shall provide all other necessary permit(s) related to the relocation to the owner prior to the commencing of work. Only when any ordered work is located within the SHS, a Caltrans Encroachment Permit is required. The Utility Coordinator can request the permit through the District Right of Way Utility Coordinator.

If the local agency is liable for any portion of the relocation, a Utility Agreement (See Exhibit 14-F, "*Utility Agreements*" and Exhibit 14-G, "*Utility Agreement Clauses*") will also be prepared and sent to the owner along with the NTO. The local agency's liability portion and authority to pay for the relocation must be clearly cited in its Utility Agreement and in the "liability" section of the NTO.

### d. Right of Way Utility Clearance Memo

Once all utility conflicts have been resolved, the Project Engineer and the Utility Coordinator will issue a Utility Clearance Memo that clearly lists all conflicts, locations, the NTO numbers and issued

date, liability, and estimated completion date. The information on this memo will be incorporated into the R/W Certification.

e. Managing the Physical Relocation

Prior to any physical relocation work being commenced, the Project Engineer and Utility Coordinator shall make sure all agreements have been executed, Specific Authorization/Approval of Utility Agreement has been approved (if federal funding is sought), and funding has been secured.

The Project Engineer and Utility Coordinator shall monitor the progress and verify that the relocation has been carried out according to the conflict resolution plan and schedule.

f. Managing Relocation Invoices

The Utility Coordinator will process utility relocation invoices for reimbursement in accordance to the procedures described in Chapter 5, "Accounting/Invoices" of the *Local Assistance Procedures Manual* (LAPM).

The Project Engineer and Utility Coordinator shall make sure the owner provides credit when applicable, for salvage value, betterment, and all supporting documents are attached to the invoice.

g. Utility Records Keeping

The Utility Coordinator will create a Utility File for each impacted facility. These records will be retained by the local agency as required by FHWA regulations.

Section 23 CFR 645.119(c)(I)(iv), Alternate Procedure approval, requires documentation of actions taken in compliance with State and federal policies. All engineering decisions affecting the utility relocation from the beginning of planning to the completion of the relocation and billing, should be documented in the local agency's Utility File diary.

It is essential that documented field verification of the progress and completion of all reimbursable utility work be provided by the local agency. This required documentation is met by the use of detailed inspector's diaries or their equivalent.

## DELIVERABLES

- a. Appraisal Report(s) for subject properties per Caltrans's Right-of-Way Manual
- b. Parcel Diaries and other acquisition documentation per Caltrans *Local Assistance Procedures Manual* (LAPM) and Right of Way Manual.
- c. Preliminary title reports
- d. Right of Way exhibits
- e. Legal descriptions and plats
- f. Property owner and Utility notification letters
- g. Property appraisals and reviews
- h. Any other relevant documentation needed for project completion

A. CONSULTANT Services

*The CONSULTANT shall provide the services as described in the above Statement of Work.*

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way

*The CONSULTANT does have responsibility to meet Right of Way requirements and whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*

C. Surveys

*The CONSULTANT does not have the responsibility for performing preliminary or construction surveys.*

D. Subsurface Investigations

*The CONSULTANT does not have responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*

E. Local Agency Obligations

*All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.*

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

*The CONSULTANT does not have responsibility to check shop drawings.*

H. CONSULTANT Services During Construction

*The CONSULTANT does not have responsibility to provide services during construction.*

I. Documentation and Schedules

*AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.*

J. Deliverables and Number of Copies

*The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.*

## ARTICLE IV PERFORMANCE PERIOD

*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*

- A. This AGREEMENT shall go into effect on the date of contract execution, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end after three years from the date of contract, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

## ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Billing Rates. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Billing Rates.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. (*Local Agency to include either (a) or (b) below; delete the other one*)  
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

John Mannle, PE  
Plumas County Department of Public Works  
1834 East Main St  
Quincy, CA 95971  
Tel: 530.283.6268  
Fax: 530.283.6323

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ 450,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

## **ARTICLE VI TERMINATION**

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

## **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## **ARTICLE VIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

## **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit

recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

### G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

**Method 1:** No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from

subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

**Method 2:** No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

**Method 3:** The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

## **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### **ARTICLE XIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

## **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

## **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

## **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A

list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 9 %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

## E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

## F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of

DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## **ARTICLE XIX INSURANCE**

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

## **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## **ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

## **ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

## **ARTICLE XXVI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

## **ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

## **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

## **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

## **ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance

with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

## **ARTICLE XXXII TITLE VI ASSURANCES**

### **APPENDICES A - E of the TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the

CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX B** **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## **APPENDIX C** **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE** **ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX D** **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE** **ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

## APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

#### CONSULTANT:

Bender Rosenthal

Lindy Lee, Project Manager

2825 Watt Ave

Sacramento, CA 95821

#### LOCAL AGENCY:

Plumas County Department of Public Works

John Mannle, PE, Contract Administrator

1834 E Main St

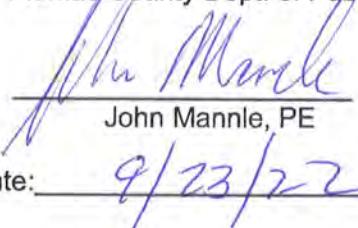
Quincy, CA 95971

### ARTICLE XXXIV CONTRACT

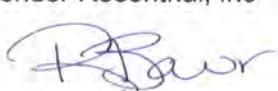
The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

### ARTICLE XXXV SIGNATURES

Plumas County Dept. of Public Works

  
John Mannle, PE  
Date: 9/23/22

Bender Rosenthal, Inc

  
Renee Baur, CEO  
Date: 9/22/22

Plumas County Board of Supervisors

Kevin Goss, Chair, Board of Supervisors

Attest:

Heidi White, Clerk of the Board

Approved as to form:

  
9/22/2022  
Joshua Brechtel  
Deputy County Counsel I

# EXHIBIT A - BILLING RATES



BENDER  
ROSENTHAL  
INCORPORATED

## 2022 BILLING RATES

Principal Project Manager	\$225/hr.
Senior Project Manager	\$190/hr.
Project Manager	\$180/hr.
Assistant Project Manager	\$140/hr.
Senior Quality Control Auditor	\$150/hr.
Senior Project Controller	\$160/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$200/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$170/hr.*
Appraiser III	\$150/hr.
Appraiser II	\$130/hr.
Appraiser I	\$110/hr.
Senior Right of Way Specialist	\$170/hr.
Senior Acquisition Agent	\$140/hr.
Acquisition Agent	\$110/hr.
Senior Relocation Agent	\$135/hr.
Relocation Agent	\$105/hr.
Senior Project Coordinator	\$135/hr.
Project Coordinator	\$100/hr.
Senior Land Agent	\$115/hr.
Land Agent II	\$100/hr.
Land Agent I	\$ 85/hr.
Administrative Support III	\$ 85/hr.
Researchers	\$ 90/hr.
Administrative Support II	\$ 70/hr.
Administrative Support I	\$ 50/hr.

\*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.



**Keevin Allred**  
Chief Probation Officer

# County of Plumas

## Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

DATE: September 12, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Agenda item for Board of Supervisors meeting on October 4, 2022  
RE: Approval of contract between the Plumas County Probation Department  
and Environmental Alternatives (EA Family Services)

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### **Recommendation**

Approve and authorize the Chair to sign the Contract between the Plumas County Probation Department and Environmental Alternatives in an amount not to exceed \$126,0000 for housing during the term of August 25, 2022, through August 24, 2023. While there is no limit on the number of clients who can be serviced through the program in a year, the capacity allows for up to 3 probationers to be housed simultaneously.

### **Background and Discussion**

The Plumas County Probation Department was depending upon CCP funding contracts for housing; however, as of FY21-22 the CCP funding source was no longer approved for the Probation Department to use for housing probationers. Due to this change the Probation Department held an RFP process for adult programming which included housing services. After careful consideration, Environmental Alternatives won part of the award to provide housing and services to qualified Probationers utilizing SB678, AB109, and Pretrial funding.

The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- Appropriate supervision by the Probation Department
- A stable and secure living arrangement
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

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

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Probation Department (hereinafter referred to as "County"), and Environmental Alternatives (EA Family Services), (a 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 One Hundred Twenty-Six Thousand Dollars (\$126,000).
3. Term. The term of this agreement shall be from August 25, 2022 through August 24, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 25, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

COUNTY INITIALS

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CONTRACTOR INITIALS *MK* *JP*

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

COUNTY INITIALS

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CONTRACTOR INITIALS MK 

- 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

COUNTY INITIALS

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CONTRACTOR INITIALS MK JP

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

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

COUNTY INITIALS

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CONTRACTOR INITIALS MK 

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

County:

Probation Department  
County of Plumas  
270 County Hospital Rd., Ste. 128  
Quincy, CA 95971  
Attention: Chief Probation Officer

Contractor:

EA Families Services  
350 Main Street  
Quincy, CA 95971  
Attention: Melody King, Executive Director

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the

COUNTY INITIALS

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CONTRACTOR INITIALS



- Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. 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.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

COUNTY INITIALS

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CONTRACTOR INITIALS



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

**CONTRACTOR:**

EA Family Services, a corporation

By: Melody King  
Name: Melody King

Title: Executive Director

Date signed: 8/4/22

By: Jerome Dorris  
Name: Jerome Dorris  
Title: Chief Financial Officer  
Date signed: 8/4/22

**COUNTY:**

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

By: Kevin Allred  
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed: 8-4-22

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisors - Chair  
Date signed: \_\_\_\_\_

Attest:

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

Approved as to form:

J. Brechtel 8/4/2022  
Joshua Brechtel  
Deputy County Counsel I

## **EXHIBIT A**

### **Scope of Work**

The Plumas County Probation Department will refer adult clients on supervision to EA Family Services to provide housing and services. The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- A stable and secure living arrangements
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

EA Family Services will:

- Administer the ANSA within 30 days of intake
- Update the ANSA per each major change or every six months
- Complete quarterly Key Event Tracking (KET) forms and regular client and community partner satisfaction surveys to track events such as job acquisition, incarceration, homelessness, hospitalization, etc.
- Provide a Continuous Quality Improvement team, led by the QA Director, which will meet monthly to review areas for improvement in each program, agency wide.
- Provide a Case Manager whose major responsibility is to develop a trusting, supportive relationship.
- Find and secure residence with assistance with move in and move out of residence
- Provide financial assistance for rent and utilities, security, and deposits
- Provide a comfortable environment with a television, TV service and internet services, all necessary furniture, cooking equipment and utensils, occasional financial assistance for food, clothing and incidentals, a monthly bus pass, transportation assistance for ordinary obligations, and temporary storage of participant property in accordance with the State law and County request.
- Provide intensive case management and coordination services
- Provide referral and assistance with appointments (job, financial, medical, legal, educational, etc.)
- Provide employment readiness training, independent living skills training, including budgeting and banking assistance
- Provide phone and/or in-person crisis response availability on a 24/7 basis

COUNTY INITIALS

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CONTRACTOR INITIALS *MK*

**EXHIBIT B**

**Fee Schedule**

Plumas County Probation will provide a base compensation in the amount of \$3,500 per month for 12 months for 2 Probation clients to EA Family Services. This amount will secure housing with appropriate services for 2 Probation clients.

The Plumas County Probation Department will also provide variable compensation to EA Family Services in the amount of \$3,500 per month for 1 Probation client for housing with appropriate services on a per needed basis during the timeframe of this contract.

Please see proposed budget in detail attached as Exhibit B1.

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

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CONTRACTOR INITIALS

*MK JP*

# EXHIBIT B1

Environmental Alternatives DBA EA Family Services

## Application for Adult Evidence Based Programming Funds Face Page

Fiscal Year 2022-2023

Information Requested	
Name of Agency	EA Family Services
Agency operational contact information (name, address, telephone and e-mail)	Melody King, Executive Director 350 Main Street, Quincy, CA 95971 Cell: (530) 518-1889
Agency fiscal contact information (name, address, phone and e-mail)	Jerome Dorris, Chief Financial Officer 350 Main Street, Quincy, CA 95971 Office: (530) 283-3330
Name of program	Plumas Probation Housing and Supportive Services
Is this a new or continuing program?	New
Funding amount being requested	\$126,000
Funding received from the Plumas County Probation Department in prior years (specify year and amounts)	None
Program capacity (maximum number of participants program can serve)	3
Current program caseload (if applicable)	N/A
Program Cost per Unit: <i>Cost per Individual w/housing &amp; Services:</i> Cost per _____: Cost per _____: Cost per _____: Cost per _____:	\$3,500.00

**PROPOSAL BUDGET DETAIL**

**Personnel Costs**

1. List each employee by job title or classification and salary rate. Use additional sheets as necessary.

<b>JOB TITLE/ CLASSIFICATION</b>	<b>HOURS PER WEEK</b>	<b>HOURLY SALARY</b>	<b>TOTAL SALARY REQUIRED THIS Contract Period</b>
Mental Health Director	1	\$41	\$2,398.50
Program Supervisor	5	\$34	\$9,945.00
Case Management	30	\$25	\$35,100.00
Bookkeeping	1	\$22	\$1,287.00

**TOTAL PERSONNEL COSTS \$ \$48,730.50**

2. What are the job duties for each employee, if not apparent in the project overview (use additional sheets as necessary.)

<b>JOB TITLE/ CLASSIFICATION</b>	<b>JOB DUTIES</b>
Mental Health Director	See Attached Job Description
Program Supervisor	See Attached Job Description
Case Management	See Attached Job Description
Bookkeeper	See Attached Job Description

3. Show the actual rates and amounts for each of the following:

<b>RATE</b>	<b>ANNUAL AMOUNT</b>	<b>AMOUNT REQUIRED THIS Contract Period</b>
FICA	\$3,308.80	\$3,727.88
Retirement	\$1,526.40	\$1,717.21
Workman's Comp	\$ 433.16	\$ 487.31
Unemployment Insurance	\$ 693.06	\$ 779.69
Health Insurance	\$7,599.97	\$8,549.97
Other Insurance-Vision&Dent	\$ 328.78	\$ 369.88
Other Benefits-EAP	\$ 40.50	\$ 45.56

**TOTAL EMPLOYEE RELATED BENEFITS \$ Annual Amt = \$13,930.67 Contract Period = \$15,677.50**

**Contract Services**

1. Will any contract services be used?  YES  NO

2. With whom will the applicant contract for services? None

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS FISCAL YEAR
N/A	

**TOTAL CONTRACT SERVICES \$ 0**

4. What are the contracted individuals or agencies specific duties and responsibilities with regard to the proposed plan?

