



## **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

**AGENDA FOR REGULAR MEETING OF  
APRIL 12, 2022 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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

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

### **Live Stream of Meeting**

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

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

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

Brief announcements by, or brief reports on their activities by County Department Heads

## **ACTION AGENDA**

1. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright  
Report and update Dixie Fire Recovery efforts; receive report and discussion.

### **DIXIE FIRE COLLABORATIVE**

Report and update Dixie Fire Collaborative efforts; receive report and discussion.

## 2. **CONSENT AGENDA**

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

### A. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit for the Almanor Recreation and Park District for the 41<sup>st</sup> Annual Chester 4<sup>th</sup> of July Fun Run, to be held on July 4, 2022 from 9:00 A.M. – 9:30 A.M. **View Item**

### B. **BEHAVIORAL HEALTH**

- 1) Approve and authorize the County's Department Directors of Behavioral Health and Public Health to ratify and sign a Memorandum of Understanding (MOU), for the Youth prevention Program of Alcohol and other Drug programs within the County; for a term of 3 fiscal years from 07/01/2020 to 06/30/2023; not to exceed \$331,656.00; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to ratify and sign Agreement between Plumas County and BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital; for services related to treatment of addiction and psychiatric disorders; for term from 2021 to 2023; not to exceed \$80,000.00; approved as to form by County Counsel. **View Item**

### C. **CLERK RECORDER- ELECTIONS**

- 1) Accept corrected Plumas County election report for the California Gubernatorial Recall Election; Report presented on November 2, 2021 was corrected due to a clerical error. **View Item**
- 2) Approve and authorize the Chair to sign Equipment Lease Agreement and Addendum to Agreement between Plumas County Clerk Recorder and Ray Morgan Company, for the lease of copy machine; not to exceed \$298.63 per Quarter for a term of 5 years. Agreement has been approved as to form by County Counsel. **View Item**

### D. **FACILITY SERVICES**

- 1) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Smith Power Products, Inc., for generator repair and maintenance; not to exceed \$24,000.00; approved as to form by County Counsel. **View Item**
- 2) Approve and authorize the Chair to ratify and sign Agreement between Plumas County Facility Services and Plumas Sanitation, for septic pumping at the non-congregate shelter for Dixie Fire survivors located at 240 Greenville Wolf Creek Road, Greenville, CA; not to exceed \$100,000.00; approved as to form by County Counsel. **View Item**

### E. **FAIRGROUNDS**

Approve and ratify Agreement between Plumas County and Turf Star, Inc., for lawn mower repairs; not to exceed \$4,000.00; approved as to form by County Counsel. **View Item**

F. **SHERIFF**

Approve and authorize the Chair to sign Equipment Lease Agreement and Addendum to Agreement between Plumas County Sheriff's Office (PCSO) and Ray Morgan Company, for the lease of copy machines provided to the Sheriff's Office and Jail facilities; not to exceed \$955.20 per Quarter for a term of 5 years; approved as to form by County Counsel. **View Item**

G. **SOCIAL SERVICES**

Approve and authorize the Chair to sign Agreement between Plumas County Social Services and the Plumas Crisis Intervention and Resource Center, for housing support for homeless CalWorks recipients; not to exceed \$118,250.00 per year; approved as to form by County Counsel. **View Item**

3. **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; Beckwourth County Service Area; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District

**Convene as the Beckwourth County Service Area Governing Board**

A. **BECKWOURTH COUNTY SERVICE AREA** – John Mannle

- 1) Approve and authorize the Manager of the Beckwourth County Service Area (CSA) to sign planning grant funding agreement with the State Water Board for replacing sewer lift station, inflow/ infiltration study and associated sewer pond valves totaling \$397,425.00; approved as to form by County Counsel; discussion and possible action. **View Item**
- 2) Adopt **RESOLUTION** designating the Manager of the Beckwourth County Service Area to contract with the State Water Board, execute agreement and disburse funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote View Item**
- 3) Approve and authorize the Chair to sign MOU between Plumas County/ Beckwourth CSA and the Golden State Finance Authority for a \$100,000.00 loan to assist with cash flow for the Sewer Pump Station Replacement Design project; approved as to form by County Counsel; discussion and possible action. **View Item**

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

4. **DEPARTMENTAL MATTERS**

A. **ENVIRONMENTAL HEALTH** – Rob Robinette

Approve budget transfer of \$26,000.00 from 20550-51000 Regular Wages to 20550-521900 Professional Services, to continue funding of the CA Environmental Health Administrators (CAEHA) Environmental Health Support Contract; to continue to provide training to staff and field service support; discussion and possible action. **Roll call vote View Item**

B. **FACILITY SERVICES** – JD Moore

- 1) Authorize the Director of Facility Services to recruit, and fill vacant Extra Help position at Rogers Field (Chester Airport); discussion and possible action. **View Item**
- 2) Authorize the Director of Facility Services to recruit, and fill two (2) vacant Extra Help position within the Quincy Facility Services Department; discussion and possible action. **View Item**

C. **PLANNING** – Tracey Ferguson

Approve and authorize the Chair to sign Memorandum of Understanding to be a collaborator under the Plumas Emergency Forest Restoration Team (EFoRT); approved as to form by County Counsel; discussion and possible action. **View Item**

5. **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 May 10, 2022. **View Item**
- B. Adopt **RESOLUTION** to reorganize the Plumas County Administrative Office by adopting a new position allocation and job classifications to Revise the County Administrative Officer Job Description - Wage \$75.00; and New Job Description for Director of Risk Management and Safety – Wage \$45.00; discussion and possible action. **Roll call vote View Item**
- C. Introduce and waive the first reading of an **ORDINANCE** of Plumas County, State of California, amending Article 6, of Chapter 4, of Title 2 of the Plumas County Code relating to the County Administrative Office of County Administrator; discussion and possible action. **Roll call vote View Item**
- D. Adopt **RESOLUTION** declaring the scope of authority of the County Administrative Officer; discussion and possible action. **Roll call vote View Item**
- E. Authorize the Director of Human Resources to recruit and fill both funded and allocated positions; discussion and possible action.
- F. Report from DeAnne Blankenship with California Health Collaborative; Approve ARPA Grant fund revised recommendations; discussion and possible action. **View Item**
- G. Appoint Chris Spencer to the Planning Commission Board, representing District 1; discussion and possible action. **View Item**
- H. Correspondence
- I. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

6. **CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation; Greg Ellingson, Director of Information Technology
- B. Personnel: Public employee performance evaluation; Director of Child Support Services (Board Only)
- C. Personnel: Public employee performance evaluation; Director of Public Works (Board Only)
- D. Personnel: Public employee appointment or employment; County Administrator/ Risk Management
- E. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000

- F. Conference with Legal Counsel; Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Central Delta Water Agency, et al. V. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215
- G. Conference with Legal Counsel: Existing litigation – Price et al. v. County of Plumas et al., United States District Court for Eastern District of California, Case No. 2:20 - CV 00862-WBS-DMS, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)
- J. Conference with Legal Counsel: Existing litigation – BNSF Railway Company v, Alameda County, et al., United State District Court, Northern District of California, Case No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.
- K. 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

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, April 19, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California.



P.O. Box 325  
101 Meadowbrook Loop  
Chester, Ca. 96020  
530-258-2562  
[arpd01@frontier.com](mailto:arpd01@frontier.com)

March 31, 2022

Ms. Sherrie Thrall  
Plumas County Board of Supervisors  
520 Main Street Room 309  
Quincy, Ca 95971

Re: Almanor Recreation and Park District 4<sup>th</sup> of July Fun Run 2022

Dear Supervisor Thrall:

The Almanor Recreation and Park District (ARPD) is holding the 41<sup>st</sup> Annual Chester 4<sup>th</sup> of July Fun Run on the morning of July 4, 2022 starting at 9 a.m. in Chester, Ca. The event will start on the Collins Pine lawn and proceed one mile down Main Street to the finish at the Bidwell House. Main Street will be closed to traffic from 9:00 a.m. to 9:30 a.m.

ARPD respectfully requests that the Plumas County Board of Supervisors provide a letter of support for this event. The letter should acknowledge that the Plumas County Board of Supervisors has been notified of the above captioned event and the Board of Supervisors has no objection to issuance of an encroachment permit by Caltrans.

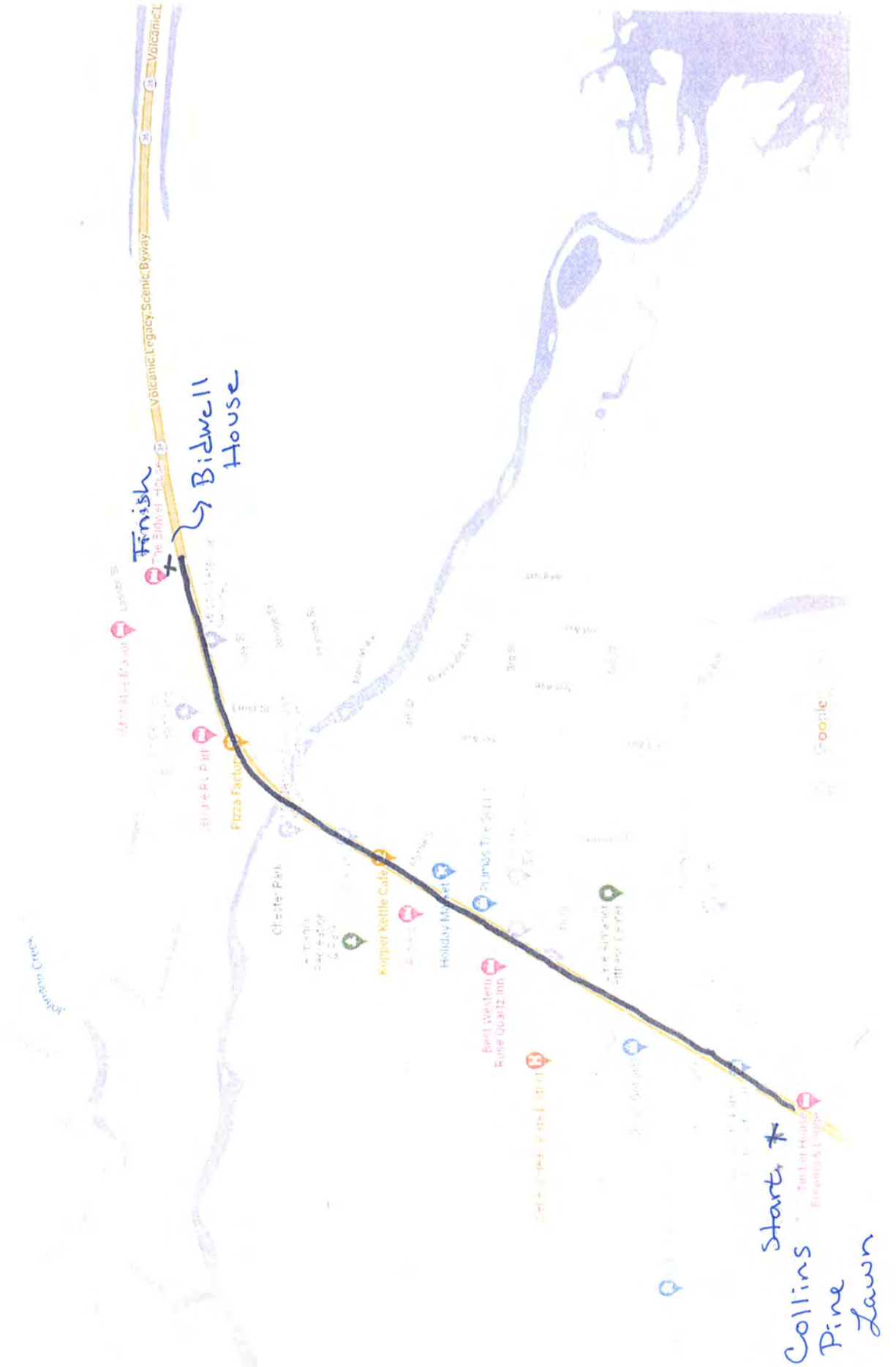
If you have any questions, please contact me at (925) 765-3507. Thank you for your support!

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Burton', is written over a horizontal line.

Bob Burton  
ARPD Board Member







# BOARD OF SUPERVISORS

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



April 12, 2022

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

Attention Permits Engineer

**Subject:                    Encroachment Permit Request**  
**Almanor Recreation and Park District**  
41<sup>st</sup> Annual Chester 4<sup>th</sup> of July Fun Run  
9:00 A.M. – 9:30 A.M., the morning of July 4, 2022  
Chester, 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,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works


**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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Tony Hobson Ph.D., Director

DATE: April 12, 2022  
TO: Honorable Board of Supervisors  
FROM: Tony Hobson Ph.D., Behavioral Health Director   
SUBJECT: Consent Agenda

**Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize County Directors from Plumas County Behavioral Health and Plumas County Public Health Agency sign Memorandum of Understanding.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$80,000.00 Agreement with Sierra Vista.

**BACKGROUND AND DISCUSSION:**

1. It is respectfully requested the Board of Supervisors approve and authorize County Directors Tony Hobson of Plumas County Behavioral Health and Dana Loomis of Plumas County Public Health Agency to sign Memorandum of Understanding for the Youth Prevention Program of Alcohol and Other Drug programs within the county. This MOU covers three fiscal years 7/1/2020-6/30/2023 amount shall not exceed the 3-year amount of \$331,656.00.

This MOU has been approved to form by County Counsel.

2. Sierra Vista is a psychiatric health facility, serving those suffering from addiction and psychiatric disorders. Respectfully requesting board approve 2021-2023 \$80,000.00 Agreement. This Agreement has been approved to form by County Counsel.

**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.

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is between Plumas County Behavioral Health Department (hereinafter referred to as “Behavioral Health”) and Plumas County Public Health Agency (hereinafter referred to as “Public Health”)

The parties agree as follows:

1. Scope of Work: Public Health shall provide services to Behavioral Health as set forth in Exhibit I- Scope of Work, attached hereto.
2. Compensation: Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit II. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed amounts specified in Exhibit II.
3. Term: The term of this Agreement commences on July 1, 2020, 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 Plumas County Public Health for July 1, 2020, to date of approval of this Agreement by the Board of Supervisors.
4. Termination: Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
5. Notice Addresses: All notices under this MOU 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 owning mailing address.

Public Health:  
Plumas County Public Health Agency  
270 County Hospital Road  
Suite 206  
Quincy, CA 95971

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

(Signatures on Page 2)

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding  
To be executed by and through their respective authorized officers.

PUBLIC HEALTH:

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

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

BEHAVIORAL HEALTH:

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

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

Approved as to form:



Sara James  
Deputy County Counsel II

Date: 3/30/2022

## **EXHIBIT I – SCOPE OF WORK**

### **A) Statement of Purpose**

The mission of the Plumas County Public Health Agency (PCPHA) is to promote and protect individual and community health and well-being. We do this through innovative partnerships, public planning and policy, and ensuring access to respectful services. PCPHA's Alcohol and Other Drug (AOD) Prevention program aims to carry out the agency's mission in regards to Plumas County's youth.

PCPHA's program's purpose is to increase protective factors for youth in the county by creating a safe environment for youth to ask questions and receive guidance, and by creating opportunities for youth to engage the community, take on leadership roles, learn new skills, and build meaningful relationships with peers and adults.

Since stay-at-home orders have been implemented in California due to COVID, many protective factors for youth that involve social interactions have vanished, and risk factors including boredom and depression have increased. With more free time alone at Given the unusual circumstances of this fiscal year, the AOD Prevention program will focus its work on increasing protective factors and maintaining positive connections with Plumas County youth.

### **B) Measurable Outcome Objectives**

The AOD Prevention program will focus on two priority areas that are identified in Plumas County's Strategic Prevention Plan (SPP): underage drinking and youth prescription drug use. Assessment data identified underage drinking, marijuana use, and prescription drug use as major issues facing youth in Plumas County. The AOD prevention coordinator consulted with the 20,000 Lives Youth Prevention Workgroup to identify which of these three issues should be focused on in this SPP. After much discussion and reviewing all available data, the Workgroup identified both underage drinking and youth prescription drug misuse as the two priority areas for this SPP. The data sources reviewed in making the decision to focus on these two priority areas include all sources discussed in this SPP. After consideration, community partners decided that the two most widespread and impactful substances were alcohol and prescription drugs. More youth have experienced intense negative life experiences due to these substances when compared to marijuana.

The two objectives are as follows:

Obj. 1: By June 2023, decrease the ease of youth access to alcohol by 11% for 7<sup>th</sup>, 9<sup>th</sup> and 11<sup>th</sup> grade students at Chester, Portola, and Quincy Jr/Sr High Schools as measured by the California Healthy Kids Survey.

Obj. 2: By June 2023, develop a tool to monitor youth access to prescription drugs, and demonstrate a 9% decrease in youth prescription drug access and misuse measured from baseline data gathered.

### **C) Program Description**

- **Plumas youth development clubs**

Prior to FY 2020-21, the AOD Prevention group facilitated Friday Night Live and Club Live programs in all four major communities of Plumas County. Though Plumas County is no longer using the FNL/CL name and logo, the AOD program still facilitates regular meetings with county youth. The new youth club is grounded in youth development principles that promote healthy development for all youth rather than focusing on problem reduction alone. It is designed to engage youth more actively in program decision-making, planning, and implementation in order to deliver programs that foster autonomy, safety, community partnerships, youth/adult partnerships and demonstrate cultural and civic competence, all of which research identifies as key developmental outcomes.

During COVID, safety for staff and youth participants is the number one concern. Based on county and state safety guidelines, how the regular meetings look will vary. During this time, AOD staff conducted club meetings virtually. As regulations are lifted, staff has begun holding in-person meetings with small groups of youth, maintaining social distancing and screening for symptoms. Once able to, AOD staff will resume regular meetings in the schools.

An afterschool pilot program known as Plumas Youth Undivided has launched as of September 7, 2021 at 173 Lawrence Street, Quincy Ca. 95971. Hours of operation are Tuesday through Friday from 1:00 pm – 5:00 pm, and closed during school holidays. The afterschool center provides a safe and supportive environment for youth while offering a variety of activities such as music, art, board games, community and school engagement, and alcohol and other drug education so the youth can choose and seek their interests. All youth are welcome grades 7 through 12 to develop their personal and interpersonal social skills and promote respect for cultural diversity. This space also supports academic development with a study room with supplies on hand and equipped with laptops and Wi-Fi.

### **LifeSkills Training-**

Botvin LifeSkills Training is offered to all junior high students at each Jr./Sr. high school every year. When safe, AOD staff will resume going into the schools to deliver the curriculum. During the pandemic, staff will work with the school district and charter schools to implement LifeSkills training, reinforcing skills taught in the Middle School program.

“The new edition of Botvin LifeSkills Training Middle School program is a ground-breaking substance abuse prevention program based on more than 30 years of rigorous scientific research. Now updated to be the most effective evidence-based programs used in schools today. LifeSkills Training is comprehensive, dynamic, and developmentally designed to promote positive youth development. In addition to helping children resist drug, alcohol, and tobacco use, the Botvin LifeSkills Training Middle School program also effectively supports the reduction of violence and other high-risk behaviors.”

