

(APPROVING THE APPLICANT TO ENTER INTO A LAND-USE CONTRACT WITH THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OVER-SNOW VEHICLE PROGRAM GRANT FUNDS)

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division of the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds, including funds within the Over Snow Vehicle Program; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby:

1. Approves the filing of an Application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints Robert Perreault, Director of Public Works, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project, subject to the terms and conditions of the Plumas County Purchasing Policy and other applicable County policies and procedures.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of November 2017, by the following vote:

AYES: SUPERVISORS: ENGEL, THRALL, GOSS, SANCHEZ, SIMPSON

NOES: SUPERVISORS: NONE

ABSTAIN/ABSENT: SUPERVISORS: NONE


Chair of the Board of Supervisors

ATTEST:


Clerk of the Board of Supervisors

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)(CA ST PKS, EXCEL 6/1/2016)

AGREEMENT NUMBER

C17V0046

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Parks and Recreation

CONTRACTOR'S NAME

Plumas County, Department of Public Works

2. The term of this Agreement is: from written notice to proceed through 9/30/2020

3. The maximum amount of this Agreement is: \$ 301,500.00
Three Hundred One Thousand Five Hundred Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work	1 page
Exhibit A, Attachment 1 - Description of Services	1 page
Exhibit A, Attachment 2 * - "Over Snow Vehicle (OSV) Program: Environmental Impact Report (EIR)" - December 2010, Department of Parks and Recreation, OHMVR Division.	
Exhibit B - Budget Detail and Payment Provisions	1 page
Exhibit B, Attachment 1 - Cost Breakdown	1 page
Exhibit B, Attachment 2 - Billing Procedures	1 page
Exhibit B, Attachment 3 - Snow Grooming Payment Request	1 page
Exhibit C * - General Terms and Conditions	GTC 610

Check mark one item below as Exhibit D:

- ☒ Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement) 2 pages
- ☐ Exhibit D * - Special Terms and Conditions

Exhibit E - Additional Provisions

1 page

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents are available for viewing online at: www.ols.dgs.ca.gov/Standard+Language
ohv.parks.ca.gov/?page_id=26379

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR

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

Plumas County, Department of Public Works

BY (Authorized Signature)

DATE SIGNED (Do not type)

OCT 5 2017

PRINTED NAME AND TITLE OF PERSON SIGNING

ROBERT A. PERREAULT JR.
DIRECTOR OF PUBLIC WORKS

Approved as to form:

ADDRESS

1834 East Main St.
Quincy, CA 95971Gretchen Stuhr
Deputy Plumas County Counsel

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kristal C. Simpson, SSM III - Business Management Services

ADDRESS

1725 23rd St., Ste. 200
Sacramento, CA 95816California Department of General
Services Use Only☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) plowing and sanding services as described herein:

Contractor shall provide all tools, equipment, and labor necessary to perform winter trail and trailhead services in accordance with specifications outlined in Exhibit A, Exhibit B, and all corresponding Attachments.

All services will be provided in accordance with Exhibit A, Attachment 2, *OSV Program: EIR*, which is incorporated by reference as if attached hereto.

2. The services shall be performed at:
Bucks Summit, Big Creek, La Porte, Gold Lake, and Chester-Lake Almanor OSV Trailheads.
3. The services shall be provided during:
Normal working hours, Sunday through Saturday.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation OHMVR Division Headquarters	Contractor:	Plumas County
Section/Unit:	Over Snow Vehicle Program	Section/Unit:	Department of Public Works
Attention:	Brian Robertson	Attention:	Damien Frank
Address:	1725 23rd St., Ste. 200	Address:	1834 East Main Street
City/State/Zip Code:	Sacramento, CA 95816	City/State/Zip Code:	Quincy, California 95971
Phone:	(916) 324-4442	Phone:	530-283-6490
Fax:	(916) 324-1612	Fax:	530-283-6323
E-mail Address:	brian.robertson2@parks.ca.gov	E-mail Address:	DamienFrank@countyofplumas.com

**EXHIBIT A,
ATTACHMENT 1
DESCRIPTION OF SERVICES**

Snow Removal: Snow plowing, blowing, and sanding services as required on five (5) trailheads, and as necessary for safe travel to and from these trailheads. All entries to buildings, dumpster enclosures, fire lanes, public sidewalks, and walkways must be free of accumulated snow and ice.

Miscellaneous Costs: Approved miscellaneous costs may include only the following:

- Clearance of downed trees and/or limbs, only when: 1) they present an immediate hazard to the safe usage of the facilities; or 2) are damaged by extreme wind and/or snow accumulation; or 3) are obstructing the passage of plowing equipment.
- Wooden stakes.
- Pre-season installation and post-season removal of signs associated with the OSV trails and trailheads. These may include:
 - Directional markers
 - Reassurance markers.
 - Fiberglass delineators.
 - Regulatory signs.
 - Safety information.

Costs Subject to Approval: All costs not listed above require the advance written approval of the PM or his/her designee. Costs submitted without written approval may not be considered for reimbursement.

Excluded Costs: DPR will not be responsible for costs associated with the following:

- Replacement of damaged, lost, or stolen tools.
- Repairs to existing facilities such as groomer sheds, warming huts, or restrooms.
- Repairs, modifications, and accessories associated with OSVs.
- Administrative costs.