None

Include the specific level of involvement each contractor will have, by the number of hours/units and duration of services that will be provided. For example, contractor XYZ will conduct 25 group sessions of juvenile participants during the first year of operation.

*Provide a copy of the form of contract to be used by the applicant. Use additional sheets as necessary.*

**Non Personnel Costs**

1. Complete the following:

TRAVEL (Cannot exceed State Travel Costs)	AMOUNT REQUIRED THIS Contract Period
Auto Mileage: 6480 miles at 58.5 cents /mile	\$3,790.80
Air Transportation	\$0
Subsistence	\$0
Other (describe)	

**TOTAL IN-STATE TRAVEL \$ 3,790.80**

2. Explain why the proposed travel is needed if not apparent from the project overview.

Required for Property and Case Management

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**Operating Expenses**

3. List anticipated expenses by category. Please be specific.

	AMOUNT REQUIRED THIS Contract Period
Phone – Cellular Service	
Phone – Land Lines	
Software License	
Safety Equipment	
Computers	
Office Expense	
Professional Services	
Electronic Monitoring	
Professional Services – Community Partners	

Environmental Alternatives DBA EA Family Services

Reference Manual/Law, Code Books	
Non-employee Incentives	
Drug Testing	
Drug Testing Supplies	
Travel – In-County	
Travel – Out-Of-County	
Emergency Shelter	\$ 27,600.00
Training	
Program Expenses	\$ 16,200.00

**TOTAL OPERATING EXPENSES \$ 43,800.00**

**JUSTIFICATION OF OPERATING EXPENSES:**

Housing: including Rent, Utilities and Maintenance

Program Expense: Misc. incidentals, basic needs

Administration of program (indirect): 12.6% of direct care expenses (\$111,988.80) = \$14,110.59

**TOTAL PROPOSAL REQUEST \$ 126,099.39**

3 clients @ \$3500/month for 12 months = \$126,000.00

*The undersigned agrees to fully comply with all the provisions established in the Request for Proposal the Plumas County Probation Department for the acceptance of funding.*

**PROJECT DIRECTOR**

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**AGENDA REQUEST**

For the October 4, 2022, meeting of the Plumas County Board of Supervisors

September 26, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill the vacancy of .5 FTE Admin Assistant I/II in the Veteran Services Department of Public Health.

**Background:**

Effective with the approval of the 2022-2023 County Budget, a position for Admin Assistant I/II for the Veteran Services Department will be open. The Department is requesting to fill this vacancy.

**Fiscal Impact:**

There is no fiscal impact to the General Fund as this position will be funded through a Cal Vet increase in county funding. Specifically, the CA legislature in 2022 budget doubled the funds being paid to Cal Vet for the operation of County Veteran Service offices. This Cal Vet has assured the California Association of Veteran Service Officers that this increase will continue into the foreseeable future.

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

**Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of .5 FTE Admin Assistant I/II in the Veteran Services Department of Public Health

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Admin Assistant— Veteran Services Department, Public Health Agency**

- Is there a legitimate business, statutory or financial justification to fill the position?  
**Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department.**
- Why is it critical that this position be filled at this time?  
**Admin Assistants/Office Assistants provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.**
- How long has the position been vacant?  
**This is a new position that has been created out of necessity, as others in the Department have been filling the need and it has become detrimental to their own job responsibilities.**
- Can the department use other wages until the next budget cycle?  
**The department's wage and benefits portion of the 22/23 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. 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?      **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?      **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding.   What impact will this reduction plan have to other County departments?  
**There is no fiscal impact to the General Fund as this position will be funded through a Cal Vet increase in county funding. Cal Vet has assured the California Association of Veteran Service Officers that this increase will continue into the foreseeable future.**
- 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 funded externally.**
- Does the department have a reserve?   If yes, provide the activity of the department's reserve account for the last three years?

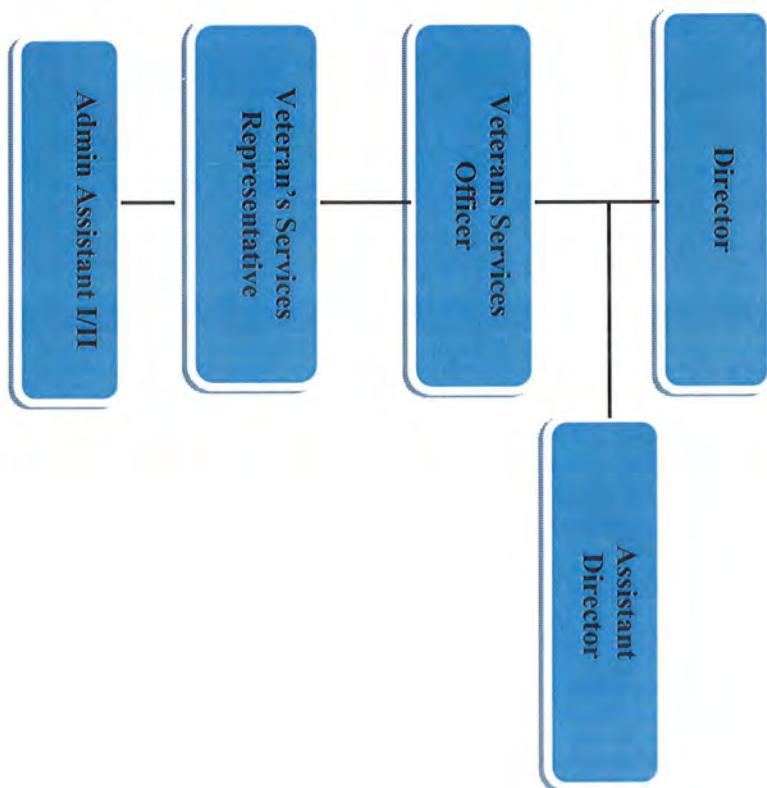
FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
VETERANS SERVICES DIVISION

5



**PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS**

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

**AGENDA REQUEST**

for the October 4, 2022 meeting of the Plumas County Board of Supervisors

Date: September 26, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Graeagle Maintenance Yard Lease Agreement; discussion and consider authorization.

A handwritten signature in blue ink that reads "John Mannle".

**BACKGROUND:**

The lease between Graeagle Land and Water Company and Public Works for the Graeagle Maintenance Yard expired on June 30, 2020, but the holding over clause allowed for year to year lease until the lessor terminated the agreement effective June 30, 2021. The original lease was executed October 21, 1980 with a yearly lease rate of \$1000 per year for the first 20 years and increased to \$2000 per year for the next 20 years.

In 2020 Public Works staff and the County Administrator attempted to come to an agreement with Graeagle Land and Water Company prior to the expiration of the lease but were unsuccessful. Per the terms of the previous lease agreement, due to the expiration of lease June 30, 2020 without a new lease, Graeagle Land and Water Company retains ownership of the buildings. The proposed lease reflects ownership of the buildings by Graeagle Land and Water Company including insurance. The initial term of the lease is \$1,750 per month beginning retroactively starting July 1, 2021 and expires on December 30, 2025. The lease also includes an optional 5-year term after 2025 at \$2,000 per month and holdover term at \$3,000 per month on a month-to-month basis thereafter.

The proposed lease also requires a \$4,000 security deposit.

This lease agreement has been approved as to form by County Counsel.

**RECOMMENDATION:**

The Director of Public Works recommends the Board of Supervisors authorize the Chair of the Board of Supervisors to sign the Lease Agreement for the Graeagle Maintenance Yard.

Attachment: Lease Agreement for Graeagle Maintenance Yard

# **GRAEAGLE LAND AND WATER COMPANY**

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease" or the "Agreement") is entered into by and between **Graeagle Land and Water Company, a California corporation** ("Lessor") and the **County of Plumas** ("Lessee"). Hereinafter, Lessor and Lessee may be referred to collectively as the "parties" or individually as a "party."

### **I. RECITALS**

- A.** Lessor is the owner of the real property and improvements thereon located situated in the County of Plumas, State of California, described as Parcel 6 of the Graeagle Industrial Park, Unit 1, with the street address 1091 Maricopa Trail, Graeagle, CA 96103, and that is approximately 1.42 acres in size (the "Premises").
- B.** Lessee desires to lease the Premises from Lessor, and Lessor desires to lease the Premises to Lessee, based on the mutually agreed upon terms and conditions set forth in this Lease.

NOW THEREFORE, the parties agree as follows:

### **II. LEASE AGREEMENT**

- 1. Term.** The term of this Lease shall be the Initial Term, the Option Term (if exercised), and the Holdover Term (if applicable) as described herein (the "Term").
- 2. Initial Term.** The Premises is hereby leased Lessee for an initial term of **FOUR YEARS AND SIX MONTHS**, commencing on **July 1, 2021**, and ending at Noon on **December 31, 2025** (the "Initial Term"), or upon such earlier date as this Lease may terminate as provided herein, except that if such date falls on a weekend or a state holiday recognized by the State of California, then the Initial Term shall end at Noon on the next business day.
- 3. Rent.** During the Initial Term, Lessee shall pay to Lessor **SEVENTEEN HUNDRED FIFTY AND 00/100 DOLLARS (\$1,750.00)** per month as and for rent (the "Rent"). All payments of Rent are due in advance on the first (1<sup>st</sup>) day of the month in which the Rent is due. Rent shall be deemed late if received by Lessor after the tenth (10<sup>th</sup>) day of the month.
- 4. Utilities.** Lessee shall pay for any and all utilities for the Premises during the Term. Any amounts charged to Lessor for unpaid utilities during the Term shall be charged as additional Rent to Lessee.
- 5. Option Term.** Should Lessee fully and faithfully perform all terms and conditions required by this Lease during the Initial Term, at Lessee's option, Lessee may extend this Lease for an additional five (5) year term (the "Option Term"). If Lessee would like to exercise its option for the Option Term, then Lessee shall provide Lessor with written notice of its intent no less than ninety (90) days prior to the expiration of the Initial Term. If proper notice is not provided, this Lease shall terminate at the expiration of the Initial Term. If proper notice is provided and the option is exercised, the Option Term shall commence on **January 1, 2026**, and end at Noon on **December 31, 2030**, or upon such earlier date as this Lease may terminate as provided herein, except that if such date falls on a weekend or a state holiday recognized by the State of California, then the Option Term shall end at Noon on the next business day. During the Option Term, Lessee shall pay to Lessor **TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00)** per month as and for rent (also the "Rent").

**6. Holdover Term.** Should Lessee holdover and continue in possession of the Premises after the expiration of the Initial Term and the Option Term (if exercised), Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all terms and conditions of this Lease (the "Holdover Term"). During the Holdover Term, Lessee shall pay to Lessor **THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00)** per month as and for rent (also the "Rent"), and the Rent shall increase by three percent (3%) upon the thirteenth (13<sup>th</sup>) month of initial month-to-month tenancy during the Holdover Term and upon the expiration of every twelve (12) months thereafter.

**7. Late Fees and Interest.** If Rent payments are not timely received, then in each instance, a late charge of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) shall be due as additional Rent, and interest at the rate of ten percent (10%) per annum shall accrue on the unpaid Rent, inclusive of any and all late fees and other fees provided for herein. If any checks issued by Lessee are returned due to insufficient funds, or do not clear for any other reason, then in each instance, a fee of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) shall be due as additional Rent. Lessee acknowledges that late payment of Rent or the issuance of a check with insufficient funds will cause Lessor to incur costs and expenses, the exact amount of which are extremely difficult to determine. Lessor and Lessee agree that the fees set forth herein represent a fair and reasonable estimate of the costs Lessor may incur by reason of Lessee's late or insufficient funds payments.

**8. Security Deposit.** Lessee agrees to pay Lessor **FOUR THOUSAND AND 00/100 DOLLARS (\$4,000.00)** as a security deposit (the "Security Deposit"). All or any portion of the Security Deposit may be used, as reasonably necessary, to: (a) cure Lessee's default in payment of Rent or other sums due under this Lease; and/or (b) to repair damage to the Premises, excluding ordinary wear and tear, caused by Lessee or Lessee's employees, contractors, agents, guests, invitees, sublessees, etc. (collectively, "Lessee Parties") during the Term. The Security Deposit shall not be used by Lessee in lieu of last month's rent. If any portion of the Security Deposit is used during the Term, Lessee agrees to reinstate the total Security Deposit amount within five (5) days after written notice is delivered to Lessee. Within thirty (30) days after Lessor receives possession of the Premises back from Lessee at the end of the Term, Lessor shall: (i) furnish Lessee with an itemized statement indicating the amount of the Security Deposit received; (ii) the basis for its disposition; and (iii) return any remaining portion of the Security Deposit to Lessee.

**9. Use of the Premises.** During the Term, unless otherwise approved in writing by Lessor, the Premises shall be used exclusively for the purpose of **OPERATING A ROAD AND EQUIPMENT MAINTENANCE FACILITY**, and such uses normally incident to the operation of such business. Lessee shall, at Lessee's sole cost and expense, comply with all federal, state, and local laws, rules, ordinances, and regulations regarding Lessee's use of the Premises. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such laws, rules, ordinances, or regulations shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this Lease by Lessor. Lessee shall hold harmless, defend, and indemnify Lessor from any and all liability, costs, and/or expenses of any kind associated with or related to Lessee's violation of any federal, state, and local laws, rules, ordinances, and regulations regarding Lessee's use of the Premises.