This highly interactive program strengthens student resistance skills in the following areas:

- Personal Self-Management Skills  
Students develop skills that help them enhance self-esteem, develop problem-solving abilities, reduce stress and anxiety, and manage anger.
- General Social Skills  
Students gain skills to meet personal challenges such as overcoming shyness, communicating clearly, building relationships, and avoiding violence.
- Drug Resistance Skills  
Students build effective defenses against pressures to use tobacco, alcohol and other drugs.

- **Brief Interventions for Substance Using Adolescents--**

Brief Interventions have been utilized by youth in Chester, Portola, Greenville and Quincy. However due to the loss of the Greenville community, services will now only be provided to Chester, Portola, and Quincy. This program provides individual prevention services for youth who have been suspended for AOD related offenses or who have been referred by a school employee or themselves. During brief intervention sessions, the youth will gain skills and resources to assist in coping with life's pressures during critical stages which have the potential to otherwise lead to negative choices.

## **D) Cultural Competency**

The County of Plumas offers a cultural competency training to all county employees. AOD Prevention staff have all attended this training to ensure personnel will provide culturally competent services. Current program budget and staffing restrictions make



providing services throughout the county challenging. Though all four major communities in the county are provided equal youth prevention services, a great deal of staff time is spent traveling to meetings and transporting youth throughout the county.

The effective implementation of prevention programs must also take into account the Social Determinants of Health, which affect the daily lives of Plumas County residents and may influence the risk and protective factors of different youth in each community. Some SDOH to take into account include but are not limited to economic stability, education, social and community context, health and health care and neighborhood environment. This is why it is of extreme importance to have a better understanding of the demographics of Plumas County when planning prevention programs.

### **E) Target Population/Service Areas**

The AOD Prevention program gathered input from the 20,000 Lives Youth Development Stakeholders group to develop the strategies for this plan. The group, comprised of individuals representing diverse agencies and interests throughout Plumas County, was actively involved in determining the priority areas. Strategies selected ensure that the services are culturally relevant to a diverse range of youth. This plan and the services provided throughout the county will be culturally relevant and ensure cultural competence for all populations served, including Hispanic and Native American populations. Additional time will be spent conducting outreach to these groups and Plumas County will continue to conduct capacity building to better serve these populations. Overall this SPP addresses the countywide challenges such as the socioeconomic needs of the entire population.

Youth services are provided in all major communities throughout Plumas County, with these communities being over two hours apart from one side of the county to another. It's a major expense and challenge providing these services and transporting youth to events and activities throughout the county. In addition to barriers within the county, different events can often prevent residents from making the travel necessary to seek care in and out of county. These barriers include snow storms, rock slides, and wildfires, which can make travel dangerous.

### **F) Staffing**

#### **County Staff:**

- Plumas County Public Health Agency- **Health Education Coordinator II**, AOD Services Prevention Coordinator, Brief Interventions for Substance Using Adolescents Facilitator, Botvin LifeSkills Training Instructor , Ryan White Part B Director
- Plumas County Public Health Agency- **Community Outreach Coordinator**, AOD Prevention Program Staff, PFS/ Opioid Misuse Reduction, Youth Club Advisor, Brief Interventions for Substance Using Adolescents Facilitator

- Plumas County Public Health Agency- **AOD Prevention Program Extra Help Staff**, Youth Club Advisor, Botvin LifeSkills Training Instructor, Brief Interventions for Substance Using Adolescents Facilitator. This position is currently vacant, and is being flown on our county website.

### G) Implementation Plan

**Strategy:** Information Dissemination (ID), Education (ED), Community-Based Process (CBP), Environmental (ENV), Alternatives (ALT)

**IOM Category:** Universal (U), Selective (S), Indicated (I)

**Objective 1-** By June 2021, decrease the ease of youth access to alcohol by 5% for 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> grade students as measured by the CHKS.

**Program/Intervention:** Youth club

Major Tasks	Timeline	Strategy	IOM
1. Administer youth access surveys to parents and community members.	JUL- OCT Annually	CBP	U
2. Develop annual Public Health Agency Prevention Program Collaboration Plan.	JUL Annually	CBP	U
3. Develop parent targeted social norm campaign.	AUG- OCT Annually	ED	U
4. Facilitate LifeSkills training to a minimum of 30 youth	JUL Annually	Ed	U
5. Provide Retail Education.	JUL- JUN Annually	ENV	U
6. Implement virtual county-wide youth development meetings	JUL- JUN	ALT	U

	Annually			
7. Continue implementing in-person youth development meetings when possible.	JUL- JUN Annually	ALT	U	
8. Collaborate with other youth groups, co-facilitating a minimum of 4 joint club meetings	JUL- JUN Annually	ALT	U	
9. Educated stakeholders and the BOS.	AUG- OCT Annually	ENV	U	

By June 2022, decrease the ease of youth access to alcohol by 3% for 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> grade students as measured by the CHKS.  
**Program/Intervention:** Youth club

Major Tasks	Timeline	Strategy	IOM
1. Administer youth access surveys to parents and community members.	JUL- OCT Annually	CBP	U
2. Develop annual Public Health Agency Prevention Program Collaboration Plan.	JUL Annually	CBP	U
3. Develop parent targeted social norm campaign.	AUG- OCT Annually	ED	U
4. Facilitate LifeSkills training to a minimum of 30 youth	JUL Annually	Ed	U
5. Provide Retail Education.	JUL- JUN Annually	ENV	U
6. Implement virtual county-wide youth development meetings	JUL- JUN Annually	ALT	U



7. Continue implementing in-person youth development meetings when possible.	JUL- JUN Annually	ALT	U
8. Collaborate with other youth groups, co-facilitating a minimum of 4 joint club meetings	JUL- JUN	ALT	U
9. Educated stakeholders and the BOS.	AUG- OCT Annually	ENV	U

By June 2023, decrease the ease of youth access to alcohol by 3% for 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> grade students as measured by the CHKS.  
**Program/Intervention:** Youth club

Major Tasks	Timeline	Strategy	IOM
1. Administer youth access surveys to parents and community members.	JUL- OCT Annually	CBP	U
2. Develop annual Public Health Agency Prevention Program Collaboration Plan.	JUL Annually	CBP	U
3. Develop parent targeted social norm campaign.	AUG- OCT Annually	ED	U
4. Facilitate LifeSkills training to a minimum of 30 youth	JUL Annually	Ed	U
5. Provide Retail Education.	JUL- JUN Annually	ENV	U
6. Implement virtual county-wide youth development meetings	JUL- JUN Annually	ALT	U

7. Continue implementing in-person youth development meetings when possible.	JUL- JUN Annually	ALT	U
8. Collaborate with other youth groups, co-facilitating a minimum of 4 joint club meetings	JUL- JUN	ALT	U
9. Educated stakeholders and the BOS.	AUG- OCT Annually	ENV	U

**Objective 2-** By June 2021, develop a tool to monitor youth access to prescription drugs, and demonstrate a 3% decrease in youth prescription drug access and misuse.

**Program/Intervention:** Safe Prescription Drug Disposal and Storage Policies and Procedures

Major Tasks	Timeline	Strategy	IOM
1. Research disposal and storage policies.	JUL- AUG	ENV	U
2. Identify necessary contracts and partnerships.	SEP- OCT	CBP	U
3. Draft policies, contracts, and MOUs.	OCT- MAY	ENV	U
4. Present to the BOS.	JUN	ENV	U
5. Revisit and evaluate policies annually.	JUN Annually	ENV	U



## H) Program Evaluation Plan

<u>Outcomes</u> (Degree of Change- Short, Intermediate, & Long Term)	<u>Indicators</u> (Performance Measures) How will you track change?	<u>Method of Data</u> <u>Collection</u> (Ex. Interviews, surveys, observation, comparative analysis)	<u>Tools</u> (Ex. CHKS, Community Surveys)	<u>Who Collects Data</u> (Position, Peer Leaders, Outside Expert, Evaluator)	<u>Timeframe</u> (Ex. Before and After Program)	<u>Dissemination Plan</u> (Format, Timeline, and Audience)
<b>LONG TERM</b>						
By 2023, decrease the ease of youth access to alcohol by 11% for 7 <sup>th</sup> , 9 <sup>th</sup> , and 11 <sup>th</sup> grade students at Chester, Portola, Quincy and Greenville Jr/Sr High Schools as measured by the CHKS.	Annual disbursement of the survey.	Self-Report Survey for 7 <sup>th</sup> , 9 <sup>th</sup> and 11 <sup>th</sup> grade youth.	CHKS	Plumas County Office of Education Prevention Coordinator	Annual	Complete report is available to stakeholders throughout the county. Youth Alcohol and Drug specific findings will be presented to community partners annually to measure program effectiveness and areas for improvement.
By 2021, develop a tool to monitor youth access to prescription drugs, and demonstrate a decrease in youth prescription drug access and misuse by 3% measured from baseline data gathered.	Annual disbursement of survey to youth.	Self-Report Survey	Youth Survey	Plumas County Public Health Agency- AOD Prevention Program	Annual	Complete report will be available to stakeholders throughout the county. Youth Alcohol and Drug specific findings will be presented to community partners annually to measure program effectiveness and areas for improvement.
<b>INTERMEDIATE</b>						
Observable decrease in the loss of youth lives	Death data will be monitored and reviewed	Observation of data.	County Death Data	Plumas County Public health	Quarterly	Review this data quarterly and provide any relevant findings to

due to alcohol and prescription use.	quarterly, to allow for better understanding of youth drug use trends and the severity of this usage.	Agency, Sheriff and Coroner's Office	stakeholders and community partners at 20,000 Lives Youth Prevention Group meetings and Juvenile Justice and Delinquency.
Over time the Community Partner Survey will demonstrate increased support for and understanding of AOD Prevention Services.	This survey will be disbursed via survey monkey to Community Partners annually.	Plumas County Public Health Agency's Alcohol and Drug Prevention Program	Annually, prevention staff will analyze survey findings and compare it to past surveys to identify improvements and changes in community need.
Youth Focus Groups will be completed to gauge areas of improvement and changes in youth needs. Over time these focus groups should indicate decreases in both youth access to alcohol and prescription drugs.	Youth Focus Groups will be conducted by the AOD Coordinator to members of the youth development group.	Plumas County Public Health Agency's Alcohol and Drug Prevention Program	The results of these focus groups will be discussed at youth development club meetings and Youth Development Stakeholders Meetings. The results will be compared to previous years to identify changes needed and to direct future services.
Youth Development Surveys will assist in the direction of programs by identifying program strengths and weaknesses.	Surveys are administered by youth advisors and analyzed by the county Prevention Coordinator.	Surveys are administered by youth advisors and comprised into reports.	Survey data will be administered to the senior case manager at Behavioral Health for quality assurance and compliance, along with youth advisors to measure program strengths and weaknesses.



## **EXHIBIT II - FEE SCHEDULE**

- 1. FISCAL YEAR 2020/2021 - Not to Exceed \$111,578.00**
- FISCAL YEAR 2021/2022 - Not to Exceed \$110,078.00**
- FISCAL YEAR 2022/2023 - Not to Exceed \$110,000.00**

### **2. INVOICING AND PAYMENT:**

- a.** For services satisfactorily rendered pursuant to the Scope of Work and upon receipt and approval of the invoice(s) along with service reports, Behavioral Health will compensate Public Health the amount invoiced, up to the Fiscal Year amount in section 1 above.
- b.** Invoice(s) Shall:
  - i.** Include backup documentation to support the invoice, invoice must provide a number.
  - ii.** billing and/or performance period covered on invoice

PCBH2123SIERRAVISTA

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 BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital (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 \$80,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, 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, 2021 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 BHC Sierra Vista Hospital Inc, dba Sierra Vista Hospital from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - 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

- 1 -

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
  - 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:

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

Contractor:

Tami Brooks, Chief Executive Officer  
8001 Bruceville Road  
Sacramento, CA 95823

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 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.
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.



PCBH2123SIERRAVISTA

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Tami Brooks  
Title: Chief Executive Officer  
Date signed:

**COUNTY:**

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

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Allison Roebuck  
Title: Chief Financial Officer  
Date signed:


**APPROVED AS TO CONTENT:**

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

**ATTEST:**

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

Approved as to form:

 3/31/2022  
Joshua Brechtel  
Deputy County Counsel I

## 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 BHC Sierra Vista Hospital Inc., referred to herein as Business Associate ("BA"), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

f. **Electronic Health Record** shall have the meaning given to such term in the 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

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

**BUSINESS ASSOCIATE**

Name Tami Brooks  
Title: Chief Executive Officer  
Address: 8001 Bruceville Road  
Sacramento, CA 95823  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A - SCOPE OF WORK

### Three Unique Programs

Our inpatient programs are typically divided into one of three categories to help target your treatment to cover your specific issues. These categories are:

**Behavioral Health Care** – Our behavioral health program is designed to stabilize our patients' behavioral and psychiatric disorders. This is accomplished through therapy, nursing care, and medication, when appropriate.

**Alcohol Detox** – When suffering from addiction, it is necessary to undergo detox before other therapies. This process is monitored by medical staff to help overcome the symptoms of withdrawal.

**Dual Diagnosis Treatment** – This program is designed to treat co-occurring addiction and behavioral health issues. We will help you overcome your addiction while also providing psychiatric or depression treatment for behavioral problems.

**Adult Treatment Programs** are for adults, age 18 and older, who suffer an acute behavioral health disorder, chemical dependency, or dual diagnosis (co-occurring disorders). Every patient's treatment plan is individualized to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse. Some issues we treat include:

- Depression
- Anxiety
- Bipolar Disorder
- Addiction

**Inpatient Treatment:** Our inpatient program is designed for those who need 24-hour care and psychiatric medication management. The treatment is generally short-term, lasting until the patient can be safely discharged or transitioned to a less intensive care level.

**Outpatient Treatment:** Ideal for those further along in the recovery process, our outpatient program allows patients to continue getting the care they need while maintaining a home life. Outpatient treatment includes group therapy, family meetings, and individual therapy as needed, among other components.

**Women's Program:** Separate from our general inpatient population, our women's program is designed for women facing trauma-related issues and certain behavioral health disorders. We emphasize safety and confidentiality. The women's program at Sierra Vista Hospital is designed as a safe haven for women in inpatient treatment for a behavioral health disorder or trauma-related issue. Set in a female-only unit apart from the general inpatient population, the program emphasizes an environment of safety and comfort for women staying at the hospital.

Admission into the program is determined by a confidential assessment and requires a physician's order. A person who is not considered to be in immediate crisis may be safely treated through outpatient services.

#### Women's Program Focuses

- Boundaries
- Safety
- Assertiveness
- Healthy relationships
- Communications

#### Adolescent Program

The adolescent treatment programs at Sierra Vista Hospital help adolescents, ages 13 to 17, who have an acute behavioral health disorder or dual diagnosis (co-occurring chemical dependency and behavioral health disorders). Each patient receives an individualized treatment plan to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse.

#### Encouraged Positive Behaviors

- Goal setting
- Trust
- Accountability
- Problem solving
- Positive thinking
- Positive peer relationships
- Respect for authority
- Expression of feelings
- Impulse control and delayed gratification

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- Expression of feelings (regarding self and others)
- Conflict resolution

### Admissions Criteria

- Danger to self or others
- Mood disorders such as major depression
- Impulsive outbursts
- Acting out
- Alcohol abuse
- Psychosis

### Therapies Involved in Treatment

- Process groups
- Individual and family meetings
- Recreational therapy
- Chemical dependency
- Anger and aggression management
- Education and social skills
- Medication management and education
- Aftercare planning development

### Dual Diagnosis

Sierra Vista Hospital offers adolescent dual diagnosis treatment for patients between the ages of 13 and 17. This inpatient program is designed to help adolescents who have a primary psychiatric condition as well as a history of substance abuse or addictive behavior.

A major component of the program is voluntary meetings with sober-support groups such as Alcoholics Anonymous and Narcotics Anonymous. There are also

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optional meetings with groups focused on increased chemical dependency and addictive behaviors.

Addictive Behaviors Addressed

- Substance abuse
- Compulsive shopping
- Gambling
- Food
- Sex

**EXHIBIT B - FEE SCHEDULE**

**CHILDRENS SERVICES AGES 0-21**

**Medi-Cal Rates**

- **Hospital Inpatient** **\$ 889.00 a day**
- **Hospital Administrative Day** **\$ 660.66 a day**
- **Inpatient Psychiatric Support Services** **\$ 90.00 a day**

**Short-Doyle Rates**

- **Hospital Inpatient without Psychiatric Support Services** **\$ 889.00 a day**
- **Hospital Inpatient with Psychiatric Support Services** **\$ 979.00 a day**

**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.

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

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

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

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

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

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

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

II. BENEFICIARY ELIGIBILITY

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

III. PATIENT RIGHTS

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

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

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

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

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

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

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

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

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

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

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

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

IV. MEDICAL NECESSITY CRITERIA

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

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

V. ASSESSMENT

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

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

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

VI. CLIENT PLANS

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

**Frequency/Timeliness of Client Plan:**

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

EXHIBIT C  
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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:

EXHIBIT C  
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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).)



EXHIBIT C  
MEDI-CAL REQUIREMENTS

**B. Fraud Reporting Requirements**

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

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

2. For the purposes of this section, prompt reporting means within 5 business days and to the PCBH Quality Management Unit via email to: 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 request to do so by the Behavioral Health Director. Contractor shall make further reports as may be reasonably requested by the Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All following reports must be submitted, within a reasonable time, when requested to do so by the Director.

#### B. Practitioner Information Report:

##### ☐ NPI/License List

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

##### ☐ Practitioner ID Request Form

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

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

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

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

[PLUMASO\(CONCERNS@PCBH.SERVICES](mailto:PLUMASO(CONCERNS@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 PLUMASOICONCERNS@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

### 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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

### V. AUDITS

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

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

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

## VI. CULTURAL COMPETENCY

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

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

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

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

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



## EXHIBIT D- TERMS AND CONDITIONS

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

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

### G. Language Access and Translation Requirements

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

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

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

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

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

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

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

### VII. OWNERSHIP OF EQUIPMENT

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

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

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

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

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

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

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

### IX. CONFIDENTIALITY

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

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

### X. DISPUTES

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

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

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

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

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

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

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

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

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

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

**XIV. CONFLICT OF INTEREST**

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

**XV. ASSIGNMENT AND SUBCONTRACTS**

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

**XVI. STATUS OF CONTRACTOR**

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

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

## 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.

**PLUMAS COUNTY CLERK**

Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256  
Records Management (530) 283-6007



520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155

DATE: March 28, 2022  
TO: Honorable Board of Supervisors, County of Plumas  
FROM: Marcy DeMartile, Clerk-Recorder / Registrar of Voters  
SUBJECT: California Gubernatorial Recall Election  
Results from Consent Agenda 11-2-2021

Marcy DeMartile  
Clerk – Recorder  
Registrar of Voters  
marcydemartile@countyofplumas.com

Julie Hagwood  
Assistant  
juliehagwood@countyofplumas.com

**IT IS REQUESTED THAT THE BOARD:**

1. Accept the correct election report to the Plumas County Board of Supervisors in regards to the California Gubernatorial Recall Election for documentation purposes.