Amendments: This agreement may be amended with mutual consent of the parties hereto. This agreement may be amended to extend the term and add funds, at the same rates, in the event that unforeseen circumstances require additional services.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in _____ Cost Breakdown _____, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Department of Parks and Recreation
OHMVR Division
Winter Recreation Program
1725 23rd St., Ste. 200
Sacramento, California 95816

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

Exhibit B
Attachment 1
Cost Breakdown

Snow Removal/Plowing

Lassen National Forest			
Location	Hours	Rate	Cost
Chester-Almanor	110	\$150.00	\$16,500.00
<i>Total</i>			\$16,500.00
Plumas National Forest			
Location	Hours	Rate	Cost
Bucks Summit	110	\$150.00	\$16,500.00
Big Creek	110	\$150.00	\$16,500.00
La Porte	110	\$150.00	\$16,500.00
Gold Lake	110	\$150.00	\$16,500.00
<i>Total</i>			\$66,000.00
Access Roads			
Miles	Hours	Rate	Cost
11.75	144	\$125.00	\$18,000.00
<i>Total</i>			\$18,000.00
Seasonal Allocation			\$100,500.00

Contract Summary	
Season	Allocation
2017/18	\$100,500.00
2018/19	\$100,500.00
2019/20	\$100,500.00

Total Allocation \$301,500.00

**EXHIBIT B,
ATTACHMENT 2
BILLING PROCEDURES**

Bills Submitted for Payment

All bills submitted for payment must include the following:

- ***Bill for Collection*** issued on Contractor's letterhead.
- Properly completed ***Snow Grooming Payment Request***, marked Exhibit B, Attachment 3.
- ***Transaction Register*** detailing all charges included in the bill.
 - Total must match the total amount due on the bill. If this is not possible, Contractor must clearly indicate which charges are included in the bill.

Back-up documentation (e.g., merchant invoice, register receipt, etc.) to support each purchase and/or subcontractor service listed on the *Transaction Register*.

- Documentation must be fully itemized with all charges listed, including the cost of each item, sales tax, shipping, and other miscellaneous costs.
- The total amount paid/due on the documentation must match the total amount listed on the *Transaction Register*.
- If a single transaction includes multiple items, Contractor must clearly indicate which items are included in the bill.
- **Advance written approval** for all transactions not identified in the contract scope.
 - All costs not included in **Exhibit A, Attachment 1** require the advance written approval of the PM or his/her designee. Costs submitted without written approval may not be considered for reimbursement.

Right to Audit

DPR reserves the right to audit all records pertaining to this Contract, including but not limited to records maintained by the Contractor, subcontractors, agents, independent contractors, and vendors.

**EXHIBIT B,
ATTACHMENT 3**

California Department of Parks and Recreation
Off-Highway Motor Vehicle Recreation Division

SNOW GROOMING PAYMENT REQUEST	
Contractor Information	
DPR Contract #: _____ <small>C17VXXXX</small>	Invoice/Bill #: _____ <small>from Invoice/Bill</small>
Contractor: _____ <small>Forest or County</small>	Date: _____ <small>Date on Bill</small>
Address: _____ <small>Street City/State Zip</small>	
Contact Person: _____ <small>Name/Title</small>	Phone: _____ <small>Direct Telephone Number</small>
Location(s) _____ <small>Trailheads/Trails Included in Invoice</small>	
Billable Expenses	
Grooming Services:	
Plowing Services:	
Restroom Maintenance:	
Refuse Service:	
Cleaning Supplies:	
State-Owned Tractor:	
Trail Markers/Signs:	
Volunteer Mileage:	
MMRP Monitoring:	
Miscellaneous Expenses:	
Total Billable Expenses:	
Additional Information	
Comments: _____ _____ _____ _____ _____ _____ _____ _____	
Approval	
<i>I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</i>	
Signature: _____ <small>Signature of Approver</small>	Date: _____ <small>Date Signed</small>
Name: _____ <small>Name of Approver</small>	Title: _____ <small>Title of Approver</small>

Revised: 9/1/2017

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

Plumas County,
Contractor's Name: Department of Public Works
Agreement Number: C17V0046
Page: 2 of 2

5. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

**EXHIBIT E — PUBLIC ENTITY
(Standard Agreement)**

ADDITIONAL PROVISIONS

Student/Graduate Student Assistants

1. Notwithstanding any other provision of law to the contrary, no student employed pursuant to this agreement will accrue State civil service status nor be employed for more than 194 days in the 365 days following the initial date of employment. Students will not cause the displacement of civil service employees. Students are not to perform work that would normally be assigned to permanent, full-time State civil service employees, and due consideration shall be given to affirmative action in and when hiring students.
2. Students may be permitted by State to operate State owned vehicles or equipment when required in the normal course of carrying out their work assignments under this agreement, provided that the following occurs:
 - a. Students who operate vehicles on official business must have a valid driver's license and a good driving record.
 - b. A copy of the student's driver records must be obtained from Department of Motor Vehicle prior to commencement of work.
 - c. Students under the age of 18 may not operate State vehicles under any circumstances.
 - d. Students who operate their private vehicle on official business must complete a STD. 261, Authorization to Use Privately Owned Vehicles on State Business.
 - e. Students who operate their own or State vehicles on official business must attend and successfully complete an approved defensive driver training course at least once every four years. Said course must be completed before student will be allowed to drive on official business.
 - f. Students must provide written proof of insurance.
3. Any/all students hired under the auspices of this agreement may be subject to a background check at the discretion of State.
4. Refusing to cooperate with the request(s) as noted above can be grounds for immediate dismissal from all assignments within State. In addition, State, at its sole discretion, may terminate any student assistant from his/her work assignment if State is displeased with any aspect of the student's work or work-related conduct.
5. It is the responsibility of State to instruct and inform all students of the aforementioned conditions at the time of hire.