**10. Existing Improvements.** Lessee shall have the right to use the improvements, fixtures, and equipment that currently exist on the Premises but shall not acquire any ownership right, title, or interest in or to such property. Lessee shall keep such property in good condition and repair throughout the Term, at Lessee's sole cost and expense, including, but not limited to, roads and any future roads

on the Premises. Ordinary wear and tear excepted, all such property shall be in as good or better condition at the end of the Term, or upon such earlier date as this Lease may terminate as provided herein, as it was on the commencement date of the Initial Term.

**11. Alterations and New Improvements.** No alterations, additions, or improvements shall be made to the Premises without the prior express written consent of Lessor, which shall not be unreasonably withheld. If such approval is received, all costs of the alterations, additions, and/or improvements shall be the sole responsibility of Lessee. Furthermore, Lessee shall comply with all federal, state, and local laws, rules, ordinances, and regulations regarding the installation, making, and/or construction of alterations, additions, and/or improvements on or to the Premises. Lessee shall hold harmless, defend, and indemnify Lessor from any and all liability, costs, and/or expenses of any kind associated with or related to such alterations, additions, and/or improvements, during the Term and for a period of ten (10) years following the end of the Term. Lessee agrees to reimburse Lessor for any and all costs and/or expenses incurred in association with the review of Lessee's proposed alterations, additions, or improvements including, but not limited to, the costs of reviewing plans, reviewing permits, hiring professionals, and hiring project managers. Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, material furnished, and/or operations conducted on the Premises at the instance or request of Lessee. Additionally, any and all alterations, additions, improvements, and/or fixtures, except furniture and trade fixtures, made or placed in or on the Premises by Lessee, or any other person, during the Term shall upon the expiration of the Term become the property of Lessor and remain on the Premises, provided, however, that Lessor shall have the option of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from the Premises at the expiration of the Term. In the event Lessor elects to have Lessee remove any such property, Lessor must provide Lessee with notice within thirty (30) days following the expiration of the Term. Lessee shall have ten (10) days from receipt of such notice to remove the property from the Premises. Notice may also be provided by Lessor no less than thirty (30) days prior to the expiration of the Term, in which case the property shall be removed by Lessee from the Premises no later than the expiration of the Term.

**12. Indemnification.** Lessee agrees to hold harmless, defend, and indemnify Lessor from any and all liability, costs, and/or expenses of any kind associated with or related to Lessor's or Lessor Parties' use and/or occupancy of the Premises.

**13. Insurance Requirements.** During the Term, Lessor shall either insure or self-insure the Premises from damage and loss. In the event the Premises is damaged or destroyed either at the fault of Lessee or any Lessee Parties, then Lessor shall have the right to immediately terminate this Lease. In the event the Premises is damaged or destroyed and such damage or destruction is not the fault of Lessee or any Lessee Parties, and the Premises can be repaired or rebuilt within sixty (60) days from the date of loss, this Lease shall remain in full force and effect. In the event the Premises is damaged or destroyed and such damage or destruction is not the fault of Lessee or any Lessee Parties, but the Premises cannot be repaired or rebuilt within sixty (60) days from the date of loss, then either party shall have the right to immediately terminate this Lease. Lessee is required to maintain in full force and effect during the Term the following minimum insurance requirements, and shall provide Lessor with written evidence of such insurance upon request by Lessor:

- (a) A general liability insurance policy with a limit of no less than \$1,000,000 per occurrence/\$3,000,000 aggregate for bodily injury and property damage covering Lessee's and Lessee Parties' use and/or occupancy of the Premises;
- (b) A waiver of subrogation indicating that Lessee's policy(ies) shall be primary and no policy of Lessor shall be required to contribute to any claim;

- (c) Graeagle Land and Water Company, a California corporation, and its officers, directors, employees, contractors, staff, volunteers, and agents, P.O. Box 310, Graeagle, CA 96103, shall be listed as named or additional insureds under the policy(ies); and
- (d) The policy(ies) shall contain a provision in which the insurance carrier shall give Lessor a minimum of ten (10) days written notice before any cancellation or change in said policy(ies).

Such insurance must be maintained with a carrier acceptable to Lessor. The policy(ies) obtained by Lessee shall be the primary insurance coverage associated with Lessee and/or Lessee Parties use and/or occupancy of the Premises. Lessee acknowledges that Lessee's liability and indemnification and hold harmless obligations required by this Lease are in no way limited by Lessee's insurance policy(ies) or the policy limits. Lessee also waives, individually and on behalf of Lessee's insurance carrier, any and all rights to seek repayment or recovery of insurance proceeds paid to Lessor or any third party from the policy(ies), and any policy(ies) held by Lessor shall not be required to contribute to any claim against Lessee, Lessor, or the Premises arising out of the Term or Lessee's previous occupancy of the Premises.

**14. Non-Interference With Insurance.** Lessee shall not commit or permit the commission of any acts on the Premises, nor permit the use of the Premises in any manner, that will increase the existing rates for, or cause the cancellation of, any insurance policy(ies) covering the Premises and/or Lessee's and Lessee Parties' use and/or occupancy of the Premises. Lessee shall, at its own cost and expense, comply with any and all reasonable requirements of Lessee's or Lessor's insurance carriers.

**15. Hazardous Substances.** Lessee shall not commit or permit the commission by others of any waste on the Premises including, but not limited to, any petroleum or other hazardous materials spills or leaks. Should a spill or leak occur, Lessee shall be responsible for the clean-up of such spill or leak, and such clean-up shall be done in accordance with applicable law. Lessee shall be solely responsible for the cost of removal, remediation, and/or any clean-up of any petroleum or other hazardous material contamination occurring during, relating to, or arising from Lessee's or Lessee Parties' use and/or occupancy of the Premises during the Term. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance, as defined in California Civil Code § 3479, on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Furthermore, Lessee agrees to hold harmless, defend, and indemnify Lessor from any and all liability, costs, and/or expenses of any kind associated with or related petroleum or other hazardous material contamination occurring during, relating to, or arising from Lessee's or Lessee Parties' use and/or occupancy of the Premises during the Term or Lessee's previous occupancy of the Premises.

**16. Personal Property Taxes.** Lessee shall pay as they come due, and before they become delinquent, any and all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, portable structures, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about the Premises.

**17. Real Property Taxes.** Lessor shall pay and front the cost for all property taxes assessed on the Premises during the Term. Lessee shall reimburse Lessor for the payment of such taxes within thirty (30) days of invoice. All real property taxes shall be prorated if this Lease terminates on a date other than December 31<sup>st</sup>.

**18. Condemnation.** If all or part of the Premises is condemned for public use during the Term, either party may terminate this Lease as of the date of possession given to the condemner. Any and all condemnation proceeds, exclusive of those allocated by the condemner to the Lessee's relocation costs and trade fixtures, shall belong to Lessor.

**19. Estoppel Certificate.** Lessee shall execute and return an estoppel certificate, delivered to Lessee by Lessor or Lessor's agent, within three (3) business days after its receipt. Such estoppel certificate shall acknowledge that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and state the modifications. Lessee's failure to comply with this requirement shall be deemed Lessee's acknowledgement that the estoppel certificate is true and correct and may be relied upon by a prospective lender or purchaser.

**20. Right of Entry.** Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of: (a) inspecting the Premises to determine whether Lessee is complying with the terms of this Lease; (b) doing other lawful acts that may be necessary to protect Lessor's interest in the Premises; and/or (c) to perform Lessor's obligations under this Lease.

**21. Repossession** In the event Lessee, prior to the expiration of the Term, abandons the Premises or defaults in the performance of any of the covenants, terms, conditions, or agreements contained in this Lease, Lessee shall have breached the Lease and Lessor shall have the option to re-enter and regain possession of the Premises in accordance with applicable law.

**22. Breach of the Lease Agreement.** In the event Lessee, prior to the expiration of the Term, violates and fails to cure any covenant, term, condition, or agreement contained in this Lease, abandons the Premises, or gives notice of Lessee's intent to terminate its tenancy prior to the expiration of the Term, other than as expressly provided for and allowed in this Lease, then Lessor shall have the option to immediately terminate this Lease. If Lessor does not terminate this lease, then Lessee shall be responsible for all Rent due through the end of the Term. Lessor may elect to continue the tenancy in effect for so long as Lessor does not terminate Lessee's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Lessor may enforce all of Lessor's rights and remedies under this Lease and applicable law, including, but not limited to, the right to recover Rent as it becomes due.

**23. Surrender.** On expiration of the Term, or upon such earlier date as this Lease may terminate as provided herein, Lessee shall promptly surrender and deliver the Premises to Lessor in as good or better condition than it was on the commencement date of the Initial Term, reasonable wear and tear excepted.

**24. Encumbrance of Lease.** Lessee shall not encumber, assign, sell, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises, without the prior express written consent of Lessor. In the event of Lessor's consent, Lessor shall be entitled to a transfer fee should this Lease be assigned, sold, encumbered, or transferred to another Lessee. The fee will be five percent (5%) of the total compensation paid for such encumbrance, assignment, sale, or transfer of this Lease including inventory and personal property. Furthermore, Lessee shall not sublet the Premises, or any part thereof, or allow any other person, other than Lessee's employees, contractors, and other agents, to occupy the Premises, or any part thereof, without the prior express written consent of Lessor. Any encumbrance, assignment, transfer, or subletting without the prior express written consent of Lessor, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

**25. Incorporation of Recitals.** Each of the statements set forth in the Recitals of this Lease are hereby incorporated by this reference and shall be deemed for all purposes to be included in the operative provisions of this Lease.

## **26. Miscellaneous Terms and Conditions.**

- (a) Entire Agreement. The parties agree that this Agreement contains the entire agreement between the parties hereto related to the subject matter of this Agreement, and that the terms of this Agreement are contractual, material, and not a mere recital. No other agreement(s), statement(s), representation(s), warranty(ies), covenant(s), and/or promise(s), oral or written, made on or before the Effective Date of this Agreement will be binding on the parties hereto related to the subject matter of this Agreement except as otherwise expressly provided for in this Agreement.
- (b) Binding Effect. Subject to the restrictions on assignment contained herein, the provisions of this Agreement shall inure to the benefit of the parties' respective heirs, successors, and/or assigns, and shall be binding upon them.
- (c) No Third-Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties to it, and their respective successors and assigns, subject to the express provisions of the Agreement relating to successors and assigns, and no other person or entity has or will have any rights, interest, and/or claims under this Agreement as a third-party beneficiary or otherwise.
- (d) Severability. If any provision of this Agreement or its application to any party or circumstances is held in whole or in part to be invalid or unenforceable to any extent for any reason, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, a mediator, arbitrator, or court of competent jurisdiction making such determination is authorized and instructed to modify this Agreement so as to make any unenforceable terms and/or provisions enforceable such that the transactions and agreements contemplated herein are consistent with the best estimation and understanding of the parties' original intent.
- (e) Modification. This Agreement may be modified by subsequent agreement of the parties only by a writing signed by all parties that specifically references this Agreement, or by an oral agreement to the extent that the terms of such oral agreement are actually performed.
- (f) No Waiver. The failure of a party, at any time, to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy herein contained, or available pursuant to applicable law, shall not be construed as a waiver or relinquishment of such term, provision, option, right, or remedy, and the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party, and no previous waiver shall operate as a continuing waiver.
- (g) Effect of Headings. All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, shall not be deemed a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.
- (h) Interpretation. Unless the context clearly indicates otherwise: (a) each definition herein shall include the singular and the plural, (b) each reference herein to any gender shall include the masculine, feminine and neuter where appropriate, (c) the words "include" and "including" and variations thereof shall not be deemed terms of limitation, but rather shall be deemed to be followed by the words "without limitation," (d) the word "or" is not exclusive, (e) the words "hereof," "herein," "hereto," "hereby," "hereunder" and derivative or similar words shall refer to this Agreement as an entirety and not solely to any particular provision of this Agreement, all references to "\$" or "Dollars" shall mean United States Dollars, and (f) references herein (i) to Articles or Sections mean the Articles or Sections of this Agreement, (ii) to a statute mean such statute as amended, restated, supplemented and/or modified from time to time

and includes any successor legislation thereto and any regulations promulgated thereunder; and (iii) to days mean calendar days unless otherwise expressly stated.

- (i) Time of the Essence. Time is of the essence with respect to all obligations required by this Agreement.
- (j) Notices. Any notices, requests, demands, and/or other communications required or permitted under this Agreement shall be in writing and shall be deemed effective (a) upon receipt, if delivered personally; or (b) on the next business day, if delivered by guaranteed overnight courier; or (c) upon receipt, if transmitted by e-mail, facsimile, or other electronic means with acknowledgment of receipt by the other party, not including an automatic reply; or (d) five (5) calendar days after deposit in the United States Postal Service, first-class postage prepaid with tracking. Notices shall be sent to the following addresses and any party may change its address for notices by giving proper notice to the other party(ies) pursuant to the terms of this paragraph.

**Lessee**

County of Plumas  
County Road Department  
1834 East Main St.  
Quincy, CA 95971

**Lessor**

Graeagle Land and Water Company  
Dan West  
P.O. Box 310  
Graeagle, CA 96103

- (k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until at least one counterpart has been signed by each of the parties hereto. Unless otherwise defined in this Agreement, the Effective Date shall be the date upon which at least one counterpart has been signed by each of the parties hereto. The parties authorize each other to detach and combine original signature pages and consolidate them into a single, identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.
- (l) Electronic Signatures. This Agreement may be executed electronically via DocuSign® and other similar online and/or electronic signatures shall be given the same legal effect as if an original. In addition, this executed Agreement may be transmitted by facsimile (fax), scan copy, PDF image, or electronic message (e-mail) and the signatures hereto shall be given the same legal effect as if an original.
- (m) Authority to Bind. Each of the signatories hereto warrants and represents that he or she is competent and duly authorized to enter into this Agreement on behalf of the entity or person for which he or she purports to sign, and each agrees to indemnify and hold harmless the other party or parties against each claim, suit, and/or demand, including, but not limited to, necessary and reasonable investigation and actual attorney's fees and costs, whether or not litigation, arbitration, and/or mediation is commenced, in which it may be asserted that he or she was not competent and/or authorized to execute this Agreement.
- (n) Injunctive Relief. If a party breaches or threatens to breach this Agreement, including, but not limited to, asserting any claim released herein, the aggrieved party shall, to the fullest extent permitted by law, be entitled to: (i) apply for and obtain, in addition to monetary damages, injunctive relief to enforce the provisions of this Agreement (in this regard, the breaching party expressly waives the right to assert that monetary damages are adequate to protect the aggrieved party's rights); and (ii) recover all costs incurred by the aggrieved party, including, but not limited to, reasonable attorney's fees and costs. Provided however, for the aggrieved party to be entitled to attorney's fees and costs pursuant to this paragraph, at least ten (10) calendar days before the filing of any mediation, arbitration, or court action, the aggrieved party must provide written notice to the breaching party specifying the alleged breach or

default, if capable of being cured, or the action requested. Upon receipt of the notice, the breaching party may avoid implementation of this provision by curing the breach or default specified, or by executing an agreement for the action requested, during the ten (10) day period following receipt of the notice.