**BACKGROUND:**

On November 2, 2021, presented to the Board of Supervisors was the Election Report Results from the California Gubernatorial Election. Due to a clerical error, the report was prepared using a report with unofficial results that was printed prior to the completion of the Canvass Certification process.

The date of the report to be used for submission to the Board was wrong. The preparing of the reporting documentation was taken from a Summary Report printed for Canvass purposes on October 13; when in fact the report at the conclusion of the Canvass process should have been October 19, which was the Official Final report data to be used to report to the Board.

This was a clerical error and oversight, and was discovered when the Secretary of State received our Final Certified report and Statement of Votes Cast and Canvass Reports. After their review, it was brought to our attention in February where we discovered the documentation error presented to the board for notification of the results in November.

Attached is the correct Official Final Report.

## Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

PLUMAS COUNTY  
SEPTEMBER 14, 2021  
CALIFORNIA GUBERNATORIAL RECALL ELECTION  
OFFICIAL FINAL

Precincts Reported: 29 of 29 (100.00%)

Voters Cast: 9,289 of 14,162 (65.59%)

**RECALL GAVIN NEWSOM (Vote for 1)**

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		9,289 / 14,162	65.59%
Candidate	Party	Total	
YES		5,842	
NO		3,408	
Total Votes		9,250	
		Total	
Unresolved Write-In		0	

**CANDIDATES TO SUCCEED GAVIN NEWSOM IF RECALLED (Vote for 1)**

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		9,289 / 14,162	65.59%
Candidate	Party	Total	
DAN KAPELOVITZ		51	
KEVIN K. KAUL		4	
CHAUNCEY "SLIM" KILLENS		14	
KEVIN KILEY		345	
PATRICK KILPATRICK		40	
ANTHONY TRIMINO		12	
JOEL VENTRESCA		142	
KEVIN L. FAULCONER		424	
RHONDA FURIN		3	
ROBERT C. NEWMAN II		10	
DENNIS RICHTER		11	
BRANDON M. ROSS		144	
SAM L. GALLUCCI		8	
TED GAINES		200	
CAITLYN JENNER		172	
LEO S. ZACKY		15	
JENNY RAE LE ROUX		54	
DAVID LOZANO		4	
STEVE CHAVEZ LODGE		13	

**PLUMAS COUNTY**  
**SEPTEMBER 14, 2021**  
**CALIFORNIA GUBERNATORIAL RECALL ELECTION**  
**OFFICIAL FINAL**

Precincts Reported: 29 of 29 (100.00%)

Voters Cast: 9,290 of 14,162 (65.60%)

**RECALL GAVIN NEWSOM (Vote for 1)**

Precincts Reported: 29 of 29 (100.00%)

		Total	
Times Cast		9,290 / 14,162	65.60%
Candidate	Party	Total	
YES		5,843	
NO		3,408	
Total Votes		9,251	
		Total	
Unresolved Write-In		0	

**CANDIDATES TO SUCCEED GAVIN NEWSOM IF RECALLED (Vote for 1)**

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ROBERT C. NEWMAN II		10	
DENNIS RICHTER		11	
BRANDON M. ROSS		144	
SAM L. GALLUCCI		8	
TED GAINES		200	

**PLUMAS COUNTY**  
**SEPTEMBER 14, 2021**  
**CALIFORNIA GUBERNATORIAL RECALL ELECTION**  
**OFFICIAL FINAL**

Precincts Reported: 29 of 29 (100.00%)

Voters Cast: 9,290 of 14,162 (65.60%)

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BRANDON M. ROSS		144	
SAM L. GALLUCCI		8	
TED GAINES		200	
CAITLYN JENNER		172	
LEO S. ZACKY		15	
JENNY RAE LE ROUX		54	
DAVID LOZANO		4	
STEVE CHAVEZ LODGE		13	
MICHAEL LOEBS		5	
DENIS LUCEY		4	

Candidate	Party	Total
DIEGO MARTINEZ		3
JEREMIAH "JEREMY" MARCINIAK		3
DANIEL MERCURI		8
JACQUELINE MCGOWAN		87
DAVID MOORE		5
DAVID ALEXANDER BRAMANTE		2
HOLLY L. BAADE		35
ANGELYNE		21
JAMES G. HANINK		3
DAVID HILLBERG		3
JEFF HEWITT		52
JOHN R. DRAKE		44
LARRY A. ELDER		3,919
KEVIN PAFFRATH		230
ADAM PAPAGAN		2
ARMANDO "MANDO" PEREZ-SERRATO		6
JOHN COX		421
HEATHER COLLINS		11
DANIEL WATTS		45
NICKOLAS WILDSTAR		6
SARAH STEPHENS		11
DENVER STONER		29
JOE M. SYMMON		1
MAJOR SINGH		12
DOUG OSE		186
Write-in		5
Total Votes		6,825
		Total
Unresolved Write-In		0



**PLUMAS COUNTY CLERK**

Recorder (530) 283-6218  
Registrar of Voters (530) 283-6256  
Records Management (530) 283-6007



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520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155

DATE: April 1, 2022  
TO: Honorable Board of Supervisors, County of Plumas  
FROM: Marcy DeMartile, Clerk-Recorder / Registrar of Voters  
SUBJECT: Approval of new Lease Agreement with Ray Morgan Company

Marcy DeMartile  
Clerk – Recorder  
Registrar of Voters  
marcydemartile@countyofplumas.com

Julie Hagwood  
Assistant  
juliehagwood@countyofplumas.com

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**IT IS REQUESTED THAT THE BOARD:**

1. Approve the Equipment Lease Agreement and Addendums with Ray Morgan Company for a new copier.

**BACKGROUND:**

As the old lease had expired, Ray Morgan Company worked with our County Counsel on new financial terms based on State of California pricing, which is a lower price than Plumas County Departments have paid for in the past.

There are several departments that are now able to take advantage of this new pricing and thus saving the counties monies with the new contracts.



Ray Morgan Company

Equipment Lease Agreement

APPLICATION NO.  
1873132

AGREEMENT NO.

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Ray A. Morgan Company.

CUSTOMER INFORMATION

FULL LEGAL NAME

County of Plumas

STREET ADDRESS

520 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PHONE

(530) 283-6350

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

Plumas County Clerk-Recorder

BILLING STREET ADDRESS

520 Main Street, Room 102

CITY

Quincy

STATE

CA

ZIP

95971

E-MAIL

MarcyDeMartile@countyofplumas.com

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

520 Main Street, Suite 102

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

1 Canon iR Advance DX-5840i/CFU-AQ1/Finisher-L1/FAX Board-AX1/Power Protection Device

SERIAL NO

☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

20 Payments\* of \$ 298.63

If you are exempt from sales tax, attach your certificate.

\*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

Ray A. Morgan Company

OWNER

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

County of Plumas

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

94-600528

FEDERAL TAX I.D. #

PRINT NAME

29885 (2017)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<b>Ray A. Morgan Company</b>	<b>County of Plumas, California</b>
<b>By:</b>	<b>By:</b> <i>Marcy DeMartile</i>
<b>Title:</b>	<b>Printed Name: Marcy DeMartile</b>
<b>Date:</b>	<b>Title: Plumas County Clerk-Recorder</b>
	<b>By:</b>
	<b>Printed Name:</b>
	<b>Title:</b>

## **Addendum to Agreement for application #**

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

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

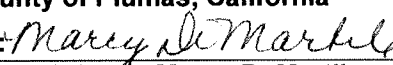
Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall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

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

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

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

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

<b>Ray A. Morgan Company</b>	<b>County of Plumas, California</b>
<b>By:</b>	<b>By:</b> 
<b>Title:</b>	<b>Printed Name: Marcy DeMartile</b>
<b>Date:</b>	<b>Title: Plumas County Clerk-Recorder</b>
	<b>By:</b>
	<b>Printed Name:</b>
	<b>Title:</b>



Ray Morgan Company

AGREEMENT NO. \_\_\_\_\_

## CALIFORNIA JUDICIAL REFERENCE & STATE AND LOCAL GOVERNMENT ADDENDUM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Ray A. Morgan Company**

Lessor

Signature

Title

Date

**Plumas County Clerk-Recorder**

Customer

X *Marcy DiMartile*  
Signature

Plumas County Clerk-Recorder

3-21-2022

Title

Date

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





JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971

**Item 2D1**



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

DATE: April 12, 2022

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services and Smith Power Products, Inc. for generator repair and maintenance.

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### **Recommendation**

Approve and authorize Board Chair to sign agreement between Facility Services and Smith Power Products, Inc. for generator repair and maintenance.

### **Background and Discussion**

Smith Power Products, Inc. provides 3 inspections annually and 1 annual service with inspection. Smith Power Products, Inc. also provides repair and emergency repair services for the county's emergency generators to include 7 emergency generators in Quincy, 2 in Chester, and 1 in Portola.

Contract not to exceed \$24,000.00.

### 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 **Facility Services** (hereinafter referred to as "County"), and **Smith Power Products, Inc.**, a Delaware 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 **Twenty Four Thousand Dollars** (\$24,000).
3. Term. The term of this agreement shall be from **May 1, 2022 through April 30, 2023**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Smith Power Products, Inc.  
3065 W California Ave  
Salt Lake City UT 84104  
Attention: Contract Manager

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

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

**CONTRACTOR:**

Smith Power Products, Inc., a Delaware Corporation

By: \_\_\_\_\_  
Name: Michael B. Smith  
Title: CEO  
Date signed:

By: \_\_\_\_\_  
Name: Kristin H. Ahmann  
Title: CFO  
Date signed:

**COUNTY:**

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

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

**ATTEST:**

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

Approved as to form:

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

3/29/2022

## **EXHIBIT A**

### **Scope of Work**

1. Maintenance program consisting of 3 quarterly inspections and 1 annual service with inspection to include:
  - a. Oil, oil filter, and fuel filter change (annually);
  - b. Test coolant;
  - c. Maintain supplemental coolant additives as needed;
  - d. Checklist inspection of engine, generator, control panel, batteries, and transfer switches;
  - e. Test safety shutdown systems;
  - f. Test automatic transfer switches
  - g. Test auto-start time;
  - h. Building load test (if approved).

\*It is the County's responsibility to maintain fluid in their equipment between scheduled inspections. However, contractor's personnel will top off fluids during scheduled inspections.



## **EXHIBIT B**

### **Fee Schedule**

1. The annual cost for this maintenance program is as follows:

a. Correctional Facility	\$1,175.00
b. Courthouse Annex	\$1,200.00
c. Courthouse	\$1,240.00
d. Animal Shelter	\$1,120.00
e. All other units Quincy/Portola	\$1,020.00 each (4)
f. Units in Greenville & Chester	\$1,050.00 each (2)

\*total cost for all 10 units: \$10,915.00

2. Repairs or maintenance will be performed on a time and materials basis at:

- a. \$130.00/hour regular time
- b. \$195.00/hour overtime

3. Materials will be billed according to our 'fleet' pricing schedule



## Generator Service Department

March 25, 2022

Robert McAdams  
Fiscal officer II  
Plumas County Facility Services  
Quincy, CA 95971

Mr. McAdams,

As you requested, I have prepared the following proposal for renewal of the maintenance agreement on the standby generators at your facilities in Plumas County. We would like to offer the same services as before. This maintenance agreement will consist of 3 quarterly inspections and 1 annual service with inspection. This maintenance agreement will include:

- Oil, oil filter and fuel filter change (annually).
- Test coolant
- Maintain supplemental coolant additives as needed
- Check list inspection of engine, generator, control panel, batteries, and transfer switches.\*
- Test safety shutdown systems.
- Test automatic transfer switches.
- Test auto-start time.
- Building load test ( if approved )

It is the customers' responsibility to maintain fluid in their equipment between scheduled inspections. However, our service personnel, they will top off fluids during scheduled inspections.

The **annual** cost for this maintenance agreement is as follows:

Correctional Facility	\$1175.00
Quincy Annex	\$1200.00
Court House	\$1240.00
Animal Shelter	\$1120.00
All other units in Quincy and Portola	\$ 1020.00 each (4)
Units in Chester	\$ 1050.00 each (2)
Total annual cost for all 10 units	\$10,915.00

The maintenance agreement cost includes all labor, parts, materials, and mileage.

Coolant and hose changes will be performed at an additional cost. Any other repairs or maintenance will be performed on a time and materials basis at \$130 / hour regular time and \$195 / hour overtime. Travel mileage is \$0.75/ mile for any additional trips. Materials will be billed according to our "fleet" pricing schedule.

If you have any questions or require additional information, please do not hesitate to call me as listed below.

We appreciate your interest in the products and services offered by Smith Power Products and look forward to serving you.

Sincerely,

**Smith Power Products, Inc.**

A handwritten signature in black ink that reads "Rick VanSpeybrock".

Rick VanSpeybrock  
Generator Service Engineer  
8 Glendale Ave. Sparks, NV 89431  
Office 775-359-1713  
Cell 775-530-1713  
[rvanspeybrock@smithppi.com](mailto:rvanspeybrock@smithppi.com)

\* See generator maintenance scope of work.



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

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

April 4, 2022

## INTEROFFICE MEMORANDUM

**TO:** Honorable Board of Supervisors, County of Plumas

**FROM:** Gretchen Stuhr, *County Counsel*

**SUBJECT:** Approve and Ratify the Chair's signature to agreement between County of Plumas Facility Services and Plumas Sanitation for septic pumping at the non-congregate shelter for Dixie Fire survivors located at 240 Greenville Wolf Creek Road, Greenville, CA; not to exceed \$100,000.00

### Background:

In August 2021 the Dixie Fire destroyed most of Greenville. CalOES established a non-congregate shelter at 240 Greenville Wolf Creek Road, Greenville, CA and located 14 fifth wheel travel trailers onto the location to house fire survivors. Currently 12 of the trailers are occupied by fire survivors. CalOES transferred the management of the non-congregate shelter to the County, effective April 1, 2022. In order to ensure all health, safety and environmental standards are met, the County is required to pump the septic tank at the location approximately twice per week. There is also a need for a porta-potty on site for use by the trailer occupants. Plumas Sanitation has agreed to provide the services need by the County.

### Proposal:

The County Counsel's Office requests the Board of Supervisors to approve the agreement with Plumas Sanitation for septic pumping and the rental of a porta-potty for the non-congregate shelter located at 240 Greenville Wolf Creek Road, Greenville, CA

### Action:

It is recommended that the Board of Supervisors approve the attached Agreement.

END OF MEMORANDUM

### 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 **Facilities Services** (hereinafter referred to as "County"), and PLUMAS SANITATION, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

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

\_\_\_\_ COUNTY INITIALS

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

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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS     W

- 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 currently has a C42 Sanitation System license number 958997. 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

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS:   *W*

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

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

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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:

Facilities Services  
County of Plumas  
198 Andy's Way  
Quincy, CA 95971  
Attention: JD Moore

Contractor:

Plumas Sanitation, Inc.  
73762 Industrial Drive  
Portola, CA 96122  
Attention: Lance Wehrman

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.

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

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

**CONTRACTOR:**

Plumas Sanitation, Inc., a California corporation

By: 

Name: Lance Wehrman, CEO/CFO

Title:

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:

**APPROVED AS TO FORM:**



Gretchen Stuhr

Plumas County Counsel

\_\_\_\_ COUNTY INITIALS

COUNTY INITIALS 

EXHIBIT A

Scope of Work

Pumping of 5000 gallon septic tank located at 240 Greenville Wolf Creek Road, Greenville, California a minimum of two (2) times per week.

Placement and maintenance of a porta-potty on site.

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EXHIBIT B

Fee Schedule

\$1,800.00 per pump

\$250 per month for a handicap. Additional services above one time per week will be \$85 per service.

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS WW



204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431  
[johnsteffanic@countyofplumas.com](mailto:johnsteffanic@countyofplumas.com) [www.plumas-sierracountyfair.net](http://www.plumas-sierracountyfair.net)

## MEMORANDUM

DATE: March 8, 2022  
TO: The Honorable Board of Supervisors  
FROM: John Steffanic, Fair & Event Center Manager  
SUBJECT: Ratification of Turf Star, Inc. Contract

---

**It is recommended that the Board:**

1. To approve and ratify contract for Turf Star, Inc. for repairs on lawn mower.

**Discussion**

Repairs were made to our older lawn mower and the labor portion of those repairs unexpectedly exceeded the \$1000 threshold requiring a service contract.

Funds to pay the invoice are in our Maintenance budget.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "John Steffanic", is written over the printed name and title.


John Steffanic  
Fair & Event Center Manager

**Construction Agreement**  
**SC-010-22**


This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas Sierra County Fair** (hereinafter referred to as "County"), and **Turf Star, Inc.**, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Four Thousand Dollars and 00/100 (\$4000.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The term of this agreement shall be from January 1, 2022, through January 20, 2022. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Turf Star Western, Inc. from January 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination.
  - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.


 COUNTY INITIALS

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

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

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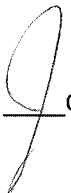
and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.


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23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability coverage at least as broad as the current Insurance Services Office (ISO) policy form #CG 00-01 (and professional liability, if applicable to the services provided), 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 and hired 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 and hired automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents, and the State of California, California Fair Services Authority, the District Agricultural Association, Plumas/Sierra County Fair, Lessor/sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California and State Fair, and their officers, directors, employees, representatives and agents (collectively, for the purpose of this section 9, the "County Parties") 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 Parties, as the additional insureds; 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 Parties, including defense costs and damages; and
    - iv. Nothing herein shall be construed as limiting the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the County from taking other actions available to it under this Agreement or by law, including but not limited to actions pursuant to Contractor's indemnity obligations; and



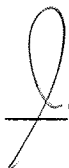
COUNTY INITIALS

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- v. Contractor's policy shall be primary insurance as respects the County Parties. Any insurance policies or self-insurance coverage maintained by the County Parties shall be secondary and in excess of the Contractor's insurance and shall not contribute with it, and Contractor's 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 Parties before the County Parties own insurance policies or self-insurance shall be called upon to protect them as additional named insureds, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law. If the Contractor is exempt, they will complete the Worker's Compensation Exempt Statement, attached hereto and incorporated herein as Exhibit C.
- e. Contractor agrees to comply with the Fair Services Authority Insurance Provisions, attached hereto as Exhibit D.

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

- 24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement
- 25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both




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Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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


County:

Plumas Sierra County Fair  
County of Plumas  
204 Fairground Road  
Quincy, CA 95971  
Attention: John Steffanic

Contractor:

Turf Star Western, Inc.  
955 Beacon St.  
Brea, CA 92821  
Attention: Michelle Kennedy

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. 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.
40. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect

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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.