- (o) Recovery of Litigation Costs. Subject to any other limitations provided for in this Agreement, if any, if any legal action, mediation, arbitration, or other proceeding is brought to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and other costs incurred during and prior to that action or proceeding, in addition to any other relief deemed available, and regardless of whether the legal action, mediation, arbitration, or other proceeding is terminated by judgment, settlement, or other means.
- (p) Dispute Resolution. In the event that a dispute between the parties arises, the parties agree to use their best efforts to attempt to mediate the dispute. A mediator may be an attorney or someone deemed mutually acceptable to the parties who has experience in dispute resolution. If the parties cannot agree on a mediator, then the parties shall each hire a mediator or attorney for the sole purpose of selecting a mediator for the parties. If mediation is ultimately unsuccessful, or if one or both of the parties refuses to participate in mediation, the parties agree to binding arbitration and the arbitrator shall be selected in the same way as the mediator.
- (q) Survival. The terms, provisions, representations, and warranties contained in this Agreement whereby their sense and context are intended to survive the performance of this Agreement, shall so survive the completion of the performance and/or termination of this Agreement.
- (r) Choice of Law and Venue. This Agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of California, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties, and without regard to conflicts of law principles. The parties further agree that any mediation, arbitration, lawsuit, or other proceeding filed to enforce this Agreement, or arising out of the subject matter of this Agreement, shall be instituted and maintained only in the State of California, County of Plumas. If any such action is removed to federal court for any reason, jurisdiction and venue shall be in the United States District Court for the Eastern District of California in Sacramento, California. Each of the parties hereby consents to the jurisdictions of the foregoing courts and waives all objections to venue therein.
- (s) Acknowledgments. The parties further agree that they have read and fully understand the terms, conditions, and legal effects of the provisions contained in this Agreement. The parties acknowledge that they have had an opportunity to review this Agreement with independent legal counsel, CPAs, and tax attorneys, and have exercised those rights to the extent deemed necessary. The parties further acknowledge that they have not relied solely on the advice of counsel in reaching the agreements set forth herein, that the agreements set forth herein are the result of negotiations and careful compromise, and that they enter into this Agreement of their own free will and accord, voluntarily, without coercion, duress, or undue influence from any source.

NOW WHEREFORE, for good and valuable consideration, including, without limitation, the mutual promises, conditions, and agreements set forth herein, the parties agree to be bound by the terms of this Agreement.

**LESSEE**

COUNTY OF PLUMAS

Dated: \_\_\_\_\_

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

Kevin Goss, Chair  
Board of Supervisors

Approved as to form:



Gretchen Stuhr  
Plumas County Counsel

**LESSOR**

GRAEAGLE LAND AND WATER COMPANY

Dated: \_\_\_\_\_

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

Daniel E. West, President

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

Harvey West III  
CFO



# Office of the Sheriff

## Office of Emergency Services

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** September 14, 2022

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns 

**SUBJECT:** Agenda Item for the meeting of October 4, 2022

**Recommended Action:**

Approve a fixed asset vehicle purchase for two (2) Prisoner Transport vans from dept 70380 not to exceed the amount of \$242,256.30.

**Background and Discussion:**

The Administrative & Budgetary controls require Board of Supervisors approval to purchase fixed assets.

The Sheriff's Office was approved for ARPA funds in the amount of \$235,950.00 to purchase the transport vans. The difference in ARPA funds and increased cost is \$6,306.30 and will be covered with funds from the Sheriff's AB443 budget.

Vehicles are being purchased from the vendor based on a Federal GSA contract.

These revenues & expenditures have been included in the budgets for FY 22/23.



**Plumas Co. Sheriff's Office**  
1400 E. Main St  
Quincy, CA 95971  
(530) 283-6397 fax (530) 283-6344

Purchase Order No. PCSO-ARPA-1

7/11

**PURCHASE ORDER**

**Vendor**

Name J.A.R Capital Group, Inc.  
Address 2113 W 7th St.  
City Tempe St AZ ZIP 85281  
Phone 480-464-7007

**Ship To**

Name Plumas Co. Sheriff's Office  
Address 1400 E. Main St  
City Quincy St CA ZIP 95971  
Phone (530) 283-6375 fax (530) 283-6344

Qty	Units	Description	Unit Price	TOTAL
1		Ford transit 350 low roof 148" WB AWD color white	\$109,500.00	\$109,500.00
1		Ford transit 350 mid roof ADA WB AWD color white	\$116,380.00	\$116,380.00
1		Freight included with price	\$0.00	\$0.00
1		Installation Labor included with price	\$0.00	\$0.00

**Payment Details**

Bill to:

PLUMAS COUNTY SHERIFF'S OFFICE  
1400 E. MAIN STREET  
QUINCY, CA 95971-9402

ATTN: Steve Clark

SubTotal	\$225,880.00
Shipping & Handling	
7.25%	\$16,376.30
Taxes	
<b>TOTAL</b>	<b>\$242,256.30</b>

**Contact Information:**

Steve Clark, sclark@pcso.net

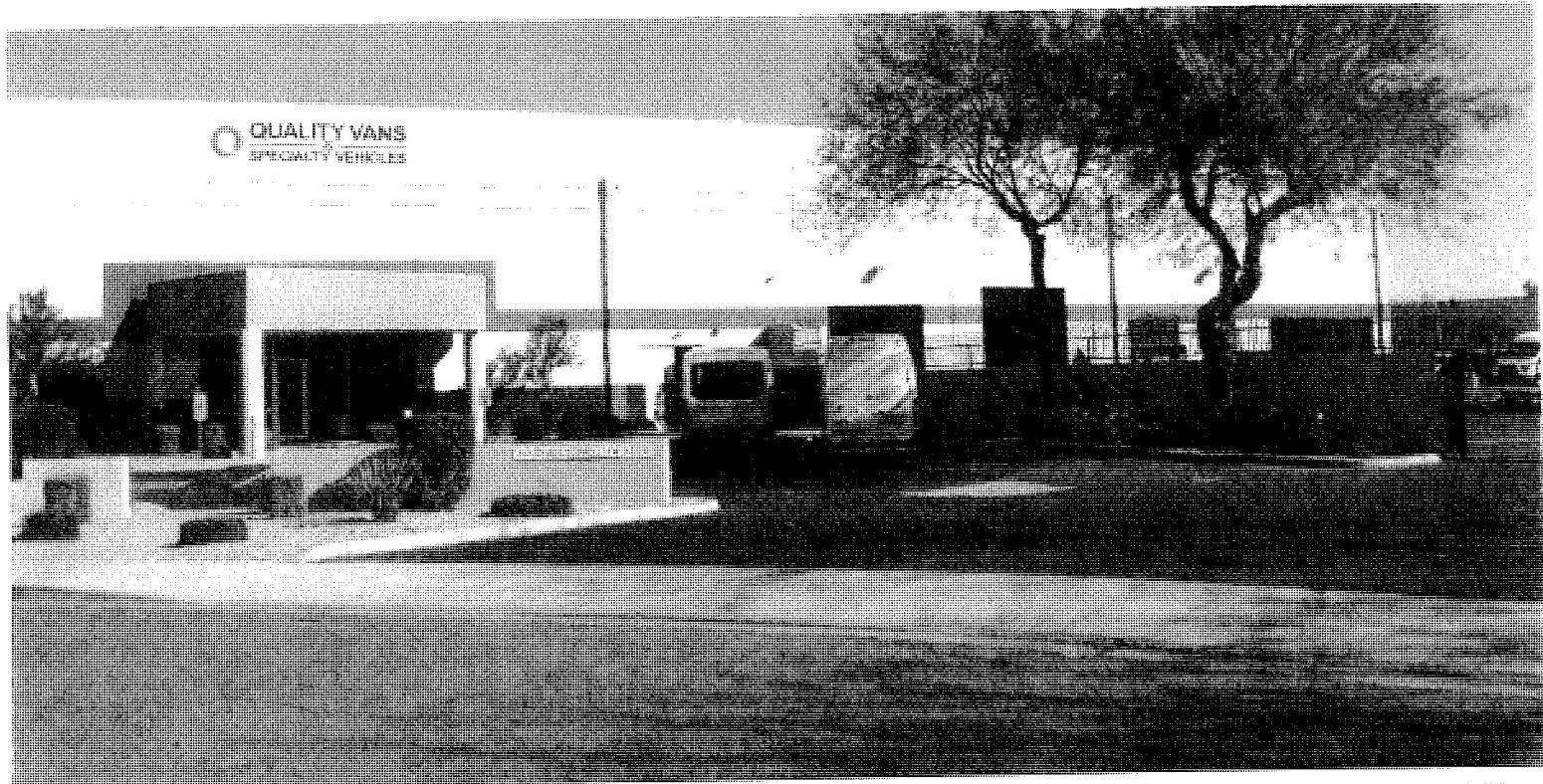
530-283-6181 cell 530-394-7822

**Approval**

Todd Johns, Sheriff Plumas County

*Todd Johns*

Date \_\_\_\_\_  
Order No. \_\_\_\_\_  
Sales Rep. \_\_\_\_\_  
Ship Via \_\_\_\_\_



**Quality  
Craftsmanship**



**Customer  
Satisfaction**



**Durable &  
Sustainable**

# **Plumas County Sheriff's Office Prisoner Transport**

Proposal Submitted by: J.A.R. Capital Group, Inc.  
dba: Quality Vans & Specialty Vehicles

Point of Contact: Thomas Ragland – Sales & Estimating  
Email: [thomas@qualityvans.com](mailto:thomas@qualityvans.com) | Phone: 480-464-7007 | Fax: 480-464-5999

April 15, 2022  
Rev. June 10, 2022

Plumas County Sheriff's Office  
Attn: Steve Clark  
[sclark@pcso.net](mailto:sclark@pcso.net)  
530-394-7822

Re: Standard Prisoner Transport

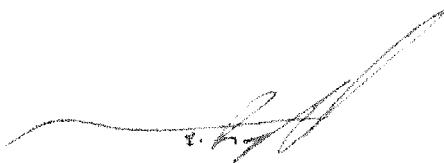
J.A.R. Capital Group, Inc. (dba Quality Vans & Specialty Vehicles) is pleased to present our response to your invitation for bids on the Prisoner Transport with your provided specifications. Enclosed is our proposal for your review.

Quality Vans & Specialty Vehicles has been in business since 1974. We are highly experienced in the design and manufacture of specialty vehicles for all types of uses including law enforcement, federal agencies, medical facilities, municipal agencies and commercial applications. We maintain a staff RVIA certified technician and AWS certified structural welders. Our employees have extensive experience in all facets of the specialty vehicle manufacturing business, and we have an outstanding reputation for delivering rugged, quality-built vehicles at exceptional value. We are a registered vendor on the Federal SAM site with CAGE Code #6TWF5 and DUNNS #078693888. In addition, we are GSA Contract holders on Schedule 23v contract #GS-30F-010GA.

We operate out of a modern and fully equipped manufacturing facility in Tempe, Arizona. Our facility is conveniently located just ten (10) minutes from Phoenix's Sky Harbor International Airport. You are encouraged to visit our web site at [www.qualityvans.com](http://www.qualityvans.com) to see some examples of the different types of vehicles we have delivered. We look forward to working with your team to build your Prisoner Transport which will provide years of service.

Please contact us if you have any questions or if we may provide further assistance.

Regards,

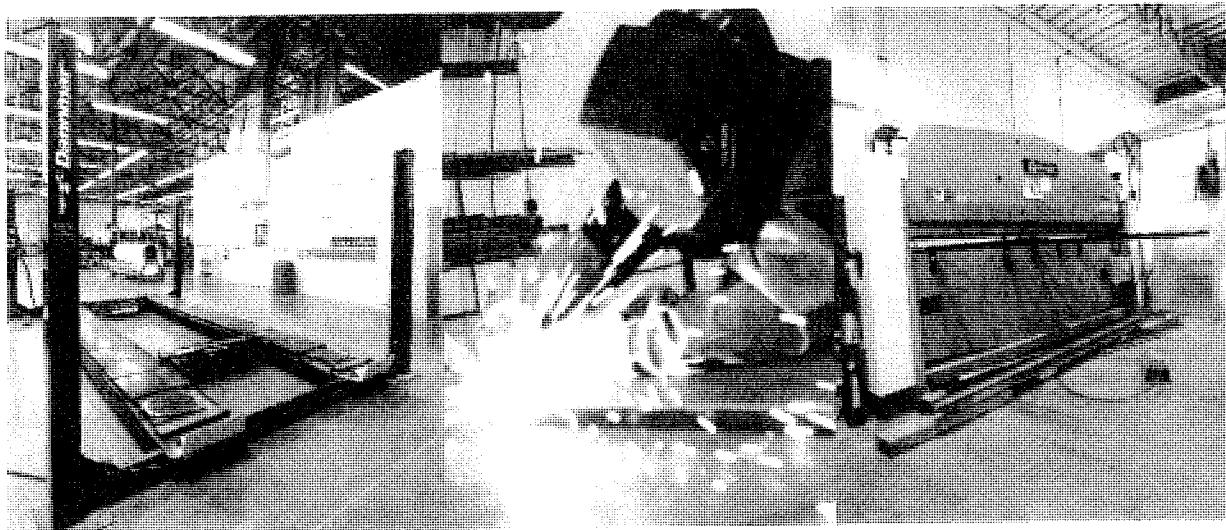


Thomas Ragland  
Sales & Estimating  
Quality Vans & Specialty Vehicles (QVSV)  
2113 W 7<sup>th</sup> Street Tempe, AZ 85281  
O (480) 464-7007 | F (480) 464-5999  
[thomas@qualityvans.com](mailto:thomas@qualityvans.com) [www.qualityvans.com](http://www.qualityvans.com)

## FACILITY



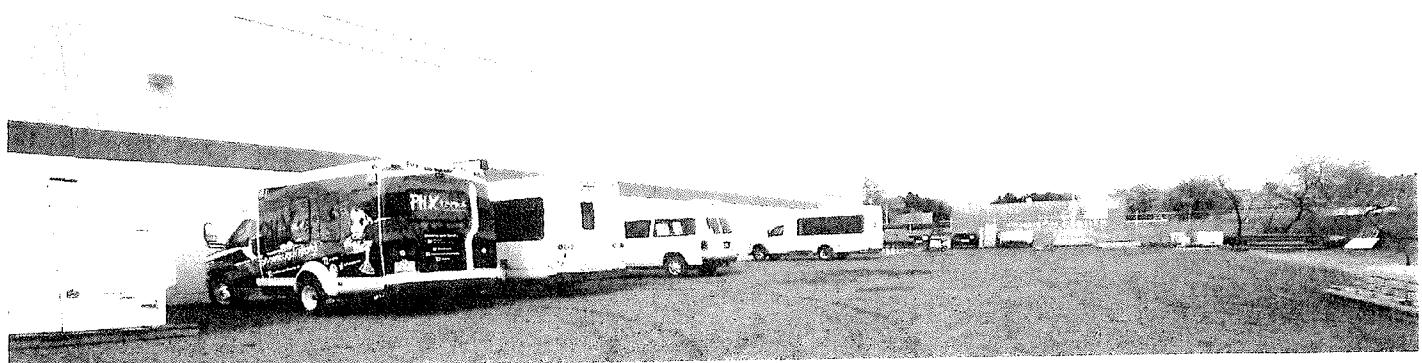
Modern 29,000 Sq/Ft of Manufacturing Space



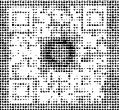
12,000lb lift

TIG/MIG

Bend/Form



Secure Vehicle Storage Area



## Proposed Scope of Work

### Ford Transit 350 Low roof 148" WB AWD Color White

#### **Chassis**

##### **1.1. CURRENT MODEL YEAR**

1.1.1. Ford Transit 148"wb Long (not extended) Low Roof

##### **1.2. CAPACITIES/DIMENSIONS:**

1.2.1. Wheelbase – 148" –Long (not extended)

1.2.2. GVWR – Min. 9500 lbs.

1.2.3. Payload – 4,360 lbs

1.2.4. Cargo Height – Transit High Roof

1.2.5. Fuel Tank Capacity – Min. 25 gal.

##### **1.3. FRONT AXLE/SUSPENSION:**

1.3.1. Capacity - Mfr.'s max, approx. 4000 lbs.

1.3.2. Shocks – Heavy-duty

1.3.3. Stabilizer – Heavy-duty front and rear.

##### **1.4. REAR AXLE/SUSPENSION:**

1.4.1. Capacity – Approx. 6000 lbs.

1.4.2. Shocks – Heavy-duty

1.4.3. Ratio – Approx. 3.73 (or TBD)

##### **1.5. ENGINE:**

1.5.1. Type – Gasoline,

1.5.2. Size – Min. 3.5L PFDI V6

1.5.3. Horsepower – Approx. 275hp

1.5.4. Engine Torque – Approx. 262 lb ft

##### **1.6. COOLING:**

1.6.1. Heavy-duty system designed for extreme heat operating conditions.

##### **1.7. TRANSMISSION:**

1.7.1. Type – Automatic

1.7.2. Speeds – Min. ten (10) with overdrive.

1.7.3. Shift Control – Electronic

##### **1.8. STEERING:**

1.8.1. Power assist with tilt steering wheel.

##### **1.9. BODY:**

1.9.1. Shall be 148" WB cargo design with standard height roof.

##### **1.10. INSULATION:**

1.10.1. One (1) inch of polyurethane insulation shall be sprayed on the rear interior cargo area, except the floor, support ribs shall be left exposed so that the interior lining can be installed. Polyurethane foam insulation shall be applied in a smooth even layer.



**1.11. ELECTRICAL:**

- 1.11.1. Volts - 12
- 1.11.2. Alternator - Min. output 250 amps.
- 1.11.3. Batteries - Heavy-duty maintenance free type with adequate cold crank capacity to start the engine with ambient temperature at 0°F.
- 1.11.4. Gauges and Instruments - Engine water temperature, oil pressure, fuel and voltmeter.
- 1.11.5. Lighting - Mfr.'s standard, shall include overhead dome lights, front and rear. Rear dome light shall have a prisoner safe protective screen installed.
- 1.11.6. Radio - AM/FM stereo, factory installed.

**1.12. AIR CONDITIONING/HEATER:**

Aftermarket, ceiling mount 29,000 BTU or better evaporator plumbed to vehicles compressor.

**1.13. GLASS:**

All, glass shall be darkest legal tint.

**1.14. MIRRORS:**

Dual, outside rear-view mirrors approximately 6" X 9" below eye line.

**1.15. DOORS:**

- 1.15.1. Side Cargo - Sliding (no windows).
- 1.15.2. Rear Cargo - Double opening (no windows).

**1.16. SEATING:**

- 1.16.1. Type - High-back buckets. Seats must be able to be adjusted per manufactures specification.
- 1.16.2. Covering - Heavy-duty cloth covered.
- 1.16.3. Color - Tan or Gray.

**1.17. BRAKES:**

- 1.17.1. Heavy-duty four-wheel anti-lock system with non-asbestos lining.

**1.18. TIRES & WHEELS:**

- 1.18.1. (As specified or pre-approved size.)  
Five (5) (like) manufactures standard radial tires, tubeless with five (5) (like) factory standard steel disc wheels per tires specified. Spare, loose.

**1.19. PARTITIONS/SEATS/LINING/FLOOR:**

1.19.1. Construction Materials:

- 1.19.1.1. Partitions - Square tubing 1" .083 gauge expanded metal 1/2" 13 flat.
- 1.19.1.2. Doors - Square tubing 1" .083 gauge expanded metal 1/2" 13 flat.
- 1.19.1.3. Door Latches - Flat Bar Stock, 3/8" x 1".
- 1.19.1.4. Interior Linning - Aluminum sheeting on van walls (not cages) minimum thickness .050"
- 1.19.1.5. Bench Seats - Steel sheeting, 14-gauge, square tubing 2" .083 gauge.
- 1.19.1.6. Hinges - Heavy duty steel.
- 1.19.1.7. Locks - Double cylinder dead bolts shall be installed with special one-way type screws.
- 1.19.1.8. Rear Step - Square tubing 2", flat steel 1/8", angle iron 2" x 2", steel diamond plate.
- 1.19.1.9. Side/Rear Door Padlock Brackets - Angle iron 2" x 2".

**1.19.2. Partitions:**

- 1.19.2.1. Front Partition - Starts from the floor to the interior roof and from the right interior to the left interior walls. The bottom section shall be a 14-gauge metal, with vertical supports every 14 1/2". The top half shall be expanded metal Clear 3/16 poly carbonate installed over the expanded metal, on the front side of this partition.





- 1.19.2.2. Center Partition – Installed from the floor to the interior roof and from the right interior to the left interior walls. The bottom section shall be 28" high with vertical supports every 14 1/2", the top section shall have two escape doors 22" x 24" shall be installed in the top center section, hinged at the center, dead bolt type locks, door to open either direction. Clear 3/16 poly carbonate shall be installed over the expanded metal of the partition and doors.
- 1.19.2.3. Rear Area Center Divider Partition - Installed from the floor to the interior roof and connected to the front center and rear partitions, with vertical supports every 14". Partition shall be lined with .050 aluminum installed with 3/16" steel button head pop rivets
- 1.19.2.4. Rear Door/Partition - Installed from the floor to the interior roof and from the right interior to the left interior walls. Shall have two (2) 25" wide, 42" high doors, with centered vertical and horizontal supports, hinged at the center, three-point latch mechanisms with 24" spread, padlock latch.
- 1.19.2.5. Construction - All partitions shall be designed and constructed such that all maintenance items such as the AC, heater, lights etc. are easily accessible. Panels, covers and etc. that are easy to remove shall be provided where access is necessary. Partition shall be designed such that they are easily bolted together to form the individual prisoner cages. Filler panels for the front and center partitions shall be designed and constructed to fit the contour of van walls, riveted to each end of the partitions in such a way that they can be easily removed. Framework for partition and doors shall have full penetrating welds at every joint. Expanded metal to have full penetrating welds at every contracting surface, approximately every 1/2" to 1" depending on metal positioning. Bottom section of front partition shall be covered with 16-gauge sheet metal, tack welded every 3". Heavy-duty steel hinges to be welded on. Door latch brackets shall be constructed of the same material as latch mechanisms. Bolts with self-locking nuts shall be used at all partition to partition connecting points, 3/16" steel pop rivets to be used to attach partition to van body. A small amount of silicon sealer shall be applied to each contacting point at the time of assembly eliminating all rattles and squeaks. Left side of front partition where it contacts side wall shall be sealed with silicon sealer upward 12", making a waterproof corner.

1.19.3. Bench Seats:

- 1.19.3.1. Front Compartment Benches - 14" wide, full width, one installed across the van parallel to the front partition.
- 1.19.3.2. Rear Compartment Benches - Two (2), overall dimension 14" wide(1) in each compartment, positioned parallel with outside wall directly rearward of center partition.
- 1.19.3.3. Construction - Full penetrating weld at all joints, non-skid seating surface, rounded edges, and corners, anchored to the floor in such a way as to support a minimum of 1000 lb.
- 1.19.3.4. Interior Lining: The complete rear interior roof and side walls shall be lined with minimum .050" aluminum sheet metal, installed with 3/16" steel button head pop rivets, all joints shall be sealed with silicon and completely waterproof so entire unit can be hosed out if necessary.
- 1.19.3.5. Floor Coating: Black polyurethane coating, minimum 1/16" thickness shall be applied to the entire rear floor area extending a minimum of 12" up the sides and over bench tops. Coating shall be applied such that all components installed on the floor shall be completely sealed so that water or other liquids will not be trapped under the bench seats or other components.
- 1.19.3.6. Padlock Brackets, Side and Rear Door: Overall dimensions, 2" x 2" x 1/8" x 2" installed on each door providing a means for padlocking side and rear doors. Brackets to be attached to doors with 3/16" steel pop rivets using a small amount of silicon sealer on the contacting surfaces at the time of assembly. See drawings.

**1.20. REAR STEP:**

Overall dimensions, 12" length, 42" width, 14" high side supports, full penetrating welds at all joints, raised side of diamond plate covered shall be turned up, bracing from bottom edge of step to main frame of vehicle.

**1.21. INTERIOR LIGHTS:**

- 1.21.1. Type – 4" heavy-duty or equal.
- 1.21.2. Make – Maxima M66350 or equal.
- 1.21.3. Quantity – 7
- 1.21.4. Location - One light installed in each of the side and rear doors, positioned such in the lower center portion of doors that the entire load area will be adequately lighted. Light to be automatically turned on any time the door is open.
- 1.21.5. Exterior Flood lights – 1 Maxxim M84445-C LED light mounted at each door (2 total), or equal

**1.22. PAINT:**

Manufacturers standard paint, interior color *powder coated white or black*.

**1.23. KEYS:**

Each unit shall have four (4) sets of keys with rings, tags and be properly identified.

**1.24. GENERAL:**

Electrical wiring installed shall follow standard vehicle manufacturer's procedures, including color coding, conduit, nylon ties, grommets (sealed type) for holes in metal, any opening made in the cab shall be sealed to prevent fumes from entering. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed.

**Additional Added Equipment**

- 4 camera system w/cameras and DVR to monitor transport area
- 12 sets of seatbelts
- Additional Quoted:
  - HEPA air filtration unit.
  - 12v
  - Mounts to ceiling w/cage surround
  - Airflow: 140 CFM
  - Dual fan blower
  - HEPA Max filter 3.56" thick



## Qualifications and Experience

### **Statement of Qualifications**

Our primary line of business is the design and manufacture of specialty vehicles for all types of uses including law enforcement, federal agencies, medical facilities, commercial enterprises, and municipal agencies. We supply law enforcement with mobile command centers, mobile operation centers, DUI units, SWAT vans, EOD vehicles, hazmat response, counter drug vans, interoperability and communications vehicles, prisoner transport vehicles, hostage negotiation units, and more. Each unit is specifically designed and fabricated to meet the client's exact needs and specifications as well as provide a versatile vehicle that is adaptable and updatable for years of reliable service. We are experienced building on numerous platforms and have earned Daimler's Master Upfitter Status. Our current team is comprised of 21 production and management staff members. Our production team of 13 fulltime employees have skill sets ranging from metal fabrication, custom cabinet craftsmanship, and electronics/installation. These core competencies allow us to constantly expand our product base to meet the growing market for mobile solutions.

### **Office Location**

Quality Vans & Specialty Vehicles is headquartered in Arizona with an office and modern manufacturing facility in Tempe. Our facility is conveniently located just ten (10) minutes from Phoenix's Sky Harbor International Airport. We welcome you to schedule an appointment to join us for a site visit.