41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Turf Star Western, Inc., a California corporation

By: 

Name: Joseph Guerra

Title: CEO

Date signed:

By: 

Name: Brent Reid

Title: CFO

Date signed: 3/18/22

**COUNTY:**

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

By: 

Kevin Goss, Chair

Board of Supervisors

Date signed: 3/30/2022

**ATTEST:**

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

Clerk of the Board of Supervisors

Approved as to form:



Sara James

Deputy County Counsel II

3/9/2022


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**EXHIBIT A**

**Scope of Work**

1. To provide equipment repair services as needed
2. Provide and pay for all labor, materials, taxes and insurance
3. All work will comply with all applicable state and federal laws and regulations

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## **EXHIBIT B**

### **Fee Schedule**

1. Contractor will bill for work done in the form of an hourly rate not to exceed \$140. Contractor shall also invoice fairgrounds for any parts required to complete repairs.
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. \*\*Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.\*\*
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. \*\*Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County. \*\*
8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

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**EXHIBIT C**

**WORKERS' COMPENSATION  
EXEMPT STATEMENT**

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3 #c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 8/19), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSA AND THE PLUMAS SIERRA COUNTY FAIR AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING EMPLOYEES.




---

Signature of Contractor

3/11/2022

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Date signed

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## EXHIBIT D

### California Fair Services Authority

#### INSURANCE REQUIREMENTS

##### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types without any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than **\$1,000,000 combined single limits per accident** for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than **\$1,000,000 per occurrence** Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured : The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority ( CFSA).

## II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**


4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA). Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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### III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information

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TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

# Office of the Sheriff

## Office of Emergency Services

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

## Memorandum

**DATE:** March 31, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Todd Johns   
**RE:** Agenda Items for the meeting April 11, 2022

It is recommended that the Board:

Approve and authorize the Chair to sign Equipment Lease Agreement # PCSO00104 and Addendum to Agreement between Plumas County Sheriff's Office (PCSO) and Ray Morgan Company, for the lease of copy machines provided to the Sheriff's Office and Jail facilities; not to exceed \$955.20 per Quarter for the term of 20 Quarters of 5 years.

Agreement has been approved as to form by County Counsel.



Ray Morgan Company

Equipment Lease Agreement

APPLICATION NO.

1863998

AGREEMENT NO.

PCSO00104

PCSO00104

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Ray A. Morgan Company.

CUSTOMER INFORMATION

FULL LEGAL NAME

County of Plumas

STREET ADDRESS

520 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PHONE

530-283-6350

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

Plumas County Sheriff/Coroner

BILLING STREET ADDRESS

1400 E Main Street

CITY

Quincy

STATE

CA

ZIP

95971

E-MAIL

amanda@pcso.net

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

1	Canon	iR ADVANCE DX 4745i/CFU-AN1/FAX Board-BF1/Power Protection Device	
1	Canon	iR ADVANCE DX 6860i/High CFU-C1/Inner Finisher-L1/FAX Board-AX1/Power Protection Device	
1	Canon	iR ADVANCE DX C5860i/ CFU-AQ1/Staple Finisher-AB1/ BPU-P1/PDU-F1/ Power Protection Device	

20 Quarterly Payments of \$955.20 plus sales tax

☐ See attached Schedule A

TERM AND PAYMENT INFORMATION

20

Payments\* of \$

955.20

If you are exempt from sales tax, attach your certificate.

\*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

Ray A. Morgan Company

OWNER

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

County of Plumas

X

SIGNATURE

Chair

TITLE

DATED

CUSTOMER (as referenced above)

94-600528

PRINT NAME

Kevin Goss

FEDERAL TAX I.D. #

29885 (2017)



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

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

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

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

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

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

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

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

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

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

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

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



Ray Morgan Company

AGREEMENT NO.  
PCSO00104

## CALIFORNIA JUDICIAL REFERENCE & STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # PCSO00104 and any future supplements/schedules thereto, between **Plumas County Sheriff's/Coroner Office**, as Customer and **Ray A. Morgan Company**, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Ray A. Morgan Company**

Lessor

Signature

Title

Date

**Kevin Goss, Chair**

Customer

**X**

Signature

Board of Supervisors

Title

Date

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



**Addendum to Agreement  
for application #  
PCSO00104**

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

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

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

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

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

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

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

<b>Ray A. Morgan Company</b>	<b>County of Plumas, California</b>
<b>By:</b>	<b>By:</b>
<b>Title: Managing Member</b>	<b>Printed Name: Heidi White</b>
<b>Date:</b>	<b>Title: Clerk of the Board of Supervisors</b>
	<b>By:</b>
	<b>Printed Name: Kevin Goss, Chair</b>
	<b>Title: Board of Supervisors</b>

**Addendum to Addendum  
(California Judicial  
Reference & State and  
Local Government) for  
application # PCSO00104**

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

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

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

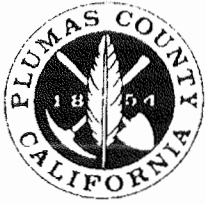
In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

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

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

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

<b>Ray A. Morgan Company</b>	<b>County of Plumas, California</b>
<b>By:</b>	<b>By:</b>
<b>Title: Managing Member</b>	<b>Printed Name: Heidi White</b>
<b>Date:</b>	<b>Title: Clerk of the Board of Supervisors</b>
	<b>By:</b>
	<b>Printed Name: Kevin Goss, Chair</b>
	<b>Title: Board of Supervisors</b>

**DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN**

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

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**NEAL CAIAZZO**  
DIRECTOR

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

DATE: MARCH 31, 2022

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR APRIL 12, 2022, CONSENT AGENDA

RE: APPROVE A CONTRACT WITH THE PLUMAS CRISIS INTERVENTION AND  
RESOURCE CENTER FOR HOUSING SUPPORT FOR HOMELESS CalWORKs  
RECIPIENTS

**It is Recommended that the Board of Supervisors**

Approve a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$118,250. Authorize the Board Chair to sign the contract.

**Background and Discussion**

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

**Financial Impact**

The agreement calls for compensation not to exceed \$118,250 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

**Other Agency Involvement**

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

Copy: Debbie Wingate, Program Manager

Enclosure

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation (hereinafter referred to as "Contractor" or "PCIRC").

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 EIGHTEEN THOUSAND TWO HUNDRED FIFTY Dollars (\$118,250.00).
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by PCIRC from July 1, 2021, as set forth in Exhibit "A".
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that

Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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



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

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

County:

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

Contractor:

Plumas Crisis Intervention and Resource Center  
591 West Main Street  
Quincy, CA 95971  
Attention: Scott McCallum, 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. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Plumas Crisis Intervention and Resource  
Center (PCIRC), a California Corporation,

By: \_\_\_\_\_  
Name: SCOTT MCCALLUM  
Title: EXECUTIVE DIRECTOR  
Date signed:

**COUNTY:**


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

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

**ATTEST:**

By: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form:

 3/29/2022  
Sara James  
Deputy County Counsel II

**EXHIBIT A****Scope of Work****Housing Support Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize funds provided by the Plumas County Department of Social Services (PCDSS) to administer the CalWORKS Housing Support Program (HSP) for Plumas County. PCIRC shall include backup showing the description and date of the service and the person whom the service was provided to.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CalWORKS families into permanent housing in order to stabilize and support their achievement of self-sufficiency. .

PCDSS shall provide PCIRC with signed releases of information forms from each individual or family referred to PCIRC for Housing Support Services.

The invoice shall detail housing services. At a minimum, the invoice shall include the amount paid by PCIRC for housing, such as hotel costs, monthly rent, utilities and/or any deposits, along with date the housing was provided and receipts.

**EXHIBIT B**

**Fee Schedule**

In no event shall the total of the invoices received during the term of this Agreement exceed \$118,250.00, unless modified pursuant to the terms of this Agreement.

**Plumas Crisis Intervention and Resource Center Budget**

CalWORKs Housing Support Program	\$ 118,250.00
Cost of associated overhead or administrative support limited to 10%	_____
<b>TOTAL OF ALL EXPENSES</b>	<b>\$ 118,250.00</b>

**BECKWOURTH COUNTY SERVICE AREA**  
**C/O PLUMAS COUNTY ENGINEERING DEPARTMENT**  
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135  
*John Mannle, P.E.*                      *County Engineer and Manager, BCSA*

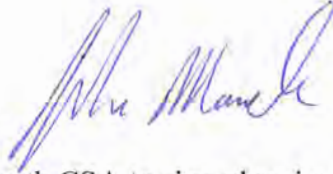
**AGENDA REQUEST**

for the April 12, 2022 meeting of the Plumas County Board of Supervisors

Date:            April 4, 2022

To:              Honorable Governing Board

From:           John Mannle, Manager, Beckwourth CSA



Subject:        1) Authorize the Manager of the Beckwourth CSA to sign planning grant agreement with State Water Board for replacing sewer lift station, inflow/infiltration study and associated sewer pond valves.

                    2) Approve Resolution designating the Manager of the Beckwourth County Service Area to contract with State Water Board, execute agreement and disburse funds.

                    3) Discussion and approve the Chair to Sign MOU between Plumas County / Beckwourth CSA and the Golden State Finance Authority for \$100,000 for a loan to assist cash flow for the Sewer Pump Station Replacement Design project; approved as to form by County Counsel; discussion and possible action.

**BACKGROUND:**

Beckwourth CSA staff have been working with the State Water Board on an application for grant funding to replace the sewer lift station and investigate the integrity of the aged sewer pipes. This process started with a rate study and median household income study paid for by the Water Board in 2017. The Median Household Income study results showed that community qualifies as a severely disadvantaged community. This designation is important as it allows for 100% grant with no required loan repayment or match on the grant.

The grant application was submitted to the State Water Board in 2018 for review with revisions required and many years of review. The State Water Board approved the grant application and forwarded the grant funding agreement March 17, 2022. This agreement for \$397,425 has been reviewed and approved as to form by County Counsel.

Professional Services agreement with Nichols Consulting Engineers (NCE) for a not to exceed amount of \$362,325 has been approved as to form by County Counsel. The difference in the amount of the grant agreement and consultant agreement will fund Beckwourth CSA staff time for administering the grant and coordination with NCE.

Beckwourth CSA has received the loan of \$20,000 approved by the Governing Board September 7, 2021 and will utilize this loan for cash flow purposes in administering the grant and reimbursement from the State, but the estimated cash flow spreadsheet received from NCE and staff projections show that additional funds will be needed in order to pay NCE before being reimbursed by the State Water Board. See attached estimated cash flow from NCE. The cash flow problems occur in the early stage of the planning project. From projections, a short-term loan of \$100,000 to maintain cash flow and allow consultant payment while waiting for grant reimbursement from the State.

Without the above loans and sufficient cash flow, Beckwourth CSA risks losing planning grant funding and future construction grant funding of up to \$1.3 million. BCSA will need additional funds for cash flow upon award of construction grant, but this will be at least one year after completion of the planning grant in August 2023.

Also attached is MOU approved as to form between Beckwourth CSA and Golden State Finance Authority for a loan of \$100,000 to sustain cash flow during execution of Grant reimbursement. The loan will be repaid in full when the Planning Grant is completed and per RCRC there is no interest since the loan is less than \$200,000.

## **RECOMMENDATION**

The Manager of BCSA respectfully recommends the Governing Board vote to:

1. Authorize the Manager of the Beckwourth CSA to sign planning grant agreement with State Water Board for replacing sewer lift station, inflow/infiltration study and associated sewer pond valves totaling \$397,425; and
2. Approve Resolution designating John Mannle to contract grant funding with State Water Board, execute agreement and disburse funds; and
3. Approve the Chair to Sign MOU between Plumas County / Beckwourth CSA and the Golden State Finance Authority for \$100,000 for a loan to assist cash flow for the Sewer Pump Station Replacement Design project.

Attachment: Planning Grant Agreement with State Water Board  
Planning Grant Resolution  
NCE Agreement  
Estimate Cash Flow  
MOU between Beckwourth CSA & Golden State Finance Authority



## State Water Resources Control Board

March 17, 2022

County of Plumas, Beckwourth County Services Area  
Attn: John Mannle, Manager  
1834 East Main Street.  
Quincy, CA 95971

Agreement Number: SWRCB0000000000D2101006  
Project Number: C-06-8425-110

Enclosed is your Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

If you are in agreement with all terms and conditions of the Agreement, please sign and date **two (2) signature** pages; return only the two (2) signature pages – it is not necessary to send the entire Agreement - **no later than thirty (30) calendar days from the date of this letter to:**

### **Overnight Mail**

State Water Resources Control Board  
Attention: Shawwna Bell  
Division of Financial Assistance  
1001 I Street, 16<sup>th</sup> Floor  
Sacramento, CA 95814

### **US Mail**

State Water Resources Control Board  
Attention: Shawwna Bell  
Division of Financial Assistance  
P. O. Box 944212  
Sacramento, CA 94244-2120

In order for the Funding Agreement to be executed by the State Water Board, the following items must also be returned with the signed signature pages:

Be aware that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at: <http://www.dir.ca.gov/lcp.asp>.

Ms. Bell may be contacted at (916) 449-5636 or [Shawwna.bell@waterboards.ca.gov](mailto:Shawwna.bell@waterboards.ca.gov)

Once the Agreement is signed by both parties, we will forward an executed copy to you for your records.

Enclosures

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR





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**CLEAN WATER PLANNING  
GRANT /SRF**

AGREEMENT No. D2101006  
by and between  
COUNTY OF PLUMAS, BECKWOURTH COUNTY SERVICES AREA ("Recipient")  
AND  
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the  
BCSA SEWER LIFT STATION REPLACEMENT, I/I STUDY, ASSOCIATED SEWER POND  
VALVES ("Project")  
PROJECT NO. C-06-8425-110

- 
- Section 13475 et seq. of the Water Code, and Resolution Nos. 2021-0021 and 2019-0064.

PROJECT FUNDING AMOUNT: \$397,425.00  
PRINCIPAL FORGIVENESS COMPONENT: \$397,425.00  
ESTIMATED REASONABLE PROJECT COST: \$397,425.00

ELIGIBLE WORK START DATE: APRIL 30, 2018  
WORK COMPLETION DATE: OCTOBER 31, 2023  
FINAL REIMBURSEMENT REQUEST DATE: APRIL 28, 2024  
RECORDS RETENTION END DATE: OCTOBER 31, 2059

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1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
  - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
  - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - EXHIBIT D – SPECIAL CONDITIONS
2. The following documents are also incorporated by reference:
  - the Waste Discharge Requirement Order No. 2014-0153-DWQ-R5220 (and/or National Pollutant Discharge Elimination System Permit No. 2014-0153-DWQ-R5220);
3. Party Contacts during the term of this Agreement are:

State Water Board		Beckwourth County Services Area	
Section:	Division of Financial Assistance		
Name:	Cheng Vue	Name: John Mannle, Manager	
Address:	1001 I Street, 16th Floor	Address: 1834 East Main Street	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip: Quincy, CA 95971	
Phone:	(916) 319-9284	Phone: (530) 283-6268	
Email:	Cheng.Vue@Waterboards.ca.gov	Email: johnmannle@countyofplumas.com	

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
  - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

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

COUNTY OF PLUMAS, BECKWOURTH COUNTY  
SERVICES AREA:

STATE WATER RESOURCES CONTROL BOARD:

By: \_\_\_\_\_  
Name: John Mannle  
Title: Manager

By: \_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

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

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

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

3/21/2022

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The Recipient operates and maintains approximately 11,000 linear feet of gravity sewer lines, a sewer lift station and a wastewater treatment system consisting of four oxidation ponds. The sewer lift station has exceeded its useful life and needs a new pump station that incorporates a backup pump and emergency generator. Additionally, the existing system is unable to accommodate existing flows due to the valves at the ponds not having the ability to direct effluent to more than one pond. An Infiltration and Inflow (I/I) Study will be prepared to determine what damaged or inadequate sewer lines throughout the collection system need to be replaced or repaired. The funding under this Agreement shall be used for the purpose to complete the necessary planning for a selected construction project that includes a new lift station, repairs and/or replacement of sections of the collection system, and upgrades and/or repairs to their wastewater valve system.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

ITEM	DESCRIPTIONS
1	Preliminary Planning and Design
	<p>1.1 Inflow and Infiltration Study: Complete an I/I Study to determine the condition of the existing sewer pipes and the extent of required repairs or replacement. The results of the study will be utilized when determining the system design capacity.</p> <p>1.2 Geotechnical Report: Conduct a geotechnical investigation and create a Geotechnical Report that includes the necessary information for the design specifications of the new lift station.</p> <p>1.3 Topographic Field Survey and Project Site Plan: Prepare a topographic survey and site plan for the selected construction project. The final site plan will indicate locations of deficient sewer pipe sections based on the results of the I/I study.</p> <p>1.4 Design Basis Report: Prepare a Design Basis Report (DBR) that summarizes and utilizes information collected from the I/I Study, Geotechnical Report, Topographic Field Survey, and Project Site Plan. The DBR will evaluate project alternatives and will identify a selected project alternative, the "Selected Construction Project." The DBR will include basic design specifications for a new lift station and will evaluate repairs and/or replacement of sections of the collection system and upgrades and/or repairs to the sewer ponds' valve system. Preliminary cost estimates for the different project alternatives will be included in the DBR. The DBR will comply with the Project Report requirements for a CWSRF Financial Assistance Application for Construction.</p> <p>Item 1 Submittals:</p> <ul style="list-style-type: none"> <li>a) I/I Report</li> <li>b) Geotechnical Report</li> <li>c) Topographic Survey</li> <li>d) Project Site Plan</li> <li>e) Draft Design Basis Report</li> <li>f) Final Design Basis Report</li> </ul>

ITEM	DESCRIPTIONS
2	Plans and Specifications
	<p>2.1 Complete 100% Plans and Specifications for the Selected Construction Project. Additional submittals include 30%, 60%, and 95% Plans and Specifications.</p> <p>Item 2 Submittals:</p> <ul style="list-style-type: none"> <li>a) 30% Plans and Specifications</li> <li>b) 60% Plans and Specifications</li> <li>c) 95% Plans and Specifications</li> <li>d) 100% Plans and Specifications</li> </ul>
3	Environmental Documents and Permits
	<p>3.1 Generate drafts of all required permits and obtain permits, when possible.</p> <p>3.2 Prepare a revised Report of Waste Discharge (if necessary).</p> <p>3.3 Complete all necessary environmental documents for the Selected Construction Project, including California Environmental Quality Act (CEQA) and Federal Cross-Cutter Documents, to satisfy the CWSRF Financial Assistance Application for Construction requirements.</p> <p>Item 3 Submittals:</p> <ul style="list-style-type: none"> <li>a) <i>Revised Report of Waste Discharge (if necessary)</i></li> <li>b) <i>Draft Environmental Documents</i></li> <li>c) <i>Final Environmental Documents</i></li> </ul>
4	CWSRF Construction Application
	<p>4.1 Submit a complete CWSRF Financial Assistance Application for Construction (General, Technical, Environmental, and Financial Packages) including all supporting documents for the Selected Construction Project.</p> <p>Item 4 Submittal:</p> <ul style="list-style-type: none"> <li>a) <i>Financial Assistance Application for Construction</i></li> </ul>
5	Project Administration
	<p>5.1 Perform necessary project administration duties including communicating with the State Water Board and professional contractors, submitting disbursement requests, submitting progress reports, and record keeping to fulfill the requirements of the Agreement.</p> <p>Item 5 Submittal: N/A</p>

**A.3 SCHEDULE.**

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
SCOPE OF WORK			
1	Preliminary Planning and Design a) I/I Study b) Geotechnical Report c) Topographic Survey d) Site Plan e) Draft Design Basis Report f) Final Design Basis Report	N/A N/A N/A N/A N/A N/A	April 30, 2022 March 31, 2022 May 31, 2022 March 31, 2022 March 31, 2022 May 31, 2022
2	Plans and Specifications a) 30% Plans and Specifications b) 60% Plans and Specifications c) 95% Plans and Specifications d) 100% Plans and Specifications	N/A N/A N/A	June 30, 2022 August 30, 2022 September 30, 2022 October 31, 2022
3	Environmental Documents and Permits a) Report of Waste Discharge (if necessary) b) Draft Environmental Documents c) Final Environmental Documents	N/A N/A N/A	January 31, 2023 March 31, 2023 June 30, 2023
4	CWSRF Construction Application a) CWSRF Construction Application	N/A	July 31, 2023
5	Project Administration	N/A	N/A
REPORTING			
	Status Reports	Quarterly	
	As Needed Information or Reports	As Needed	
FUNDING PROVISIONS			
	Disbursement Requests	As Needed	
	Final Disbursement Request	April 28, 2024	N/A

The Recipient must deliver any request for extension of the Work Completion Date no less than 90 days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

#### A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, amount budgeted, amount spent, and percent completion for each task;
- 2) Statement indicating if all critical due dates are on track;
- 3) Statement indicating if all deliverable due dates are on track;
- 4) A description of compliance with any special conditions; and
- 5) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.



EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

ITEM	DESCRIPTION	BUDGET
1	Preliminary Planning and Design	\$158,480
2	Plans and Specifications	\$153,105
3	Environmental Documents and Permits	\$35,000
4	CWSRF Construction Grant Application	\$15,740
5	Project Administration	\$35,100
	TOTAL	\$397,425

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

Subject to the prior review and approval of the Division, adjustments between existing budget line items may be used to defray allowable direct costs. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The sum of adjusted line items in the budget must not exceed the total budget amount. The Division may propose budget adjustments.

#### B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Division may withhold disbursements where costs incurred do not reflect actual time spent.
6. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
7. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
8. The Recipient must submit all draft deliverables prior to reimbursement beyond 70 percent of the Project Funding Amount, and it must submit all final deliverables to the Division prior to reimbursement beyond 90 percent of the Project Funding Amount.
9. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

#### B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at  
[https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
  - b) Failure to operate the System or the Project, unless the Division has given its approval for such non-operation;
  - c) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the

System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

- "System" means all wastewater collection, pumping, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

#### D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

#### D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

#### D.4 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

#### D.5 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

#### D.6 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts promptly by phone and email:

- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- iii. Loss, theft, damage, or impairment to Project;
- iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xv. Work Completion, and Project Completion.

#### D.7 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

#### D.8 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or

designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

#### D.9 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.



**D.10 DAMAGES FOR BREACH OF FEDERAL CONDITIONS.**

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

**D.11 ACCESS AND INSPECTION.**

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

**D.12 FINANCIAL MANAGEMENT SYSTEMS.**

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

**D.13 FEDERAL CROSS-CUTTERS.**

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient does not anticipate any construction is necessary to complete the Project, and no construction activities may occur without the Division's approval. If the Project does include construction, the Recipient agrees to comply with the Davis-Bacon provisions, and must include in full the Wage Rate Requirements (Davis-Bacon) language provided by the Division in all construction contracts and subcontracts.

- iii. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- iv. The Recipient shall comply with applicable USEPA general terms and conditions found at <http://www.epa.gov/ogd>.
- v. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.
- vi. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- vii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- viii. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- ix. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- x. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgment statement set forth in Exhibit D.
- xi. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State

Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

- xiii. The Recipient certifies to the best of its knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. 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 in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

- xiv. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
  - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
  - e. 40 CFR Part 7, as it relates to the foregoing.
  - f. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech.
  - g. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).
- xv. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xvi. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project, except as set forth in Exhibit D, that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy

conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.

- xvii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

*"During the performance of this contract, the contractor agrees as follows: "(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*

*"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.*

*"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a*



*subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

- xviii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xix. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- xx. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxi. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).
- xxiii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxiv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxvi. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly

misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- xxvii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- xxviii. The Recipient certifies that no Project Funds will be used on:
  - a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - b. Telecommunications or video surveillance services produced by such entities;
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
  - d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

D.14 SPECIAL CONDITIONS.

The Recipient shall not begin plans and specifications or environmental work until written authorization is given by the Division's Project Manager based on the Design Basis Report. A selected construction project receiving such written authorization is referred to herein as the "Selected Construction Project".

## RESOLUTION NO. 22- \_\_\_\_\_

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE PLUMAS COUNTY DIRECTOR OF PUBLIC WORKS AND MANAGER BECKWOURTH CSA, JOHN MANNLE, TO (1) CONTRACT WITH THE STATE WATER RESOURCES CONTROL BOARD (STATE WATER BOARD) UNDER AGREEMENT NUMBER SWRCB0000000000D2101006, PROJECT NUMBER C-06-8425-110 (2) EXECUTE STATE WATER BOARD REQUIREMENTS RELATED TO THE AGREEMENT, AND (3) DISBURSE FUNDS RECEIVED FROM STATE WATER BOARD AS APPROPRIATE.**

**WHEREAS**, the County of Plumas, Beckwourth County Services Area and the State Water Board desire to contract under agreement number SWRCB0000000000D2101006; and,

**WHEREAS**, the State Water Board will provide funding for County of Plumas, Beckwourth County Services Area for lift station replacement and study/replacement of sewer pond valves in accordance with Water Code §13475 et. seq.; and,

**WHEREAS**, the State Water Board requires the Board of Supervisors to adopt a resolution authorizing a single Contractor to sign the aforementioned agreement; and,

**WHEREAS**, replacing the old system which has exceeded its useful life is of paramount importance to the County, and it is to the County's benefit to authorize the Plumas County Director of Public Works to take such actions without delay.

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

1. Authorizes the Director of Public Works to accept and bind the County to any and all agreements and amendments relating to Agreement Number SWRCB0000000000D2101006 to a maximum amount of \$397,425.00 (Three-Hundred Ninety-Seven Thousand, Four-Hundred Twenty-Five Dollars and Zero cents) for the life of the agreement which terminates on October 31, 2023.
2. Authorizes the Director of Public Works to execute any and all Agreements and other documentation necessary to apply for, accept, and disburse monies received under Agreement Number SWRCB0000000000D2101006, subject to approval as to form by the Plumas County Counsel

**BE IT FURTHER RESOLVED**, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to the Agreement.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the 12th day of April, 2022, and the resolution was duly adopted at said meeting by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_

\_\_\_\_\_  
Kevin Goss, Chair  
Plumas County Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Heidi White, Clerk of the Board of Supervisors  
County of Plumas, State of California

Approved as to form:

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



**PROFESSIONAL SERVICES AGREEMENT FOR PROVIDING ASSISTANCE  
AND SUPPORT TO THE BECKWOURTH COUNTY SERVICE AREA (CSA)  
FOR THE DESIGN AND CONSTRUCTION OF  
IMPROVEMENTS TO THE BECKWOURTH CSA SEWER SYSTEM**

**THIS AGREEMENT** is made and entered into this 12 day of April, 2022 (“Effective Date”), by and between **BECKWOURTH COUNTY SERVICES AREA**, a political subdivision of the State of California (“BCSA”), and **NICHOLS CONSULTING ENGINEERS, CHTD. (NCE)**, a California corporation (“Consultant”).

**W I T N E S S E T H:**

- A. **WHEREAS**, BCSA proposes to have Consultant provide professional engineering assistance and support to BCSA staff for the design and construction of Improvements to the Beckwourth CSA Sewer System (Project”), and
- B. **WHEREAS**, BCSA has received approval of Planning Grant funding assistance from the State Board Clean Water State Revolving Fund for the Project, and
- C. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- D. **WHEREAS**, BCSA and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- E. **WHEREAS**, no official or employee of BCSA has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

**1.1. Scope of Services.** Consultant shall provide the professional services described in the Scope of Work identified in Exhibit “A”, incorporated herein by reference.

**1.2. Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

**1.3. Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

**1.4. Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

**1.5. Non-Exclusive Agreement.** Consultant acknowledges that BCSA may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

**1.6. Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of BCSA. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

**2.1. Compensation.** Consultant shall be paid in accordance with the associated Fee Schedule set forth in Exhibit "B" and associated Fee Schedule set forth in Exhibit "C", incorporated herein by reference. Consultant's compensation shall in no case exceed three hundred sixty-two thousand three hundred twenty-five dollars (\$362,325) until the termination date written in Section 4.1 of this Agreement.

**2.2 Contingency of Funding.** Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the BCSA and from the California State Water Board, Clean Water State Revolving Fund Grant Funding. If such funding and/or appropriations are not forthcoming, or otherwise limited, BCSA may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

**2.3. Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless the BCSA or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**2.4. Method of Billing.** Consultant may submit invoices to BCSA's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to BCSA's sole satisfaction. BCSA shall submit request for disbursement to pay Consultant's invoice. BCSA will pay Consultant's invoice once disbursement is received from the Water Boards. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

**2.5. Records and Audits.** Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to BCSA or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

**3.1. Commencement and Completion of Work.** The professional services to be performed pursuant to this Agreement shall commence of the Work shall be the date of execution of this Agreement. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

**3.2. Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

**4.1. Term.** This Agreement shall commence upon the Effective Date of this agreement and continue until January 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

**4.2. Notice of Termination.** The BCSA reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the BCSA.

NCE may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, NCE shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless NCE is responsible for early termination, Client agrees to release NCE from all liability for services performed.

**4.3. Compensation.** In the event of termination, BCSA shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of BCSA's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the BCSA or in the possession of the Consultant.

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

**4.4 Documents.** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the BCSA within ten (10) days of delivery of termination notice to Consultant, at no cost to BCSA. Any use of uncompleted documents without specific written authorization from Consultant shall be at BCSA's sole risk and without liability or legal expense to Consultant.

## **5.0. INSURANCE**

**5.1. Minimum Scope and Limits of Insurance.** Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

**5.2. Additional Requirements.** Contractor and BCSA agree to the following with respects to insurance provided by Contractor:

- (a) Each policy shall be endorsed to name the BCSA, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "BCSA") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the BCSA, as the additional insured.
- (c) 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 BCSA, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

- (e) Contractor's policy shall be primary insurance as respects the BCSA, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the BCSA, 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.
- (f) 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 BCSA before the BCSA's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- (g) Contractor agrees to require insurers to provide notice to BCSA thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to BCSA of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the BCSA.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

**5.3. Certificates of Insurance.** Contractor shall provide to BCSA certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by BCSA, prior to performing any services under this Agreement. BCSA 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.

**5.4. Non-limiting.** Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

## 6.0. GENERAL PROVISIONS

**6.1. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

**6.2. Representatives.** The Director of Public Works or his designee shall be the representative of BCSA for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the BCSA, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

**6.3. Project Managers.** BCSA shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with BCSA during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by BCSA.

**6.4. Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below, unless the recipient party has, by written notice to the other, provided alternate contact information. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

### **IF TO CONSULTANT:**

Mike Leacox, P.G., CEG  
Nichols Consulting Engineers, Chte  
8795 Folsom Blvd., Suite 250  
Sacramento, CA 95826  
Tel: (916) 288-5655  
Fax: (916) 388-5676

### **IF TO BCSA:**

John Mannle, P.E., Manager  
Beckwourth County Service Area  
1834 East Main Street  
Quincy, CA 95971  
Tel: (530) 283-6268  
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

**6.5. Drug Free Workplace.** Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by BCSA.

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

**6.6. Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

**6.7. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

**6.8. Assignment.** Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without BCSA's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of BCSA's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

**6.9. Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by BCSA, indemnify and hold harmless BCSA and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and BCSA by a court of competent jurisdiction because of concurrent active negligence of Contractor and BCSA Indemnitees, Contractor and BCSA agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

**6.10. Independent Contractor.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of BCSA. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

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

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

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

**6.12. Ownership of Documents.** All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of BCSA. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of BCSA. Consultant shall deliver to BCSA any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by BCSA or its authorized representative, at no additional cost to the BCSA.

**6.13. Public Records Act Disclosure.** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to BCSA may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs BCSA of such trade secret. The BCSA will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The BCSA shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

**6.14. Responsibility for Errors.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the BCSA's representative, regarding any services rendered under this Agreement at no additional cost to BCSA. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to BCSA, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of BCSA and to participate in any meeting required with regard to the correction.

**6.15. Prohibited Employment.** Consultant will not employ any regular employee of BCSA while this Agreement is in effect.

**6.16. Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

**6.17. Costs.** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_



**6.18. No Third Party Beneficiary Rights.** This Agreement is entered into for the sole benefit of BCSA and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**6.19. Headings.** Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

**6.20. Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**6.21. Amendments.** Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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

**6.23. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**6.24. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**6.25. Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**[SIGNATURES FOLLOW ON THE NEXT PAGE]**

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**FOR NICHOLS CONSULTING ENGINEERS, CHTD.**

\_\_\_\_\_  
Margot Yapp, President

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

\_\_\_\_\_  
Gregory Fasiano, Secretary

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

Taxpayer ID Number: 88-0254126

**FOR BECKWOURTH COUNTY SERVICE AREA**

**APPROVED AS TO SCOPE OF WORK:**

\_\_\_\_\_  
John Mannle, P.E., Manager  
Beckwourth CSA

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

**CONCURRENCE:**

\_\_\_\_\_  
Kevin Goss  
Chair, Board of Supervisors

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

**ATTEST:**

By: \_\_\_\_\_  
Heidi White  
Clerk of the Board of Supervisors

Approved as to form:



11/17/2021

Gretchen Stuhr  
Plumas County Counsel

\_\_\_\_\_ BCSA Initials

Consultant Initials \_\_\_\_\_

**EXHIBIT A – SCOPE OF WORK**  
**Beckwourth CSA Sewer Pump Station Replacement**

ITEM	DESCRIPTIONS
1	Preliminary Planning and Design
	<p>1.1 <b>Inflow and Infiltration Study:</b> Complete an Infiltration and Inflow (I/I) Study to determine the condition of the existing sewer pipes and the extent of required repairs or replacement. The results of the study will be utilized when determining the system design capacity.</p> <p>1.2 <b>Geotechnical Report:</b> Conduct a geotechnical investigation and create a Geotechnical Report that includes the necessary information for the design specifications of the new lift station.</p> <p>1.3 <b>Topographic Field Survey and Project Site Plan:</b> Prepare a topographic survey and site plan for the project. The final site plan will indicate locations of deficient sewer pipe sections based on the results of the I/I study.</p> <p>1.4 <b>Design Basis Report:</b> Prepare a Design Basis Report (DBR) that summarizes and utilizes information collected from the Infiltration and Inflow Study, Geotechnical Report, Topographic Field Survey, and Project Site Plan. The DBR will evaluate project alternatives and will identify a selected project alternative, the "Selected Construction Project." The DBR will include basic design specifications for a new lift station and will evaluate repairs and/or replacement of sections of the collection system and upgrades and/or repairs to the sewer ponds' valve system. Preliminary cost estimates for the different project alternatives will be included in the DBR. The DBR will comply with the Project Report requirements for a CWSRF Financial Assistance Application for Construction.</p> <p>Item 1 Submittals:</p> <p>1a) <i>Inflow and Infiltration Report</i>  2a) <i>Geotechnical Report</i>  3a) <i>Topographic Survey</i>  3b) <i>Project Site Plan</i>  4a) <i>Draft Design Basis Report</i>  4b) <i>Final Design Basis Report</i></p>
2	Plans and Specifications
	<p>2.1 Complete 100% Plans and Specifications for the Selected Construction Project. Additional submittals include 30%, 60%, and 95% Plans and Specifications.</p> <p>Item 2 Submittals:</p> <p>a) <i>30% Plans and Specifications</i>  b) <i>60% Plans and Specifications</i>  c) <i>95% Plans and Specifications</i>  d) <i>100% Plans and Specifications</i></p>

3	Environmental Documents and Permits
	<p>3.1 Generate drafts of all required permits and obtain permits, when possible.</p> <p>3.2 Prepare a revised Report of Waste Discharge (if necessary)</p> <p>3.3 Complete all necessary environmental documents for the Selected Construction Project, including California Environmental Quality Act (CEQA) and Federal Cross-Cutter Documents, to satisfy the CWSRF Financial Assistance Application for Construction requirements.</p> <p>Item 3 Submittals:  1a) <i>Permits</i>  2a) <i>Revised Report of Waste Discharge (if necessary)</i>  3a) <i>Draft Environmental Documents</i>  3b) <i>Final Environmental Documents</i></p>
4	CWSRF Construction Application
	<p>4.1 Submit a complete CWSRF Financial Assistance Application for Construction (General, Technical, Environmental, and Financial Packages) including all supporting documents for the Selected Construction Project.</p> <p>Item 4 Submittal:  a) Financial Assistance Application for Construction</p>
5	BCSA Project Administration
	<p>5.1 Perform necessary project administration duties including communicating with the State Water Board and professional contractors, submitting disbursement requests, submitting progress reports, and record keeping to fulfill the requirements of the Agreement.</p> <p>Item 5 Submittal:  N/A</p>

**EXHIBIT B – ESTIMATE & SCHEDULE**  
**Beckwourth CSA Sewer Pump Station Replacement**

**ESTIMATED COSTS**

ITEM	DESCRIPTION	BUDGET
1	Preliminary Planning and Design	\$158,480
2	Plans and Specifications	\$153,105
3	Environmental Documents and Permits	\$35,000 As needed by NCE
4	CWSRF Construction Grant Application	\$15,740
5	BCSA Project Administration	\$35,100 Excluded from NCE Agm.
	<b>TOTAL</b>	<b>\$362,325</b>

**PLANNING SCHEDULE**

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>SCOPE OF WORK</b>			
1	Preliminary Planning and Design		
	Inflow and Infiltration Study	N/A	April 30, 2022
	Geotechnical Report	N/A	March 31, 2022
	Topographic Survey	N/A	May 31, 2022
	Site Plan	N/A	March 31, 2022
	Draft Design Basis Report	N/A	March 31, 2022
	Final Design Basis Report	N/A	May 31, 2022
2	Plans and Specifications		
	10% Plans and Specifications	N/A	June 30, 2022
	20% Plans and Specifications	N/A	August 30, 2022
	30% Plans and Specifications	N/A	September 30, 2022
	40% Plans and Specifications	N/A	October 31, 2022
3	Environmental Documents and Permits		
	1a) Permits	N/A	March 31, 2023
	2a) Report of Waste Discharge (if necessary)	N/A	January 31, 2023
	3a) Draft Environmental Documents	N/A	March 31, 2023
	3b) Final Environmental Documents	N/A	June 30, 2023
4	CWSRF Construction Application		
	CWSRF Construction Application	N/A	July 31, 2023
5	Project Administration		
		N/A	N/A
<b>REPORTING</b>			
	Status Reports		Quarterly
	As Needed Information or Reports		As Needed
<b>FUNDING PROVISIONS</b>			
	Disbursement Requests		As Needed
	Final Disbursement Request	January 31, 2024	N/A