Address: 2113 W. 7<sup>th</sup> Street  
Tempe, AZ 85281

### **Firm Structure**

J.A.R. Capital Group, Inc. dba Quality Vans & Specialty Vehicles is a privately owned and operated S-Corporation under current ownership and management since November 2012. Quality Vans & Specialty Vehicles has been an Arizona company since 1974.

### **Ownership and Key Personnel Information**

#### **Vicki Reber, President**

Vicki's background ranges from administrative operations, sales, and accounting. She has had small business experience since 2001. Her responsibilities include maintaining financial and accounting systems, identifying personnel, and tracking equipment and facility resources needed to accomplish company objectives. Vicki works with production manager to set production, purchasing, and delivery schedules. She has hiring and firing responsibility and also negotiates lease and purchase agreements.

#### **Doug Reber, Vice President**

Doug has been a small business owner since 1993. He has over 20 years of experience in the wholesale distribution industry, with the first ten years in the electrical distribution field. He oversees the daily financial operation of QVSV, identifies and communicates corporate mission, and performs contract administrations.

**Dave Rabuck, Sales Manager**

Dave has been working in sales of specialty vehicles since 1995. He oversees all company sales and sales personnel, establishes pricing, and administers company GSA contract schedule. He works together with customers, investigating their needs and finding solutions for their custom trailer specifications and budget.

**Thomas Ragland, Director of Sales & Operations**

Tom has had a background in sales since 2001. With his past experience coming up through all aspects of production, he is an integral part of the company's sales and marketing team.

**Jim Nossett, Director of Production and Procurement**

Jim has had professional experience in the repair and manufacturing of all types of Specialty Vehicles since 1983. He has an associate degree in Cabinet and Millwork, Certified RVIA (Recreation Vehicle Industry Association) Technician and Braun Certified. Jim has an eye for detail and an innovative approach to specialty vehicle manufacturing. He has an unmatched ability to anticipate and exceed the customer's needs and is known for his problem-solving abilities, excellent customer communication, and inventive solutions. He faces obstacles head on and has a creative mind.

**Lee Miller, Purchasing Manager**

Lee has had experience in recreational, automotive, and specialty vehicle parts research and purchasing since 1986. He has worked with a wide variety of manufacturers and suppliers in the recreational vehicle, automotive, handicap, and industrial fields. His responsibilities include materials research, product requisition, issue purchase orders, receive inventory, schedule appointments, and customer service. He also works in accounts payable and accounts receivable.

**Experience**

Quality Vans & Specialty Vehicles started business in 1974. Since 2004 we have designed and built numerous medical, municipal, police, and emergency related vehicles. The types of vehicles we have built range from health screening, maternity testing, and recycling education to public safety vehicles such as Prisoner Transport, SWAT Team, Explosive Ordnance Disposal Trucks, DUI Enforcement/Testing, Mobile Command and Covert Surveillance Vehicles. We have built units on an array of bases including vans, trailers, box trucks, cab chassis, motor homes, and motor coaches.

We design the vehicle's internal layout and preferred specifications based on an approved CAD illustration. From there, we begin building and upfitting the custom vehicle. We install generators, air conditioning, electrical, plumbing, cabinets, and customer specified unique equipment. All our cabinets are built in house in our cabinet shop and all the metal fabrication is done in house in our metal fabrication shop. We use formaldehyde free plywood inside all our units so that each one is environmentally friendly and a safe workplace.

We maintain a staff of RVIA certified technicians and AWS certified structural welders. Our employees have extensive experience in all facets of the specialty vehicle manufacturing business, and we enjoy an outstanding reputation for delivering rugged, quality-built vehicles at exceptional value.

Quality Vans & Specialty Vehicles is a certified Mercedes Benz Master Upfitter and we are a registered vendor on the Federal SAM site with CAGE Code # 6TWF5 and DUNNS # 078693888. In addition, we are a GSA Contract holder on MAS Award Schedule 23v contract # GS-30F-010GA.

If references or evidence of qualifications are required, please contact us.

## Warranty

### Warranty Offered

1. All conversion work performed by Quality Vans & Specialty Vehicles is warranted for one (1) year or 12,000 miles. Questions regarding specific warranty claims should be directed to Quality Vans & Specialty Vehicles. All warranty work and service for upfit can be arranged by calling Quality Vans & Specialty Vehicles at (480) 464-7007.
2. All equipment, major components, and sub-assemblies (such as emergency lighting, generators, air conditioners, computers, etc.) installed on the vehicle or purchased with the vehicle, shall be covered by the warranty of the manufacturer of such equipment or component.

## Pricing Section

	Qty	Price
Standard Prisoner Transport	1	\$109,500.00

- Items with pricing listed in the Additional Options Section are not included in the Pricing Section total of this quotation listed above.
- **All pricing does not include any applicable Sales Tax or Vehicle Licensing.**
- Shipping cost is included to Quincy, CA 95971
- Cancelation fees may be applicable if the project is canceled following the start of the project and/or acceptance of a signed SOW.
- All potential manufacturer rebates are retained by Quality Vans & Specialty Vehicles.
- This quote is valid for 30 days from date listed above.
- Due to the Ford order bank being closed, pricing subject to change on the Ford Transit and will be advised at time of order.

### Project Scheduling

Production time to build the quoted unit is 70-95 days from the receipt of van from Ford. The Ford order bank is currently closed and due to open back up in May 2022 with an expected delivery time of January to February of 2023 for the 2023 model year. Delays by Ford or any other manufacture are not the responsibility of Quality Vans & Specialty Vehicles and will be advised to the customer as notified by manufacture.

The start date for the purpose of scheduling your project on our Production Line shall be dependent on the following items:

- QVSV receipt of your signed purchase order, contract or signed QVSV proposal.
- All initial design details and questions answered between customer and QVSV.
- Receipt of any deposits required by the QVSV proposal.
- Delays by customer impacting delivery schedule.\*\*
- Notification of date that vehicle chassis is scheduled for delivery to QVSV's facility in Tempe, AZ.

### Payment Terms

Properly executed city/state/federal standard form contract or purchase order (PO) with Net 30 terms.

\*\* If the project is delayed by customer, then Quality Vans & Specialty Vehicles reserves the right to request progress payments for work completed at time of progress invoice.

## Acceptance

April 15, 2022  
Rev. June 10, 2022

Plumas County Sheriff's Office  
Attn: Steve Clark  
[sclark@pcso.net](mailto:sclark@pcso.net)  
530-394-7822

Re: Standard Prisoner Transport

Thank you for the opportunity to bid on your Prisoner Transport project. By accepting our proposal, we guarantee you are choosing the best team for the job. We take pride in our high level of customer service and our lines of communication are always open. If we are the successful bidder for your project and you wish to accept our offer, please provide us with one of the following: 1) your signed purchase order; 2) a signed contract from your organization; or 3) sign below and return to our office.

We look forward to working with you in the very near future. Please contact us if we may provide any further assistance.

Best regards,



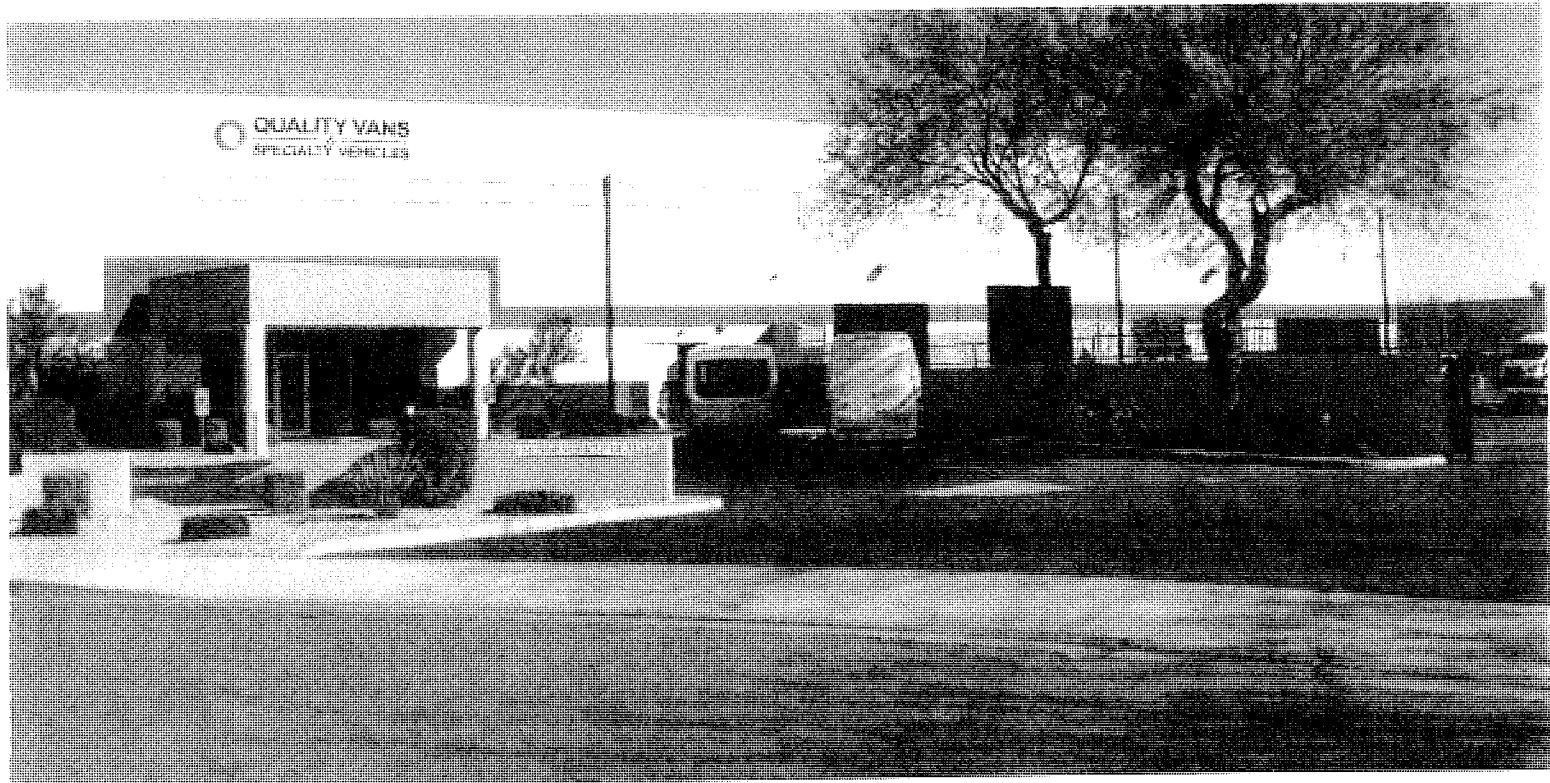
Thomas Ragland  
Sales & Estimating  
Quality Vans & Specialty Vehicles (QVSV)  
2113 W 7<sup>th</sup> Street Tempe, AZ 85281  
O (480) 464-7007 | F (480) 464-5999  
[thomas@qualityvans.com](mailto:thomas@qualityvans.com) [www.qualityvans.com](http://www.qualityvans.com)

### Customer Acceptance:

Customer Signature

Date

**QUALITY VANS**  
SPECIALTY VEHICLES



**Quality  
Craftsmanship**



**Customer  
Satisfaction**



**Durable &  
Sustainable**

## **Plumas County Sheriff's Office ADA Prisoner Transport**

Proposal Submitted by: J.A.R. Capital Group, Inc.  
dba: Quality Vans & Specialty Vehicles

Point of Contact: Thomas Ragland – Sales & Estimating  
Email: [thomas@qualityvans.com](mailto:thomas@qualityvans.com) | Phone: 480-464-7007 | Fax: 480-464-5999

Quality Vans & Specialty Vehicles  
2113 W. 7th St., Tempe, AZ 85281

**[sales@qualityvans.com](mailto:sales@qualityvans.com) | 480.464.7007**

[qualityvans.com](http://qualityvans.com)



May 17, 2021

Rev 1. April 15, 2022

Rev 2 June 10, 2022

Plumas County Sheriff's Office  
Attn: Steve Clark  
[sclark@pcso.net](mailto:sclark@pcso.net)  
530-394-7822

Re: ADA Prisoner Transport

J.A.R. Capital Group, Inc. (dba Quality Vans & Specialty Vehicles) is pleased to present our response to your invitation for bids on the ADA Prisoner Transport with your provided specifications. Enclosed is our proposal for your review.

Quality Vans & Specialty Vehicles has been in business since 1974. We are highly experienced in the design and manufacture of specialty vehicles for all types of uses including law enforcement, federal agencies, medical facilities, municipal agencies and commercial applications. We maintain a staff RVIA certified technician and AWS certified structural welders. Our employees have extensive experience in all facets of the specialty vehicle manufacturing business, and we have an outstanding reputation for delivering rugged, quality-built vehicles at exceptional value. We are a registered vendor on the Federal SAM site with CAGE Code #6TWF5 and DUNNS #078693888. In addition, we are GSA Contract holders on a MAS Consolidated contract #GS-30F-010GA.

We operate out of a modern and fully equipped manufacturing facility in Tempe, Arizona. Our facility is conveniently located just ten (10) minutes from Phoenix's Sky Harbor International Airport. You are encouraged to visit our web site at [www.qualityvans.com](http://www.qualityvans.com) to see some examples of the different types of vehicles we have delivered. We look forward to working with your team to build your ADA Prisoner Transport which will provide years of service.

Please contact us if you have any questions or if we may provide further assistance.