## EXHIBIT C

Collaboration. Commitment. Confidence.<sup>SM</sup>

### SCHEDULE OF CHARGES

#### PROFESSIONAL SERVICES

Principal .....	\$260/hour
Associate.....	\$210/hour
Senior .....	\$180/hour
Project .....	\$155/hour
Staff .....	\$135/hour

#### TECHNICAL SERVICES

Senior Construction Manager*.....	\$135/(\$160-PW)/hour
Senior Designer.....	\$145/hour
CADD Designer .....	\$125/hour
Senior Technician* .....	\$120/(\$145-PW)/hour
Construction Inspector* .....	\$120/(\$145-PW)/hour
CAD Technician .....	\$110/hour
Senior Field Scientist.....	\$115/hour
Field Scientist .....	\$95/hour
Project Administrator .....	\$100/hour
Field/Engineering Technician* .....	\$95/(\$120-PW)hour
Technical Editor.....	\$90/hour
Clerical.....	\$80/hour

#### CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

#### LITIGATION SUPPORT

Engineer/Scientist .....	\$300/hour
Court Appearances & Depositions .....	\$500/hour

#### EQUIPMENT

Plotter Usage .....	(separate fee schedule)
Truck .....	\$100/day
Automobile .....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing .....	\$3,500/Day
Coring.....	\$4,500/Day
Environmental Equipment.....	(separate fee schedule)

#### OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. .... cost + 15%

#### COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying.....project labor charges x 5%

#### TERMS

Billings are payable upon presentation and are past due 60 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

\*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

**Estimated Cash Flow**  
**Beckwourth Pump Station Design**  
**Plumas County, CA**

Task	Task Name	Task Fee	Duration								
			Month 1 start	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Task 1	Design Basis Report (DBR)	\$15,920		\$ 6,368	\$ 6,368	\$ 1,592					
Task 2	Regulatory Permitting (by County)	\$0									
Task 3	Inflow and Infiltration Study and Report	\$72,195		\$ 7,220	\$ 50,537	\$ 10,829	\$ 3,610				
Task 4	Topographic Field Survey and Project Site Plan	\$65,320		\$ 6,532	\$ 26,128	\$ 26,128	\$ 6,532				
Task 5	Geotechnical Investigation	\$5,045		\$ 252	\$ 4,288		\$ 505				
Task 6	Design										
Task 6.1	Pump Station PS&E PM Task	\$11,780					\$ 2,356	\$ 2,356	\$ 2,356	\$ 1,178	
Task 6.2	Background Review & Service Extension Review	\$7,380				\$ 3,690	\$ 3,690				
Task 6.3	30 Percent Design	\$15,027					\$ 3,757	\$ 7,514	\$ 3,757		
Task 6.4	60 Percent Design	\$25,600						\$ 6,400	\$ 12,800	\$ 6,400	
Task 6.5	95 Percent Design	\$18,755							\$ 4,689	\$ 9,378	\$ 4,689
Task 6.6	100 Percent Design	\$8,052									\$ 4,026
Task 6.7	Collection System Rehabilitation Design	\$66,510					\$ 6,651	\$ 19,953	\$ 16,628	\$ 9,977	\$ 6,651
Task 7	Bidding Activities	\$10,275									
Task 8	Construction Grant Application	\$15,740									
	<i>Estimated Cash Flow</i>	<b>\$337,599</b>	\$ 20,372	\$ 87,321	\$ 42,239	\$ 28,692	\$ 36,223	\$ 40,229	\$ 28,110	\$ 16,544	

Task	Task Name	Task Fee	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	chk total
Task 1	Design Basis Report (DBR)	\$15,920										\$ 15,920
Task 2	Regulatory Permitting (by County)	\$0										\$ -
Task 3	Inflow and Infiltration Study and Report	\$72,195										\$ 72,195
Task 4	Topographic Field Survey and Project Site Plan	\$65,320										\$ 65,320
Task 5	Geotechnical Investigation	\$5,045										\$ 5,045
Task 6	Design											\$ -
Task 6.1	Pump Station PS&E PM Task	\$11,780	\$ 1,178									\$ 10,602
Task 6.2	Background Review & Service Extension Review	\$7,380										\$ 7,380
Task 6.3	30 Percent Design	\$15,027										\$ 15,027
Task 6.4	60 Percent Design	\$25,600										\$ 25,600
Task 6.5	95 Percent Design	\$18,755										\$ 18,755
Task 6.6	100 Percent Design	\$8,052	\$ 4,026									\$ 4,026
Task 6.7	Collection System Rehabilitation Design	\$66,510	\$ 6,651									\$ 59,859
Task 7	Bidding Activities	\$10,275		\$ 5,138	\$ 5,138							\$ -
Task 8	Construction Grant Application	\$15,740		\$ 5,138	\$ 5,138	\$ -		\$ 3,935	\$ 3,935	\$ 3,935	\$ -	\$ 299,729
	<i>Estimated Cash Flow</i>	<b>\$337,599</b>	\$ 11,855	\$ 5,138	\$ 5,138	\$ -	\$ 3,935	\$ 3,935	\$ 3,935	\$ 3,935	\$ -	\$ 299,729

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOLDEN STATE FINANCE AUTHORITY  
AND  
THE BECKWOURTH COUNTY SERVICE AREA  
REGARDING AN ADVANCEMENT OF FUNDS FOR PUBLIC PURPOSES**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is dated April 12, 2022 and made between the **GOLDEN STATE FINANCE AUTHORITY (“GSFA”)** and the **Beckwourth CSA (“District”)**. This MOU is made in reference to the following facts:

**RECITALS:**

- (a) GSFA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, exercising powers common to its thirty-five member counties and all additional powers given to a joint powers entity under any of the laws of the State of California.
- (b) Under that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019, GSFA is authorized to finance the construction, acquisition, improvement, preservation, and rehabilitation of real property and infrastructure; and to establish and operate programs and projects to promote public safety, economic development, and environmental protection.
- (c) Under Government Code section 6588, subdivision (j), GSFA is further authorized to “[m]ake secured or unsecured loans to any local agency in connection with the financing of capital improvement projects” not to “exceed the total cost of the public capital improvements.”
- (d) County is a full member of GSFA, and a signatory to that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.
- (e) County Beckwourth CSA has received a grant from the California State Water Board – Division of Financial Assistance Clean Water State Revolving Fund . The terms of this grant does not provide for advance payments sufficient to allow District to fully perform these services, and District must therefore expend its own funds in the performance of these services, and then subsequently obtain reimbursement under the grant,
- (f) Delayed reimbursement under the grant causes financial hardship for District, and may impair District's ability to fully perform the foregoing services absent advance funding from another source.



- (g) GSFA and District have the power, common to both, to complete the Planning/Design Grant for Beckwourth CSA Sewer Lift Station Replacement, Inflow/Infiltration Study, and Associate Sewer Ponds Valves.
- (h) Under the Joint Exercise of Powers Act (Gov. Code, §§ 6500 et seq.), GSFA and District are authorized to enter into an agreement to jointly exercise any power common to both entities. Government Code section 6504 further provides that “advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement.”
- (j) It is in the public interests of GSFA to assist District performing the Planning and Design of the Beckwourth CSA Sewer Lift Station Replacement, Inflow/Infiltration Study, and Associate Sewer Ponds Valves., in order to allow District to fully perform these services and then obtain reimbursement from California State Water Board – Division of Financial Assistance Clean Water State Revolving Fund. Such an advancement of public funds will promote the public purposes of GSFA as set forth above.
- (k) The GSFA Board of Directors has approved Resolution Nos. 20-06 and 20-08 establishing a revolving loan program for public projects in GSFA member counties consistent with the foregoing, and authorizing the GSFA Executive Director or designee to establish revolving loan program terms and approve program contracts and implementing documents.

**THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:**

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by Government Code sections 6500 et seq. and Section 6 of that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.
3. Amount and Conditions. Pursuant to Government Code sections 6504 and 6588, subdivision (j), GSFA shall provide an advance of \$100,000.00 to District. These funds shall be used by DISTRICT exclusively to perform Planning and Design of the Beckwourth CSA Sewer Lift Station Replacement, Inflow/Infiltration Study, and Associate Sewer Ponds Valves, as set forth herein.
4. Interest. Any funds advanced to District pursuant to this MOU shall accrue interest to GSFA at the rate of 0% per annum.
5. Repayment. Any funds advanced pursuant to this MOU shall be repaid to GSFA in full, with interest as set forth above, at the **earliest** of the following times:

- a. Promptly upon DISTRICT's receipt of reimbursement from California State Water Board – Division of Financial Assistance Clean Water State Revolving Fund for services performed on the projects referred to in Section (e) of the Recitals; or
  - b. June 30, 2023.
6. Security. The account receivable constituting the security for repayment under this MOU is the anticipated revenue from the funds to be received from California State Water Board – Division of Financial Assistance under that certain Clean Water State Revolving Fund. In addition District pledges to repay GSFA from any and all revenue lawfully available to District for repayment.
7. Accounting. District shall maintain an accounting of all funds advanced pursuant to this MOU and shall provide any documentation and records to GSFA upon request.
8. Compliance with Law. District shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules, and in accordance with the terms of the aforementioned grants.
9. Independent Contractor. District shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow GSFA to exercise discretion or control over the professional manner in which District performs the services which are the subject matter of this contract. District staff performing services under this MOU shall at all times remain employees of District, and shall not be deemed employees of GSFA for any purpose. District shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any District employee providing services under this MOU.
10. Indemnification. District shall hold harmless, defend, and indemnify GSFA and its affiliates, and their respective agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSFA) being damaged by the negligent acts, willful acts, or errors or omissions of District, or any person employed by or under District in any capacity, during the performance of any services or activities provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSFA. District shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

11. Insurance. District shall secure and maintain in full force and effect during the full term of this MOU commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to GSFA. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
12. No Third Party Beneficiary. Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.
13. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
14. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
15. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.

**IN WITNESS WHEREOF**, GSFA and District have executed this Memorandum of Understanding on the day and year set forth below.

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

**GOLDEN STATE FINANCE AUTHORITY**

**By:** \_\_\_\_\_  
**Executive Director**

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

**COUNTY OF PLUMAS**

**By** \_\_\_\_\_  
**KEVIN GOSS, CHAIR**  
**BOARD OF SUPERVISORS**

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

**BECKWOURTH COUNTY SERVICE AREA**

By

\_\_\_\_\_  
**KEVIN GOSS, CHAIR**  
**BECKWOURTH CSA GOVERNING BOARD**

Approved as to form:



4/4/2022


\_\_\_\_\_  
Gretchen Stuhr  
Plumas County Counsel



## Plumas County Environmental Health

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

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

Date: March 31, 2022  
To: Honorable Board of Supervisors  
From: Rob Robinette, Interim Director   
Re: Agenda Item for April 12, 2022

Recommendation:

Authorize Environmental Health to transfer funds from Regular Wages to Professional Services:

- Request authorization to transfer \$26,000 from Regular Wages to Professional Services for the purpose of continued funding of the CA Environmental Health Administrators (CAEHA) Environmental Health Support Contract through June 30th 2022. This budget transfer is necessary for CAEHA to continue to provide Environmental Health with staff training and field services support.

Background and Discussion:

The CAEHA contract with Environmental Health is vital as it enables continued reasonable and local enforcement of hazardous materials regulations, and among other services, provides necessary field training of Environmental Health staff until they are qualified to conduct inspections on their own.

The funds proposed for transfer are available due to vacancies in Environmental Health professional staffing from resignations, transfers, and retirement.

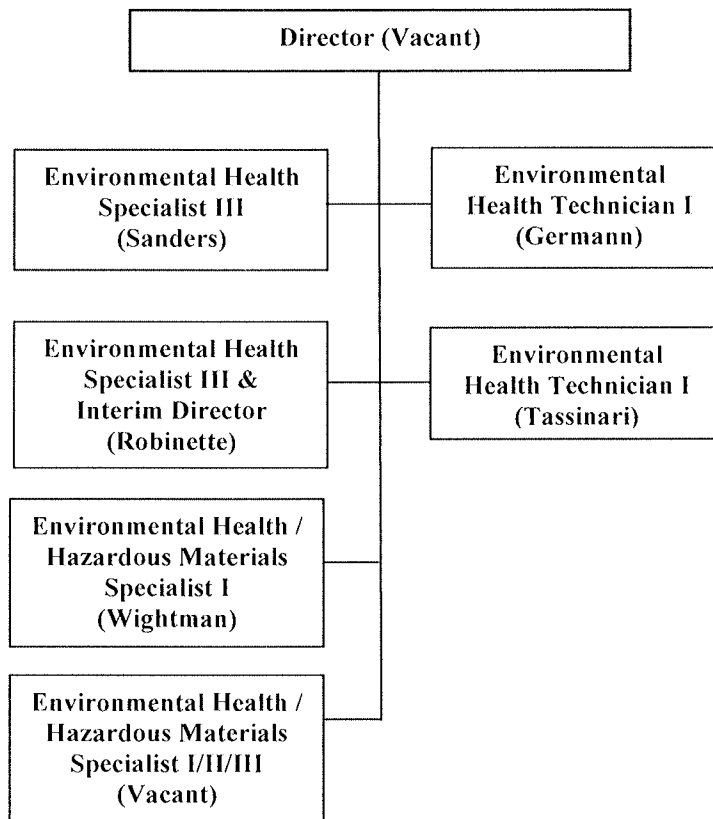
In order to avoid the loss of the local hazardous materials regulatory program, the Board is requested authorize the transfer to continue the CAEHA contract through the end of FY21-22.

If you have any questions, please do not hesitate to contact me at 283-6593.

Thank you.

Enclosures: Position Allocation Report for FY21-22  
Organization Chart  
CAEHA Professional Services Contract #21-252

# ENVIRONMENTAL HEALTH



TRANSFER NUMBER  
(Auditor's Use Only)

Date 4/5/2022

### Approval Required

- ☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

☒ TRANSFER TO OR ☐ SUPPLEMENTAL EXPENDITURE ACCOUNTS

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) The funds in Professional Services are insufficient to continue the CAEHA services to Env Health through the FY.

B) The funds remaining in Regular Wages are available due to two (2) vacancies.

C) CAEHA services are vital to Env Health in the area of Hazardous Materials regulatory inspections and staff training support.

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

### **INSTRUCTIONS:**

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



# Environmental Health

Allocations 2021/2022				
CLASSIFICATION		21/22 Positions Adopted	Employee Names and FTEs	21/22 Positions Vacant
ENVIRONMENTAL HEALTH	20550			
Environmental Health Director		1.000	1.0 VACANT	
Senior Environmental Health Specialist		0.000	1.0 William Sanders - Env. Health Spec. (III)	
Environmental Health Specialist I/II/III OR		4.000	1.0 Rob Robinette - Env. Health Spec. (III) (Interim Dir.)	
Hazardous Materials Specialist I/II/III			1.0 Kathryn Wightman - HMS (I)	
			1.0 VACANT	
Environmental Health Technician I/II		0.000		
Environmental Health Aide		0.000		
Administrative Assistant I/II		2.000	1.0 Shireen Germann (II)	
			1.0 Rebecca Tassinari (II)	
Office Assistant I/II/III		0.000		
		7.000	5.0 filled	2.000

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN THE COUNTY OF PLUMAS AND CALIFORNIA ASSOCIATION OF**  
**ENVIRONMENTAL HEALTH ADMINISTRATORS**

THIS AGREEMENT is made this 12th day of April 2021, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA), (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. **TERM**

The term of this Agreement shall commence on May 4, 2021, and shall terminate June 30, 2022.

2. **PROJECT**

County requests Contractor to work on a Flex schedule to perform duties as a *Registered Environmental Health Specialist* with duties and responsibilities as outlined in Appendix A Scope of Work. Unless otherwise approved by the County, Contractor shall provide part time services through its employee, Jerry Sipe and/or REHS to be determined.

3. **DUTIES**

Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage by assignment projects which are highly complex and difficult in nature.

4. **COMPENSATION**

- A. Contractor shall be paid \$106.09 per hour for Jerry Sipe and/or REHS to be determined. Staff will work on a flexible schedule approved by the County in advance. If overtime is required, and has been approved by the County for the contractor in advance, the hourly rate is \$159.14. CAEHA shall invoice County for work performed by the 15th of each month with summary of time worked.
- B. If travel is requested, Hotel reimbursement at cost (not to exceed \$160 per night and state rate will be requested). If hotels are hard to find under \$160 per night, County will pre-approve the higher hotel costs. Receipts will be provided.
- C. If County requests travel then mileage will be reimbursed by County at current IRS rate (currently at .56 per mile).

- D. Per diem rates of \$7.00 for breakfast, \$11.00 for Lunch, \$26.00 for dinner if travel by County is requested.
- E. If postage or shipping costs are required to accomplish scope of work services, the County will reimburse with receipts.
- F. Invoices will be sent monthly to the County and payment to be made directly to CAEHA - Tax ID#94-1675492 a 501(c)(4):

**California Association of Environmental Health Administrators**  
**Attn: Sheryl Baldwin, Contract Manager**  
**P.O. Box 2017**  
**Cameron Park, CA 95682-2017**  
Telephone: (530) 676-0715 or cell (530)-363-0027  
Email: [Sheryl@ccdeh.com](mailto:Sheryl@ccdeh.com)

- G. All payment requests must be reviewed and approved by the County. Total compensation for the services rendered (including any travel, per diem or other expenses) under this **Agreement shall not exceed Ninety-Four Thousand Five Hundred Dollars (\$94,500).**
- H. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder to be paid within 30 days of a proper invoice. Interest will be added at 5% per month for invoices paid after 90 days.
- I. CAEHA has to comply with new COVID-19 Safe Families Act sick time if an employee is required to take 14-day quarantine, this sick time would be invoiced.

5. **INSURANCE REQUIREMENTS**

Contractor shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

- A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly

maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change.

- B. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice 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). The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.
- C. **Automobile liability coverage:** Contractor shall maintain 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.
- D. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

6. **HOLD HARMLESS**

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement, and out of any assertion by any employee of Contractor that they are individually entitled to compensation or benefits of any kind directly from the County as a result of their work performed for the County under this Agreement. If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including

reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. **TERMINATION**

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness. Such a termination shall be effective immediately upon notice to Contractor.
- (2) For any reason satisfactory to County (without cause) provided, however, Contractor shall be given fourteen (14) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1) Upon County's failure, neglect or refusal to make any payment as required hereunder.
- (2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.
- (3) Upon fourteen (14) days written notice to County.

8. **STATUS**

Contractor and County agree that Contractor is an independent contractor and in no event shall Contractor or any of its employees be considered an employee of the County.

9. **ASSIGNMENT**

This Agreement is for the professional services of Contractor and in particular for the services of Contractor's employee Jerry Sipe and/or other REHS staff to be determined, and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. **NOTICE**

Any and all notices, invoices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: Plumas County Department of Environmental Health  
Robert Robinette, Environmental Health Interim Director  
270 County Hospital Road  
Courthouse Annex Room 127  
Quincy, CA 95971  
Email: [robrobinette@countyofplumas.com](mailto:robrobinette@countyofplumas.com)  
530-263-6593

Contractor: California Association of Environmental Health Administrators  
Justin Malan, Executive Director  
910 K Street, Suite 300  
Sacramento, CA 95814  
Telephone: (916) 448-1015  
Email: [Justin@ccdeh.com](mailto:Justin@ccdeh.com)


IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

**COUNTY**

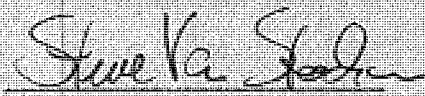
  
Jeff Bagel  
Chair, Board of Supervisors

Date: 5-4-2021

**CONTRACTOR**


  
April Meneghetti, President CAEHA  
Tax ID#94-1675492

Date: 5/5/2021


  
Steve Van Stockum,  
Secretary/Treasurer CAEHA

Date: 5/4/2021

**ATTEST:**

  
Heidi Putnam, Clerk of the Board

Approved as to form:

  
Gretchen Stuhr  
Plumas County Counsel

4/21/2021

## APPENDIX A

### Scope of Work Registered Environmental Health Services

Plumas County Environmental Health Department seeks an Registered Environmental Health Specialist (REHS) to address a backlog of inspections at the Director's discretion.

Consultant shall provide Environmental Health inspection services to Plumas County as requested by the Director of Environmental Health or his/her designee. Said services shall include, but not limited to, the following:

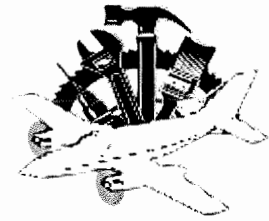
- A. Consultant shall conduct routine inspections, investigations and permitting of regulated environmental health facilities, which include, but are not limited to, the following: Certified Unified Program Agency (CUPA) facilities, and general environmental health services.
- B. Consultant shall prepare, on behalf of the County, written inspection reports of each facility inspection or investigation. Consultant shall provide written documentation of all inspections, investigations, site visits or complaints for each activity performed.
- C. Consultant shall review facility permits, business plans, reports, California Environmental Reporting System (CERS), correspondence, and facility files for completeness and prepare necessary reports or correspondence
- D. Consultant shall assist County with preparation of State reports, State evaluations, and meetings that are conducted in the County as recognized within the scope and practice of environmental health.
- E. Consultant shall assist the County with environmental health program planning and evaluation.
- F. Aboveground Petroleum Storage Act (APSA) and Hazardous Waste Operations Certifications are necessary.
- G. Other REHS work as directed by the Director of Environmental health.



JD Moore  
Director

## County of Plumas Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: **April 12, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize the Director of Facility Services & Airports to recruit, and fill vacant extra help position at Rogers Field (Chester Airport).

---

### **Recommendation**

Approve and authorize the Director of Facility Services & Airports to recruit, and fill vacant extra help position at Rogers Field (Chester Airport).

### **Background and Discussion**

This extra help position became available on June 24, 2021 when the previous Airport Manager resigned, and his extra help employee was hired as the new Airport Manager. This is a minimum wage position, and is paid for out of the Airport extra help budget (51010).

### **Attachments**

Critical Staffing Memo



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2021/2022

1. Is this a legitimate business, statutory, or financial justification to fill the position?

*Yes*

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

***It is critical that this extra help position is approved/filled, as spring/summer is the busiest time of the year at the Airport, and can become extremely busy during fire season.***

3. How long has this position been vacant?

***This position became vacant on June 24, 2021 when the previous Airport Manager resigned, and his extra help employee was hired as the new Airport Manager.***

4. Can the department use other wages until the next budget cycle?

***Yes, this position is paid for out of the Airport extra help budget (51010).***

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

***Most small Airports have someone to assist the Airport Manager***

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

***Maintenance of equipment, grounds, etc. at the Airport will be impacted if this position is not filled, as the Airport is busiest in spring/summer.***

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

*N/A*

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

*N/A*

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

*No*

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

*No.*

10. 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?

*Filling this position will not impact the general fund, as it is funded out of the Airport extra help budget (51010).*

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

*No.*



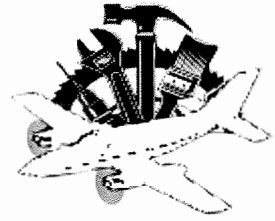
JD Moore  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971

**Item 4B2**



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

DATE: **April 12, 2022**

TO: Honorable Board of Supervisors

FROM: JD Moore – Facility Services Director

SUBJECT: Approve and authorize the Director of Facility Services & Airports to recruit, and fill two vacant extra help positions within the Facility Services Department.

---

### **Recommendation**

Approve and authorize the Director of Facility Services & Airports to recruit, and fill two vacant extra help positions within the Facility Services Department.

### **Background and Discussion**

The extra help positions typically run from April/May through October/November depending on weather and need for grounds keeping.

One extra help position became available in November, 2021 when the employee accepted another position due to the fact that he would be laid off (end of season).

The second extra help position was never filled due to a lack of applicants.

These are minimum wage positions, and are paid for out of the Facility Services extra help budget (51010).

### **Attachments**

Critical Staffing Memo

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2021/2022

1. Is this a legitimate business, statutory, or financial justification to fill the position?

**Yes**

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

***It is critical that the two extra help positions are approved/filled, as spring/summer is the busiest time of the year for Facility Services due to the amount of yard work that is required.***

3. How long has this position been vacant?

***One of the positions became available in November, 2021 when the employee accepted another position because he was going to be laid off (end of season). The second position was never filled due to a lack of applicants.***

4. Can the department use other wages until the next budget cycle?

***Yes, these positions are extra help and will be using other wages.***

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

***Similar departments typically use extra help in the spring/summer due to the increased workload.***

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

***Without the assistance of the extra help employee(s), full time maintenance workers have to spend more time doing yard work rather than performing more "technical" work.***

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

**N/A**

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

**N/A**

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

***No***

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

***No.***

10. 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?

***Filling this position will not impact the general fund, as it is already budgeted for in FY21-22***

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

***No, this Department is funded by the general fund.***



## **BOARD OF SUPERVISORS STAFF REPORT**

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director  
**MEETING DATE:** April 12, 2022  
**SUBJECT:** Memorandum of Understanding to be a collaborator under the Plumas Emergency Forest Restoration Team (EFoRT); discussion and possible action

### **RECOMMENDATION:**

Approve and authorize Chair to sign Memorandum of Understanding (MOU) to be a collaborator under the Plumas Emergency Forest Restoration Team (EFoRT); approved as to form by County Counsel.

### **BACKGROUND:**

The formation of an Emergency Forest Restoration Team (EFoRT) as decreed in the Governor's "California Wildfire Forest Resilience Action Plan" (January 2021); Action Item 1.14 - "CALFIRE and other State agencies will explore the potential for developing emergency forest restoration teams to assist small landowners impacted by wildfires with funding and expertise to restore their properties and help prevent further damage to life, property and natural resources."

The Feather River Recourse Conservation District's is leading the effort to provide no-cost technical assistance for landowners regarding fire recovery, erosion control, fuels reduction, timber stand improvement, and other resource interests and concerns. Over \$10.5 million dollars has been secured from CAL FIRE and the US Forest Service for this effort in response to the need to implement post-wildfire restoration activities for affected private non-industrial landowners with "non-hazard trees" dead and dying trees interior to their property. Primary objectives are to provide rapid assessments, secure permitting, and create an implementation plan for restoration. If interested in learning more about obtaining assistance, please fill out the "Landowner Assistance Form" at the following link: <https://www.frrcd.org/landowner-technical-assistance.html>

### **DISCUSSION:**

The purpose of the MOU is to enable the collaborators to provide services and equipment to one another, to submit joint funding proposals, and to collaborate on planning and implementation efforts with the stated goal of wildfire restoration and resilience in Plumas County.

The MOU provides collaborators with local autonomy while empowering them to share knowledge, resources, goals, and strategies in achieving local, regional, and state priorities.

Fellow collaborators of the EFoRT include, but are not limited to: Feather River Land Trust, Feather River Resource Conservation District, Plumas County Firesafe Council, University of California Cooperative Extension, Sierra Institute for Community and Environment, Maidu Summit Consortium, and National Resource Conservation Service.

The following principles guide the joint efforts:

1. An acknowledgement of the need for wildfire restoration projects developed and implemented at a localized level;
2. A shared, open platform that provides an ongoing framework for inclusive, efficient cooperation;
3. An inclusive approach that creates an avenue for Members to participate at different levels; and
4. A coordinated approach to communicating about and advocating for the issues that are important to EFoRT Members

The collaborators seek to increase coordination and collaboration among one another and with state and/or federal agencies, improve work quality and efficiency, expand program impacts, and better support regional dialogue and information exchange in Plumas County. Members recognize that they each remain independent from the others in governance, function, and obligation while working cooperatively. It is the intent to provide services to assist in wildfire recovery and forest health in the region through these efforts.

The MOU will serve a critical function in helping to conserve, protect, and restore forested landscapes in the region by the provision of technical assistance, education and outreach programs, monitoring and assessment services, and funding opportunities to help residents improve the long-term stewardship of the Region's natural resource base.

Plumas County's role is that of "Liaison" and "Outreach."

A collaborator may withdraw from the MOU, with or without cause, upon thirty (30) days advance written notice.

**ATTACHMENT:** EFoRT MOU

## **EMERGENCY FOREST RESTORATION TEAM**

### **MEMORANDUM OF UNDERSTANDING FOR THE EXERCISE OF JOINT POWERS**

THIS MEMORANDUM OF UNDERSTANDING FOR THE EXERCISE OF JOINT POWERS (this “MOU”) dated for reference purposes as of \_\_\_\_\_, 2022, is entered into by and among the collaborators of the Plumas Emergency Forest Restoration Team (EFoRT), organized and existing under the Constitution and laws of California, that may include, but not be limited to: Feather River Land Trust, Feather River Resource Conservation District, Plumas County Firesafe Council, University of California Cooperative Extension, Sierra Institute for Community and Environment, Maidu Summit Consortium, Plumas County, and National Resource Conservation Service. Each party to this MOU may be referred to herein individually as a “Member” or “Party” and collectively as the “Members” or “Parties.”

### **RECITALS**

WHEREAS, each of the Parties to this MOU is a partner in the Plumas EFoRT created and functioning pursuant to Action item 1.14 in the “California Wildfire Forest Resilience Action Plan;” and

WHEREAS, each of the Members is a willing collaborator within the scope of the Plumas EFoRT; and

WHEREAS, the Members seek to increase coordination and collaboration among one another and with state and/or federal agencies, improve work quality and efficiency, expand program impacts, and better support regional dialogue and information exchange in Plumas County, California; and

WHEREAS, the Members share an interest in and goals concerning the restoration and stewardship of lands affected by wildfire in the region; and

WHEREAS, the Members also seek to hone their shared message and voice such that their views and interests are heard by state and regional decision-makers and such that their input is valued commensurate with their collective impact on the ground; and

WHEREAS, the Members have a common objective of providing technical and financial assistance programs that are locally-led to help communities recover from the impacts of wildfire and become more resilient to future wildfires; and

WHEREAS, the Members agree that many of the watersheds, forests, habitat corridors, and other natural resource features affected by wildfire necessitate the development and implementation of coordinated restoration strategies; and



WHEREAS, the Members have expertise and resources available, and desire to promote the effective functioning of the Plumas EFoRT; and

WHEREAS, there exist many opportunities to collaboratively address challenges to watershed health, biodiversity, climate change mitigation and adaptation, in the wake of wildfires; and

WHEREAS, the Members agree that joint action in obtaining contracts and grants, and the sharing of services, staff, facilities, equipment, and materials will best achieve the goals of all Members; and

WHEREAS, Members recognize that they each remain independent from the others in governance, function, and obligation while working cooperatively; and

WHEREAS, to achieve the above purposes, the Members wish to establish an EFoRT, to define collaborative expectations, and to clarify roles and responsibilities of the Members when they coordinate and collaborate to deliver programs that support restoration goals; and

WHEREAS, the public, the California Legislature, and various California State Agencies have expressed concern for wildfire recovery and creating fire risk reduction communities in the Region. It is the intent of the Members to provide services to assist in wildfire recovery and forest health in the Region through these efforts; and

WHEREAS, the Members agree this MOU shall serve a critical function in helping to conserve, protect, and restore forested landscapes in the Region by the provision of technical assistance, education and outreach programs, monitoring and assessment services, and funding opportunities to help residents improve the long-term stewardship of the Region's natural resource base.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this MOU.
2. **Purpose.** The purpose of this MOU is to enable the Members to provide services and equipment to one another, to submit joint funding proposals, and to collaborate on planning and implementation efforts with the stated goal of wildfire restoration and resilience in Plumas County, California.
3. **Principles.** This MOU provides Members with local autonomy while empowering them to share knowledge, resources, goals, and strategies in achieving local, regional, and state priorities. The following principles guide the joint efforts of Members:
  - i. An acknowledgement of the need for wildfire restoration projects developed and implemented at a localized level;
  - ii. A shared, open platform that provides an ongoing framework for inclusive, efficient cooperation;
  - iii. An inclusive approach that creates an avenue for Members to participate at different levels; and
  - iv. A coordinated approach to communicating about and advocating for the issues that are important to EFoRT Members
4. **Organization and Function.**
  - i. No Separate Agency. This MOU does not establish any agency or entity which is a separate agency or entity from the Parties. This MOU does not establish or impose any governance structure or requirements on individual Members, and each Member will continue to be governed according to its own bylaws, policies and procedures, and authorities.
  - ii. Voluntary Participation in Projects and Programs. The Plumas Emergency Forest Restoration Team will function as a voluntary at-will resource for Members' staff and board members, and each Member will maintain independence from one another until one or more Members voluntarily choose to collaborate on a specific project or effort. Each Member within the EFoRT has the power to enter into agreements with other Members to support the goals and mission stated in this MOU. The EFoRT will be flexible and allow Members to determine how best to formalize agreements for individual projects or efforts. Each Member may continue to utilize its best practices and individual

discretion to review projects, develop and approve agreements, and set billing rates for its services.

- iii. Contracts for Services. Members may provide services to one another by entering into written agreements with one or more other Members. One agreement will be developed for each project or program. The agreement will specify which Members are participating, timeline, billing rates, method for billing rate changes, and terms of payment. If based on grant funding, each such agreement shall attach a copy of the original grant agreement.
- iv. Contracts for Equipment Sharing. Members may coordinate sharing of equipment by entering into written agreements with one or more other Members. One agreement will be developed for each shared project or program. The agreement will specify which Members are participating, timeline, billing rates, method for billing rate changes, and terms of payment.
- v. Coordination of Funding Proposals. Members may coordinate on the drafting and submission of funding proposals. The agreements will provide a process to determine which Members are participating, email confirmation that participating Members are interested in particular proposals, which Member will be the contract holder, timeline, billing rates, method for billing rate changes, and terms of payment.
- vi. Terms and Conditions of Separate Agreements.
  - 1. Separate agreements entered into pursuant to this Section 4 shall contain the terms and conditions set forth in Exhibit A, unless otherwise agreed by the parties to such separate agreement.
  - 2. Separate agreements entered into pursuant to this Section 4 may also contain terms and conditions that include, but may not be limited to, the following: specific procedures for project or program decision-making, how funds will be received and disbursed, work reports and grant proposals, how information will be furnished to the participating Members, and how information and decisions will be shared and discussed at the participating Members' Board of Directors meetings.

5. **Effective Date; Term.** This MOU shall become effective on the date when signed by authorized representatives of the legislative bodies of Members listed in the first paragraph of this MOU (“Effective Date”), and shall continue in full force and effect until terminated.
6. **Amendment.** This MOU may only be amended pursuant to a written instrument executed by all Parties hereto.
7. **Parties to MOU.** Each Member certifies that it intends to and does contract with other Members as Parties to this MOU and, with such other entities as may later be added as Parties to this MOU.
8. **New Members.** With the approval of all Parties to this MOU, any Member that is not named in the first paragraph of this MOU, may become a party to this MOU. Such Party requesting membership shall apply by sending to each of the Members a resolution of its legislative body evidencing its approval of this MOU and a copy of this MOU signed by its authorized signatory. The date that the applying Party will become a Member will be the date when the last of the current Parties approved the applying Party’s membership.
9. **Withdrawal; Termination.** A Member may withdraw from this MOU, with or without cause, upon thirty (30) days advance written notice to each of the Members. The rights and obligations of such Member shall terminate thirty (30) days after the date of mailing such notice; provided, however, that such withdrawal shall not relieve such Member from its obligations under any existing agreements relating to any services, equipment, projects, programs, bonds, certificates of participation or other obligations except in accordance with such separate agreements. If, after the Effective Date, a Member withdraws from the MOU and such withdrawal results in fewer than two(2) remaining Members, this MOU shall automatically terminate upon the effective date of such withdrawal; provided, however that such termination shall not relieve any Members from their obligations under any existing contracts relating to any services, equipment, projects, programs, bonds, certificates of participation or other obligations except in accordance with such separate agreements.
10. **Notices.** All notices and other communications required or permitted to be given under this MOU, including any notice of change of address, shall be in writing and addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

Feather River Land Trust  
Shelton Douthit, Executive Director  
75 Court Street Quincy, CA 95971  
530-283-5758

Feather River Resource Conservation District  
Michael Hall, District Manager  
422 North Mill Creek  
Quincy CA, 95971  
530-927-5299

Maidu Summit Consortium  
Trina Cunningham, Executive Director  
289 Main Street #7  
Chester CA, 96020  
530-258-2299

Natural Resource Conservation Service  
Ben McNally, District Conservationist  
159 Lawrence St  
Quincy CA, 95971  
530-283-7511

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

Plumas County Firesafe Council  
Hannah Hepner, Program Manager  
418 North Mill Creek  
Quincy, CA 95971  
530-927-5281

Sierra Institute for Community and Environment  
Jonathan Kusel, Executive Director  
4438 Main Street  
Taylorsville CA, 95983  
530-284-1022

University of California Cooperative Extension  
Ryan Tompkins, Forester and Natural Resources Advisor, RPF No. 3108  
208 Fairground Road  
Quincy CA, 95971  
530-283-6125

11. **Integration.** The terms and conditions of this MOU, all exhibits attached hereto, and all documents expressly incorporated by reference, represent the entire agreement of the parties with respect to the subject matter of this MOU. This MOU shall supersede any and all prior agreements, oral or written, regarding the subject matter of this MOU.
12. **Periodic Review.** The Parties shall review and consider changes to the terms and conditions of this MOU at least every three (3) years from the Effective Date, or as otherwise desired by the Parties.
13. **Governing Law.** This MOU will be governed by and construed in accordance with the laws of the State of California. The Parties will comply with all applicable federal, state, and local laws in the exercise of their rights and performance of their obligations under this MOU.
14. **No Third Party Beneficiaries.** This MOU is made solely for the benefit of the Parties hereto, with no intent to benefit any non-signatory third parties.
15. **Construction of MOU.** Each Party has had an equivalent opportunity to participate in the drafting of this MOU and/or to consult with legal counsel. Therefore, the rule of construction that ambiguities be resolved against the drafting party shall not apply.
16. **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.
17. **Severability.** Should any term or provision of this MOU be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING FOR THE JOINT EXERCISE OF POWERS has been entered into by the Parties on the dates indicated below.