Best regards,



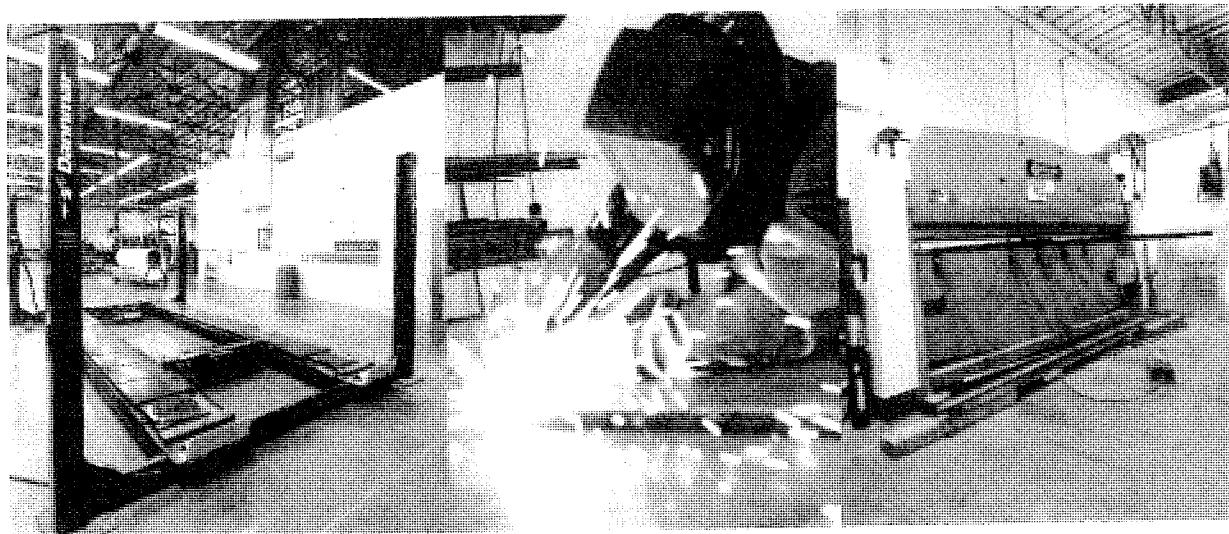
Thomas Ragland  
Director of Sales & Operations  
Quality Vans & Specialty Vehicles (QVSV)  
2113 W 7<sup>th</sup> Street Tempe, AZ 85281  
O (480) 464-7007 | F (480) 464-5999  
[thomas@qualityvans.com](mailto:thomas@qualityvans.com) [www.qualityvans.com](http://www.qualityvans.com)  
CAGE Code 6TWF5 GSA MAS Consolidated #GS-30F-010GA



## FACILITY



Modern 29,000 Sq/Ft of Manufacturing Space



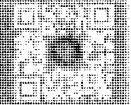
12,000lb lift

TIG/MIG

Bend/Form



Secure Vehicle Storage Area



**Ford Transit 350 Mid roof 148" WB AWD Color White**

**CAPACITIES/DIMENSIONS:**

- 1.1.1. Wheelbase – 148"
- 1.1.2. GVWR – Min. 9500 lbs.
- 1.1.3. Payload – 3500 lbs.
- 1.1.4. Cargo Height - Approx. 72" interior.
- 1.1.5. Fuel Tank Capacity – Min. 25 gal.

**1.2. ENGINE:**

- 1.2.1. Type – Gasoline.
- 1.2.2. Size – Min. 3.5L EcoBoost
- 1.2.3. Horse Power – Approx. 310 @ 6500 RPM.
- 1.2.4. Engine Torque – Approx. 400 FT LB @ 4000 RPM.

**1.3. TRANSMISSION:**

- 1.3.1. Type – Automatic
- 1.3.2. Speeds – Min. four (4) with overdrive.
- 1.3.3. Shift Control – Electronic.
- 1.3.4. Oil Cooler – Heavy-duty system designed for high ambient temperature operation.

**1.4. STEERING:**

Power assist with tilt steering wheel.

**1.5. BODY:**

Shall be a long length (not extended length) cargo design with a med-height roof.

**1.6. INSULATION:**

One (1) inch of polyurethane insulation shall be sprayed on the complete underside of the wheel wells and rear interior cargo area, except the floor, support ribs shall be left exposed so that the interior lining can be installed. Polyurethane foam insulation shall be applied in a smooth even layer.

**1.7. ELECTRICAL:**

- 1.7.1. Volts - 12
- 1.7.2. Alternator – Min. output 150 amps.
- 1.7.3. Batteries – Heavy-duty maintenance free type with adequate cold crank capacity to start the engine with ambient temperature at 0°F.
- 1.7.4. Gauges and Instruments - Engine water temperature, oil pressure, fuel and voltmeter.
- 1.7.5. Lighting – Mfr.'s standard, shall include overhead dome lights, front and rear. Rear dome light shall have a prisoner safe protective screen installed.
- 1.7.6. Radio – AM/FM stereo, factory installed.

**1.8. AIR CONDITIONING/HEATER:**

Aftermarket, ceiling mount 29,000 BTU or better evaporator plumbed to vehicles compressor.

**1.9. GLASS:**

All, glass shall be darkest legal tint.

**1.10. MIRRORS:**

Dual, outside rear-view mirrors below eye line.

**1.11. DOORS:**

- 1.11.1. Side Cargo - Double opening preferred sliding if not available (no windows). Opening height shall be a minimum of 63 inches high
- 1.11.2. Rear Cargo - Double opening (no windows). Opening height shall be a minimum of 63" inches high.

**1.12. SEATING:**

- 1.12.1. Type - High-back buckets
- 1.12.2. Covering - Heavy-duty cloth covered.
- 1.12.3. Color - Gray.

**1.13. BRAKES:**

Heavy-duty four-wheel anti-lock system with non-asbestos lining.

**1.14. TIRES & WHEELS: (As specified or pre-approved size)**

Five (5) (like) manufactures standard radial tires, tubeless with five (5) (like) factory standard steel disc wheels per tires specified. Spare, loose.

**1.15. PARTITIONS/SEATS/LINING/FLOOR:**
**1.15.1. Construction Materials:**

- 1.15.1.1. Partitions - Square tubing 1" .083 gauge expanded metal 1/2" 13 flat.
- 1.15.1.2. Doors - Square tubing 1" .083 gauge expanded metal 1/2" 13 flat.
- 1.15.1.3. Door Latches - Flat Bar Stock, 3/8" x 1".
- 1.15.1.4. Interior Lining - Aluminum sheeting on van walls (not cages) minimum thickness .050"
- 1.15.1.5. Bench Seats - Steel sheeting, 14-gauge, square tubing 2" .083 gauge.
- 1.15.1.6. Hinges - Heavy duty steel.
- 1.15.1.7. Locks - Double cylinder dead bolts shall be installed with special one-way type screws.
- 1.15.1.8. Floor Covering Rear Area - Spray applied polyurethane, minimum 1/16" thick, color black.
- 1.15.1.9. Rear Step - Square tubing 2", flat steel 1/8", angle iron 2" x 2", steel diamond plate.
- 1.15.1.10. Side/Rear Door Padlock Brackets - Angle iron 2" x 2".

**1.15.2. Partitions:**

- 1.15.2.1. Front Partition – Starts from the floor to the interior roof and from the right interior to the left interior walls. The bottom section shall be a 14-gauge metal, with vertical supports every 14 1/2". The top half shall be expanded metal Etched 3/16 poly carbonate installed over the expanded metal, on the front side of this partition.
- 1.15.2.2. Center Partition – Installed from the floor to the interior roof and from the right interior to the left interior walls. The bottom section shall be 28" high with vertical supports every 14 1/2", the top section shall have two escape doors 22" x 24" shall be installed in the top center section, hinged at the center, dead bolt type locks, door to open either direction.
- 1.15.2.3. Rear Area Center Divider Partition - Installed from the floor to the interior roof and connected to the front center and rear partitions, with vertical supports every 14". Partition shall be lined with .050 aluminum installed with 3/16" steel button head pop rivets.
- 1.15.2.4. Rear Door/Partition - Installed from the floor to the interior roof and from the right interior to the left interior walls. Shall have two (2) 25" wide, 42" high doors, with centered vertical and horizontal supports, hinged at the center, three-point latch mechanisms with 24" spread, padlock latch.
- 1.15.2.5. Construction - All partitions shall be designed and constructed such that all maintenance items such as the AC, heater, lights etc. are easily accessible. Panels,

covers etc. that are easy to remove shall be provided where access is necessary. Partition shall be designed such that they are easily bolted together to form the individual prisoner cages. Filler panels for the front and center partitions shall be designed and constructed to fit the contour of van walls, riveted to each end of the partitions in such a way that they can be easily removed. Framework for partition and doors shall have full penetrating welds at every joint. Expanded metal to have full penetrating welds at every contracting surface, approximately every 1/2" to 1" depending on metal positioning. Bottom section of front partition shall be covered with 16-gauge sheet metal, tack welded every 3". Heavy-duty steel hinges to be welded on. Door latch brackets shall be constructed of the same material as latch mechanisms. Bolts with self-locking nuts shall be used at all partition to partition connecting points, 3/16" steel pop rivets to be used to attach partition to van body. A small amount of silicon sealer shall be applied to each contacting point at the time of assembly eliminating all rattles and squeaks. Left side of front partition where it contacts side wall shall be sealed with silicon sealer upward 12", making a waterproof corner.

**1.15.3. Bench Seats:**

- 1.15.3.1. Front Compartment Benches - 14" wide, 44" long, fold down design, one installed across the van parallel to the front partition and one installed parallel with the center partition. The seats shall not interfere with the wheelchair restraint system, when in the fold down position, when not in use.
- 1.15.3.2. Rear Compartment Benches - Two (2), overall dimension 14" wide, 64" long, one (1) in each compartment, positioned parallel with outside wall directly rearward of center partition.
- 1.15.3.3. Construction - Full penetrating weld at all joints, non-skid seating surface, anchored to the floor.
- 1.15.3.4. Interior Lining: The complete rear interior roof and side walls shall be lined with minimum .050" aluminum sheet metal, installed with 3/16" steel button head pop rivets, all joints shall be sealed with silicon and completely water proof so entire unit can be hosed out if necessary.
- 1.15.3.5. Floor Coating: Black polyurethane coating, minimum 1/16" thickness shall be applied to the entire rear floor area extending a minimum over the bench tops and front partition. Coating shall be applied such that all components installed on the floor shall be completely sealed so that water or other liquids will not be trapped under the bench seats or other components.
- 1.15.3.6. Padlock Brackets, Side and Rear Door: Overall dimensions, 2" x 2" x 1/8" x 2" installed on each door providing a means for padlocking side and rear doors. Brackets to be attached to doors with 3/16" steel pop rivets using a small amount of silicon sealer on the contacting surfaces at the time of assembly. See drawings.

**1.16. REAR STEP:**

Overall dimensions, 12" length, 42" width, 14" high side supports, full penetrating welds at all joints, raised side of diamond plate covered shall be turned up bracing from bottom edge of step to main frame of vehicle.

**1.17. LOAD LIGHTS:**

- 1.17.1. Type - Recessed, 4" dia, heavy-duty.
- 1.17.2. Make - Maxima M66350
- 1.17.3. Quantity - 4
- 1.17.4. Location - One light installed in each of the side and rear doors, positioned such in the lower center portion of doors that the entire load area will be adequately lighted.



**1.18. WHEELCHAIR LIFT / RESTRAINT SYSTEM:** Meet ADA requirements

1.18.1. Lift Assembly

1.18.1.1. Type - Electric over hydraulic, fully automatic.

1.18.1.2. Make/Model - BRAUN, Commercial ADA Approved. 32" X 44" usable platform, or equal.

1.18.1.3. Location - Right side door opening.

1.18.2. Restraint System:

1.18.2.1. Make/Model - Q straint max or equal.

1.18.2.2. Quantity - Complete system for one wheelchair and occupant.

1.18.2.3. Type - 4-Point wheelchair tie-down and occupant restraint system shall be furnished including a lap belt and shoulder restraint.

1.18.2.4. Restraint Anchoring Floor slide and click pucks I, installed directly rearward of front partition and directly in front of center partition.

**1.19. PAINT:**

Manufacturers standard paint, interior color powder coated white or black.

**1.20. KEYS:**

Each unit shall have four (4) sets of keys with rings, tags and be properly identified.

**1.21. GENERAL:**

Electrical wiring installed by the dealer or sub-contractor shall follow standard vehicle manufacturer's procedures, including color coding, conduit, nylon ties, grommets (sealed type) for holes in metal, any opening made in the cab shall be sealed to prevent fumes from entering. Wiring shall not be routed across the engine or any other major component. Circuit breakers or ATO fuses in sealed receptacles as appropriate for accessory installed. Electric power supply to be picked up at the vehicle manufacturers provided accessory terminals such as Ford's Power Distribution Center.

**Additional Added Equipment**

- 4 camera system w/cameras and DVR to monitor transport area
- 12 sets of seatbelts
- Additional Quoted:
  - HEPA air filtration unit.
  - 12v
  - Mounts to ceiling w/cage surround
  - Airflow: 140 CFM
  - Dual fan blower
  - HEPA Max filter 3.56" thick

## Qualifications and Experience

### Statement of Qualifications

Our primary line of business is the design and manufacture of specialty vehicles for all types of uses including law enforcement, federal agencies, medical facilities, commercial enterprises, and municipal agencies. We supply law enforcement with mobile command centers, mobile operation centers, DUI units, SWAT vans, EOD vehicles, hazmat response, counter drug vans, interoperability and communications vehicles, prisoner transport vehicles, hostage negotiation units, and more. Each unit is specifically designed and fabricated to meet the client's exact needs and specifications as well as provide a versatile vehicle that is adaptable and updatable for years of reliable service. We are experienced building on numerous platforms and have earned Daimler's Master Upfitter Status. Our current team is comprised of 21 production and management staff members. Our production team of 13 fulltime employees have skill sets ranging from metal fabrication, custom cabinet craftsmanship, and electronics/installation. These core competencies allow us to constantly expand our product base to meet the growing market for mobile solutions.

### Office Location

Quality Vans & Specialty Vehicles is headquartered in Arizona with an office and modern manufacturing facility in Tempe. Our facility is conveniently located just ten (10) minutes from Phoenix's Sky Harbor International Airport. We welcome you to schedule an appointment to join us for a site visit.

Address: 2113 W. 7<sup>th</sup> Street  
Tempe, AZ 85281

### Firm Structure

J.A.R. Capital Group, Inc. dba Quality Vans & Specialty Vehicles is a privately owned and operated S-Corporation under current ownership and management since November 2012. Quality Vans & Specialty Vehicles has been an Arizona company since 1974.

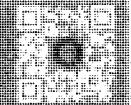
### Ownership and Key Personnel Information

#### **Vicki Reber, President**

Vicki's background ranges from administrative operations, sales, and accounting. She has had small business experience since 2001. Her responsibilities include maintaining financial and accounting systems, identifying personnel, and tracking equipment and facility resources needed to accomplish company objectives. Vicki works with production manager to set production, purchasing, and delivery schedules. She has hiring and firing responsibility and also negotiates lease and purchase agreements.

#### **Doug Reber, Vice President**

Doug has been a small business owner since 1993. He has over 20 years of experience in the wholesale distribution industry, with the first ten years in the electrical distribution field. He oversees the daily financial operation of QVSV, identifies and communicates corporate mission, and performs contract administrations.



### **Dave Rabuck, Sales Manager**

Dave has been working in sales of specialty vehicles since 1995. He oversees all company sales and sales personnel, establishes pricing, and administers company GSA contract schedule. He works together with customers, investigating their needs and finding solutions for their custom trailer specifications and budget.

### **Thomas Ragland, Director of Sales & Operations**

Tom has had a background in sales since 2001. With his past experience coming up through all aspects of production, he is an integral part of the company's sales and marketing team.

### **Jim Nossett, Director of Production & Procurement**

Jim has had professional experience in the repair and manufacturing of all types of Specialty Vehicles since 1983. He has an associate degree in Cabinet and Millwork, Certified RVIA (Recreation Vehicle Industry Association) Technician and Braun Certified. Jim has an eye for detail and an innovative approach to specialty vehicle manufacturing. He has an unmatched ability to anticipate and exceed the customer's needs and is known for his problem-solving abilities, excellent customer communication, and inventive solutions. He faces obstacles head on and has a creative mind.

### **Lee Miller, Purchasing Manager**

Lee has had experience in recreational, automotive, and specialty vehicle parts research and purchasing since 1986. He has worked with a wide variety of manufacturers and suppliers in the recreational vehicle, automotive, handicap, and industrial fields. His responsibilities include materials research, product requisition, issue purchase orders, receive inventory, schedule appointments, and customer service. He also works in accounts payable and accounts receivable.

### **Experience**

Quality Vans & Specialty Vehicles started business in 1974. Since 2004 we have designed and built numerous medical, municipal, police, and emergency related vehicles. The types of vehicles we have built range from health screening, maternity testing, and recycling education to public safety vehicles such as Prisoner Transport, SWAT Team, Explosive Ordnance Disposal Trucks, DUI Enforcement/Testing, Mobile Command and Covert Surveillance Vehicles. We have built units on an array of bases including vans, trailers, box trucks, cab chassis, motor homes, and motor coaches.

We design the vehicle's internal layout and preferred specifications based on an approved CAD illustration. From there, we begin building and upfitting the custom vehicle. We install generators, air conditioning, electrical, plumbing, cabinets, and customer specified unique equipment. All our cabinets are built in house in our cabinet shop and all the metal fabrication is done in house in our metal fabrication shop. We use formaldehyde free plywood inside all our units so that each one is environmentally friendly and a safe workplace.

We maintain a staff of RVIA certified technicians and AWS certified structural welders. Our employees have extensive experience in all facets of the specialty vehicle manufacturing business, and we enjoy an outstanding reputation for delivering rugged, quality-built vehicles at exceptional value.



Quality Vans & Specialty Vehicles is a certified Mercedes Benz Master Upfitter and we are a registered vendor on the Federal SAM site with CAGE Code # 6TWF5 and DUNNS # 078693888. In addition, we are a GSA Contract holder on MAS Award Schedule 23v contract # GS-30F-010GA.

If references or evidence of qualifications are required, please contact us.

### Warranty

#### Warranty Offered

1. All conversion work performed by Quality Vans & Specialty Vehicles is warranted for one (1) year or 12,000 miles. Questions regarding specific warranty claims should be directed to Quality Vans & Specialty Vehicles. All warranty work and service for upfit can be arranged by calling Quality Vans & Specialty Vehicles at (480) 464-7007.
2. All equipment, major components, and sub-assemblies (such as emergency lighting, generators, air conditioners, computers, etc.) installed on the vehicle or purchased with the vehicle, shall be covered by the warranty of the manufacturer of such equipment or component.

### Pricing Section

	Qty	Price
ADA Prisoner Transport	1	\$116,380.00

- Items with pricing listed in the Additional Options Section are not included in the Pricing Section total of this quotation listed above.
- **All pricing does not include any applicable Sales Tax or Vehicle Licensing.**
- Shipping cost is included to Quincy, CA 95971
- Cancelation fees may be applicable if the project is canceled following the start of the project and/or acceptance of a signed SOW.
- All potential manufacturer rebates are retained by Quality Vans & Specialty Vehicles.
- This quote is valid for 30 days from date listed above.
- Due to the Ford order bank being closed, pricing subject to change on the Ford Transit and will be advised at time of order.

### Project Scheduling

Production time to build the quoted unit is 70-95 days from the receipt of van from Ford. The Ford order bank is currently closed and due to open back up in May 2022 with an expected delivery time of January to February of 2023 for the 2023 model year. Delays by Ford or any other manufacturer are not the responsibility of Quality Vans & Specialty Vehicles and will be advised to the customer as notified by manufacturer.

The start date for the purpose of scheduling your project on our Production Line shall be dependent on the following items:

- QVSV receipt of your signed purchase order, contract or signed QVSV proposal.
- All initial design details and questions answered between customer and QVSV.
- Receipt of any deposits required by the QVSV proposal.
- Delays by customer impacting delivery schedule.\*\*
- Notification of date that vehicle chassis is scheduled for delivery to QVSV's facility in Tempe, AZ.

### Payment Terms

Properly executed city/state/federal standard form contract or purchase order (PO) with Net 30 terms.

\*\* If the project is delayed by customer, then Quality Vans & Specialty Vehicles reserves the right to request progress payments for work completed at time of progress invoice.



## Acceptance

May 17, 2021  
Rev 1. April 15, 2022  
Rev 2 June 10, 2022

Plumas County Sheriff's Office  
Attn: Steve Clark  
[sclark@pcso.net](mailto:sclark@pcso.net)  
530-394-7822

Re: ADA Prisoner Transport

Thank you for the opportunity to bid on your ADA Prisoner Transport project. By accepting our proposal, we guarantee you are choosing the best team for the job. We take pride in our high level of customer service and our lines of communication are always open. If we are the successful bidder for your project and you wish to accept our offer, please provide us with one of the following: 1) your signed purchase order; 2) a signed contract from your organization; or 3) sign below and return to our office.

We look forward to working with you in the very near future. Please contact us if we may provide any further assistance.

Best regards,



Thomas Ragland  
Director of Sales & Operations  
Quality Vans & Specialty Vehicles (QVSV)  
2113 W 7<sup>th</sup> Street Tempe, AZ 85281  
O (480) 464-7007 | F (480) 464-5999  
[thomas@qualityvans.com](mailto:thomas@qualityvans.com) [www.qualityvans.com](http://www.qualityvans.com)  
CAGE Code 6TWF5 GSA MAS Consolidated #GS-30F-010GA

### Customer Acceptance:

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*Customer Signature*

---

*Date*

**GENERAL SERVICES ADMINISTRATION**  
**Federal Supply Service**  
**Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*<sup>®</sup>, a menu-driven database system. The INTERNET address *GSA Advantage!*<sup>®</sup> is: GSAAdvantage.gov.

**Multiple Award Schedule**

FSC Group: **Transportation and Logistics Services Category**

FSC Class: **Motor Vehicles (non-Combat)**

Contract number: **GS-30F-010GA**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at [GSA.gov](http://GSA.gov).

Contract period: January 19, 2017 through January 18, 2027

J.A.R. Capital Group, Inc.  
DBA Quality Vans & Specialty Vehicles  
2113 W 7th St  
Tempe, AZ, 85281-7227  
Telephone: 480-464-7007  
Fax: 480-464-5999  
[www.qualityvans.com](http://www.qualityvans.com)

Contract administration source  
Doug Reber

Business size: Women Owned Small Business (EDWOSB)

Pricelist current through Modification: PS-0031 effective: March 22, 2022

Prices Shown Herein are Net (discount deducted)

## CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	Recovery	SIN Title
3361	3361RC	Law Enforcement and Fire Fighting Vehicles and Attachments
3361V	3361VRC	Vocational Vehicles
3363	3363RC	Upfitting of Government-owned Emergency Response Vehicles to Provide Turn-key Solutions

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

SIN	Part#	GSA Price
3361V	QVSV-MC3100	\$29,919.45
3361	QVSV-OP-PTSB	\$149.62

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

Please see page 5 for Services Provided: Upfitting

2. Maximum order: **\$2,000,000**

3. Minimum order: **\$100**

4. Geographic coverage (delivery area).

**CONUS, AK, PR, HI**

5. Point(s) of production (city, county, and State or foreign country). **United States**

6. Discount from list prices or statement of net price. Prices listed are net, discounts have been deducted and the industrial funding fee has been added.

7. Quantity discounts.

**Units 4-6 1%, 7-9 2%, 10+ 3%**

8. Prompt payment terms. Net 30, Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). **Not Applicable**

10a. Time of delivery. (Contractor insert number of days.) **180 - 240 Days ARO**

10b. Expedited Delivery. **Items available for expedited delivery are noted in this price list. Contact Contractor**

10c. Overnight and 2-day delivery. **Contact Contractor**

10d. Urgent Requirements. **Contact Contractor**

11. F.O.B. point(s). **Origin**

12a. Ordering address(es). **J.A.R. CAPITAL GROUP, INC.**

**2113 W 7TH ST  
TEMPE, AZ 85281-7227**

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es). **Same as Ordering Address**

14. Warranty provision. Quality Vans & Specialty Vehicles warrants all conversion work to the original purchaser ("Owner") those upfit components of the vehicle shall be free from substantial defects in materials and workmanship only attributable to Quality Vans & Specialty Vehicles

("Warrantor") that materially impair the value of the vehicle which arise under normal use, maintenance and service for a period of twelve (12) months from the original delivery date or twelve thousand (12,000) miles, whichever comes first. All major components and sub- assemblies, such as emergency lighting, generators, air conditioners, computers, etc. are covered by the warranties of their respective manufacturers. Questions regarding specific warranty claims should be directed to Quality Vans & Specialty Vehicles.

The Owner's sole and exclusive remedy under this warranty shall be repair or replacement (at Quality Vans & Specialty Vehicles sole option) of the defective component by an authorized Quality Vans & Specialty Vehicles warranty facility. Owner shall bear all expenses arising out of or relating to transporting the product to the appropriate warranty service location designated by the Warrantor. If Warrantor or its authorized service facility fails to repair or replace any defective component within a reasonable time, then Warrantor shall be liable for the lesser of (i) the reasonable cost of repair or replacement by a third party or (ii) that part of the purchase price of the component that shall have been paid by the Owner to Warrantor, but the Owner shall not obtain repair or replacement by a third party without giving the Warrantor at least 15 days prior written notice, during which time the Warrantor (or its authorized service facility) may repair or replace the defective product.

This warranty shall be void and the Warrantor shall be relieved from any of all obligations hereunder, if:

Owner misuses or neglects the motor vehicle or the components, fails to provide reasonable and necessary maintenance, performs or has performed unauthorized alterations or modifications of the components.

The motor vehicle is sold or any of the components are removed or altered.

Owner fails to comply with the warranty registration requirements described above.

15. Export packing charges, if applicable. **Not Applicable**

16. Terms and conditions of rental, maintenance, and repair (if applicable). **Not Applicable**

17. Terms and conditions of installation (if applicable). **Not Applicable**

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **Not Applicable**

18b. Terms and conditions for any other services (if applicable). **Not Applicable**

19. List of service and distribution points (if applicable). **Not Applicable**

20. List of participating dealers (if applicable).

**Quality Vans & Specialty Trailers**

**3135 N. 29<sup>th</sup> Ave., Phoenix, AZ 85017**

**O (602) 254-7712**

**F (602) 254-7768**

**Email:** [info@qualityvans.com](mailto:info@qualityvans.com)

**EIN:** **46-1165155**

**DUNS:** **116840885**

**CAGE Code:** **88EU5**

21. Preventive maintenance (if applicable). **Not Applicable**

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). **Not Applicable**

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).  
**Not Applicable**

23. Data Universal Number System (DUNS) number. **078693888**

24. Notification regarding registration in System for Award Management (SAM) database. **Contractor registered and active in SAM**

## **Labor Category**

### **Services Provided: Upfitting**

Services include the following:

Vehicle conversions / modifications / vehicle wraps services. Modify any vehicle (existing or new) for specific organizational needs. Vehicles may require interior and/or exterior modifications per requirements. Upfitting service requests include the incorporation of generators, A/C & heating units, loudspeaker systems, lighting, cabinetry, countertops, storage boxes, jack systems, and electrical components.

Customer may provide an existing vehicle (cab, box, chassis, etc.) to Quality Vans for conversion services. It is the sole responsibility of the customer to ensure that the vehicle provided is sufficient for conversion (as per vehicle GCWR / GVWR / etc.). The customer shall submit detailed layout plans to Quality Vans upon issuing an order for conversion services. The layout plans shall account for all items as may be ordered.

### **Service Contract Labor Standards Matrix:**

SCA/SCLS Matrix		
SCLS Eligible Contract Labor Category/ Fixed Price Service	SCLS Equivalent Code Title	WD Number
Motor Vehicle Mechanic	05190 (Arizona)	\$94.76/Hour ((on-site & off-site)

The Service Contract Labor Standards, formerly the Service Contract Act (SCA), apply to this contract and it includes SCLS applicable labor categories. Labor categories and fixed price services marked with a (\*\*) in this pricelist are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCLS/SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e., nationwide).