**Feather River Land Trust**

Shelton Douthit, Executive Director

Signature: \_\_\_\_\_

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

**Feather River Resource Conservation District**

Michael Hall, District Manager

Signature: \_\_\_\_\_

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

**Maidu Summit Consortium**

Trina Cunningham, Executive Director

Signature: \_\_\_\_\_

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

**Natural Resource Conservation Service**

Ben McNally, District Conservationist

Signature: \_\_\_\_\_

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

**Plumas County**

Board Chair, Plumas County Board of Supervisors

Signature: \_\_\_\_\_

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

**Plumas County Firesafe Council**

John Reynolds, Board Chair

Signature: \_\_\_\_\_

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

**Sierra Institute for Community and Environment**

Jonathan Kusel, Executive Director

Signature: \_\_\_\_\_

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

**University of California Cooperative Extension**

Ryan Tompkins, Forester and Natural Resources Advisor, RPF No. 3108

Signature: \_\_\_\_\_

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

Approved as to form:



Gretchen Stuhr  
Plumas County Counsel

3/29/2022



## EXHIBIT A

### TERMS AND CONDITIONS FOR SEPARATE AGREEMENTS

1. **Independent Contractor/ Status of Employees.**
  - a. Independent Contractor. Any Party performing services or sharing equipment under this Agreement (“Performing Party”) is retained as an independent contractor and is not an employee of the other Party. No employee or agent of a Performing Party shall become an employee of another Party. The Performing Party shall be and remain responsible for all payroll, compensation, employee benefits, and employment administration of any of its employees who it directs to provide services under this Agreement. In furtherance of the foregoing, the Performing Party shall:
    - i. Properly secure and maintain workers’ compensation coverage for any of its employees performing services pursuant to this Agreement at the exclusive direction of the Performing Party;
    - ii. Be fully responsible for payment of all payroll, payroll taxes, collection of taxes, unemployment insurance, and other administrative functions customarily performed by an employer and required under applicable federal, state, or local laws; and
    - iii. Without regard to payment by the Party receiving the services, assume such responsibilities as are required by applicable federal, state, and local wage and hour laws for payment of wages to any of its employees performing the services at the exclusive direction of the Performing Party.
  - b. Status of Employees. When service or equipment is requested of a Performing Party, such Party shall direct appropriate employee(s) to perform the requested service or provide the requested equipment as part of the employee’s regular duties for the Performing Party. The Parties acknowledge and agree that at all times the Performing Party’s employees shall remain under the exclusive control of the board of directors and/or Member policies and procedures. The receiving Party shall not have any right to control the manner or means in which the Performing Party’s employees perform services under this Agreement. Rather, the Performing Party shall have the sole and exclusive authority to do the following:
    - i. Make decisions regarding the hiring, retention, discipline or termination of the Performing Party’s employees. The receiving Party will have no discretion over those functions.

- ii. Determine the wages to be paid to Performing Party's employees, including any pay increases. These amounts shall be determined in accordance with Performing Party's pay schedule and shall be subject to changes thereto approved by the Performing Party's board of directors.
  - iii. Set the benefits of Performing Party's employees, including health and welfare benefits, retirement benefits, and leave accruals in accordance with performing Party's policies.
  - iv. Evaluate the performance of Performing Party's employees through performance evaluations performed by a management level employee that reports directly to the Performing Party's General Manager or the performing Party's board of directors.
  - v. Perform all other functions related to the service, compensation, or benefits of the Performing Party's employees assigned to perform services under this Agreement.
- 2. **Indemnification.** Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Parties (the "Indemnified Parties"), their agents, officials, officers, and employees from any and all claims, demands, causes of action, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions of the Indemnifying Party, its officials, officers, employees, contractors, consultants or agents in connection with the Indemnifying Party's performance of services or provision of equipment under this Agreement, except when the injury or loss is caused by the sole negligence or willful misconduct of an Indemnified Party.
- 3. **Invoices and Payment.** At least quarterly, a Party providing services under this Agreement shall submit invoices for expenses incurred and services provided to the other Party or Parties receiving services. The Party or Parties receiving services shall make payment of all undisputed amounts within 30 days of receipt of the invoice. If based on grant funding, payment shall be made within 30 days of receipt of payment from the funding agency.
- 4. **Insurance.** Each Party shall each secure and maintain in full force and effect during the full term of this Agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage, or other amount required by a funding agency. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

## RESOLUTION NO. 21-8609

### A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S DECLARATION OF LOCAL HEALTH EMERGENCY

#### BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

**DECLARATION NO. 21-**

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CALIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.


**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 PM a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas

**DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



DATE: April 4, 2022

TO: Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF APRIL 12, 2022.

Re: RESOLUTION TO REORGANIZE THE COUNTY ADMINISTRATIVE OFFICE OF PLUMAS COUNTY BY ADOPTING NEW POSITION ALLOCATION AND JOB CLASSIFICATIONS FOR REVISED COUNTY ADMINISTRATIVE OFFICER JOB DESCRIPTION – WAGE \$75.00 AND NEW JOB DESCRIPTION FOR DIRECTOR OF RISK MANAGEMENT AND SAFETY – WAGE \$45.00

RE: INTRODUCE AND WAIVE FIRST READING OF ORDINANCE, FIRST INTRODUCED ON APRIL 12, 2022 OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING ARTICLE 6, OF CHAPTER 4 OF TITLE 2 OF THE PLUMAS COUNTY CODE RELATING TO THE COUNTY ADMINISTRATIVE OFFICE AND COUNTY ADMINISTRATOR

RE: ADOPT RESOLUTION DECLARING THE SCOPE OF AUTHORITY OF THE COUNTY ADMINISTRATIVE OFFICER BASE WAGE \$75 PER HOUR

RE: AUTHORIZE HUMAN RESOURCES DIRECTOR TO RECRUIT AND FILL BOTH FUNDED AND ALLOCATED POSITIONS

**IT IS RECOMMENDED THAT THE BOARD:**

Introduce and waive first reading of the Ordinance of the County of Plumas, State of California, amending Article 6, of Chapter 4 of Title 2 of the Plumas County Code relating to the County Administrative Office and County Administrator.

Adopt Resolution to reorganize the position allocation and job classification plan for the County Administrative Office. By reorganizing this department, this will create two (2) new positions and will eliminate the two (2) current allocated positions. The recommendation is to adopt the updated and new at-will job classifications for 1.0 FTE County Administrative Officer and 1.0 FTE Director of Risk Management and Safety.



## **BACKGROUND AND DISCUSSIONS**

As directed by the Plumas County Board of Supervisors, the County Administrator position is now revised as the County Administrative Officer. The County Administrator (CA) position is vacant leaving both the CA and Risk Management duties without leadership and providing an opportunity to re-assess this department's needs.

To meet the risk management needs for the County and under Trindel leadership, the BOS has decided to create a new Director position covering all the risk management and safety needs of the County. This includes the County insurance funds and HIPAA Compliance Officer duties, risk management and safety developments, implements, administers, and evaluates policies, programs, and procedures for loss prevention, occupational health, workplace safety, and environmental safety. This position also administers workers' compensation programs in accordance with federal, state and local regulations, industry standards and County policy. This position also serves as the HIPAA Compliance Officer and the Safety Office, monitoring compliance with federal and state laws. This position is appointed by the Board of Supervisors to serve as the County's delegate to the Board of the Excess Insurance Authority. Other duties include purchaser of commercial insurance policies and bonds as necessary, and with County Counsel, monitor County's litigation and workers' compensation claims administration.

Below is the updated pay schedule for these two 1.0 FTE job classifications:

Job Title	HOURLY RATE									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
COUNTY ADMINISTRATOR	\$75.00	\$78.75	\$82.69	\$86.82	\$91.16	\$95.72	\$100.51	\$105.53	\$110.81	\$116.35
DIRECTOR of RISK MGMT and SAFETY	\$ 45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81

It is my recommendation to approve the attached job classifications for a County Administrative Officer and Director of Risk Management and Safety. With the Boards approval, I request authorization to recruit to fill both positions.

### **Attached Exhibits:**

Job Descriptions, both "at-will" employment agreement classifications:

- County Administrative Officer
- Director of Risk Management and Safety
- Related Ordinance and Resolutions

**RESOLUTION TO REORGANIZE THE COUNTY ADMINISTRATIVE OFFICE OF PLUMAS COUNTY BY ADOPTING NEW POSITION ALLOCATION AND JOB CLASSIFICATIONS FOR REVISED COUNTY ADMINISTRATIVE OFFICER JOB DESCRIPTION – WAGE \$75.00 AND NEW JOB DESCRIPTION FOR DIRECTOR OF RISK MANAGEMENT AND SAFETY – WAGE \$45.00**

**WHEREAS**, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

**WHEREAS**, these positions are necessary for the daily operational needs of the County Administrative Office and risk management functions; and

**WHEREAS**, the Human Resources Director has amended the job classification plan and wage ranges for County Administrative Officer wage \$75.00 and Director of Risk Management and Safety – Wage \$45.00; and

**WHEREAS**, the Human Resources Director recommends the reorganization for the County Administrative Office which will eliminate two (2) current job classifications that are allocated and establish two new job classifications and position allocation: and

**WHEREAS**, this request was brought to the attention of the Human Resources Director by the Board of Supervisors, requesting this reorganization and who is now requesting approval of this resolution to amend the 2021/2022 Job Classification Plan and Position Allocation for fund #20030.

**NOW, THEREFORE BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. Approve amended and new job classifications and wage ranges for County Administrative Officer and new Director of Risk Management and Safety. Exhibit A Pay Schedule
2. Approve the amendments to the Fiscal Year 2021/2022 Position Allocation to the following positions:

<b><u>County Administrative Office #20030</u></b>	<b><u>Current FTE</u></b>	<b><u>Proposed FTE</u></b>
County Administrator	1.0	0.0
Assistant Risk Manager/Occupational Safety & Health Specialist	1.0	0.0
County Administrative Officer	0.0	1.0
Director of Risk Management & Safety	0.0	1.0

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 on the 12<sup>th</sup> day of April, 2022 by the following vote:

**AYES:** Supervisors:  
**NOES:** Supervisors:  
**ABSENT:** Supervisors:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Clerk, Board of Supervisors

Department Heads Pay Schedule

Exhibit A

HOURLY RATE

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
COUNTY ADMINISTRATOR	\$75.00	\$78.75	\$82.69	\$86.82	\$91.16	\$95.72	\$100.51	\$105.53	\$110.81	\$116.35
DIRECTOR of RISK MGMT and SAFETY	\$ 45.00	\$47.25	\$49.61	\$52.09	\$54.70	\$57.43	\$60.30	\$63.32	\$66.49	\$69.81

ORDINANCE NO. 22 - \_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING ARTICLE 6, OF CHAPTER 4 OF TITLE 2 OF THE PLUMAS  
COUNTY CODE RELATING TO THE COUNTY ADMINISTRATIVE OFFICE  
AND COUNTY ADMINISTRATOR.**

The Board of Supervisors of the County of Plumas, State of California, ordains as follows:

**SECTION 1.** Article 6 of Chapter 4 of Title 2 of the Plumas County Code is amended in its entirety to read as follows:

**Article 6. County Administrative Officer**

**Sec. 2-4.601. Establishment.**

A County Administrative Office is hereby established in order to provide effective centralized administration for the government of Plumas County under the direction of a County Administrative Officer. Under the policy direction of the Board of Supervisors, the County Administrative Officer shall direct and coordinate the administrative activities of all County offices, departments and agencies, both appointive and elective. The scope of authority of the office shall be prescribed from time to time by resolution of the Board of Supervisors.

The powers of the County Administrative Officer shall be exercised so as not to conflict with the State statutory duties of any elected or appointed officials of the County; and, further, those officials shall retain a right to consult with the Board of Supervisors directly, and to appeal any decision by the County Administrative Officer, on any issue of importance, subject to applicable procedural rules approved by the Board of Supervisors.

**Sec. 2-4.602. County Administrative Officer**

The position of County Administrative Officer is created to carry out and enforce the policies of the Board of Supervisors. The qualifications, duties and responsibilities of the County Administrative Officer shall be prescribed from time to time by resolution of the Board of Supervisors.

The County Administrative Officer shall serve at the pleasure of the Board of Supervisors, and may be removed by majority vote at any regular meeting of four (4) or more members of the Board. Any decision to remove shall be sufficient without a showing of good cause or right to appeal. The incumbent shall not be removed without sixty (60) days' prior to written notice, except that the County Administrative Officer shall not be given notice during the first one hundred twenty (120) days following any change in membership of the Board except upon a four-fifths vote of the Board. Without affecting the at-will status of the County Administrative Officer, the Board of Supervisors Chairperson shall arrange for a performance evaluation of the County Administrator on or near the anniversary of the date of hire, using a written format similar to that used for other appointed department heads.

**SECTION 2.** Section 1-8.04 of the Plumas County Code is amended to replace the term "County Administrator" with the term "County Administrative Officer."

**SECTION 3.** Effective and Operative Dates; Publication; Codification.

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published on Plumas News, Plumas County's website, and posted on public bulletin boards throughout the Plumas County Courthouse, within fifteen (15) days of final adoption. Section 2 of this ordinance shall be codified; the remainder shall be uncoded.

Introduced at a regular meeting of the Board of Supervisors on the 12th day of April 2022, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 12th day of May 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Chair, Board of Supervisors

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Clerk of the Board of Supervisors

## **COUNTY ADMINISTRATIVE OFFICER**

### **DEFINITION**

Under policy direction, plans, organizes, and provides administrative direction and oversight for all County functions and activities; provides policy guidance and program evaluation to the Board of Supervisors and management staff; encourages and facilitates provision of services to County residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required. Exhibit A, attached Resolution, provides specific outline of the County Administrative Officer (CAO) responsibilities.

The County Administrative Officer (CAO) receives administrative and general policy direction from the Board of Supervisors. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. The primary function of the CAO is to oversee the preparation, adoption, and administration of the county budget. This position works closely with the elected offices of auditor-controller, treasurer, tax collector and assessor to coordinate the efforts of those finance-related offices in the preparation and administration of the county budget. The CAO provides the Board of Supervisors with objective analyses of issues. Through the coordination of departmental activities, the CAO works to resolve differences among departments and ensure the county government operates harmoniously. The position shall also be vested with the authority and titles of County Budgetary Officer, County Safety Officer, and County Purchasing Agent.

### **DISTINGUISHING CHARACTERISTICS**

The CAO, appointed by the Board of Supervisors, is accountable to the Board of Supervisors and responsible for enforcement of all County codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the County's operations. The CAO is accountable for establishing and accomplishing County goals and objectives, and developing general policy guidelines.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Administrative Assistant, and other support staff as needed

## **COUNTY ADMINISTRATIVE OFFICER - 2**

### **EXAMPLES OF DUTIES**

- The CAO shall supervise for the Board and administer all county offices, departments and entities over which the Board has responsibility and control through its power of appointment.
- The CAO shall be responsible to the Board for the coordination of the work of all elective and appointive county offices, departments, and institutions in areas which are the concern and responsibility of the Board. The County Administrator may make such studies and investigations which he or she believes are necessary or desirable and shall make any study or investigation the Board requests.
- Provide recommendations to the Board which he or she believes will result in greater efficiency and economy in the administration of County affairs. To enable the County Administrator to carry out such responsibilities, he or she may require reports from any office, department head, or other entity.
- Unless otherwise prescribed by statute, ordinance or resolution, the CAO shall make recommendations for appointed department heads. The CAO will consult with the Board, in closed session, prior to dismissing or demoting an appointed department head.
- The CAO shall recommend an annual County budget. In concert with the County Auditor, he or she shall review department budget request and shall enter recommendations for each departmental budget along with the requests. After the CAO has submitted the recommended budget to the Board, the Board shall review the recommendations and department requests and make any changes believed to be advisable, and adopt the preliminary budget in the manner provided by law.
- After the final County budget has been adopted by the Board, the CAO shall administer the budget and exercise continuous budgetary control. In concert with the County Auditor, he or she shall review all requests for appropriation transfers, and make recommendations to the Board for approval or disapproval.
- The CAO shall supervise expenditure of all elective and appointive offices, departments, and institutions. The County administrator may recommend to the Board the establishment of a budgetary allotment system and such other expenditure controls which he or she believes to be necessary or desirable.
- Recommend to the Board new positions, allocations of staffing and organizational structure for departments, and authorize emergency transfers or assignment of personnel. The CAO shall attend the meetings of the Board and may participate in the discussion of any matter but shall have no vote.
- The CAO shall represent the Board in the County's intergovernmental relationship in accordance with Board policies and instructions. When directed, the County Administrator shall represent the Board in dealing with individual or groups concern with County affairs.

## **COUNTY ADMINISTRATIVE OFFICER - 3**

### **EXAMPLES OF DUTIES – Continued**

- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Supervisors and the County; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the County government.
- Assist with the selection, training, professional development, and work evaluation of County staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; serves as the hearing officer for grievances and discipline hearings; assists in the selection of department heads to the Board.
- Ensures that the Board is kept informed of County functions, activities, and financial status, and of legal, social, and economic issues affecting County activities.
- Monitors changes in laws, regulations, and technology that may affect County operations; implements policy and procedural changes as required.
- The CAO shall be included in the on-the-job performance of each appointed department head at least once annually, with the Board.
- The CAO shall be responsible for the labor relations program for the county.
- The CAO shall coordinate the planning for the design and construction of physical facilities and the assignment of space required for County services. He or she shall prepare, and keep current, a capital improvement plan, including recommended methods for financing for adoption by the Board.
- Shall be responsible for the purchasing program for the County and is designated its purchasing agent.
- Authority, but not responsibility, for the duties assigned to the CAO may be delegated. Delegation will be in writing with limitations and copied to the Board.
- When an absence from the County is for more than thirty days, or, for disciplinary or investigative reasons, the Board will appoint an acting County Administrator which may or may not be an appointed department head.

### **TYPICAL PHYSICAL REQUIREMENTS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.



## **COUNTY ADMINISTRATIVE OFFICER - 4**

### **TYPICAL WORKING CONDITIONS**

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and stoop or kneel. The employee must occasionally lift and/or move up to 10 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from the computer system.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation.
- Principles, practices, and procedures of public administration in a County government setting.
- Functions, services, and funding sources of a county government.
- Functions, authority, responsibilities, and limitations of an elected Board of Supervisors.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Principles, practices, methods, and procedures of County government budget development, administration, and accountability; fiscal and personnel management, cost accounting, and public funding as related to County government administration.
- Current social, political, and economic trends affecting County government and service provision.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Record-keeping principles and procedures.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the County in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

## COUNTY ADMINISTRATIVE OFFICER - 5

### Ability to:

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the County.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board of Supervisors.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Assist in the administrative activities of County offices and departments in such matters that are the concern and responsibility of the Board of Supervisors.
- Direct the analysis and evaluation of annual budget requests of all County departments.
- Direct the preparation of the budget recommendations to the Board of Supervisors.
- Direct the continuous review of County expenditures through the fiscal year, develops fiscal and organizational plans for the Board of Supervisors.
- Attend meeting of the Board of Supervisors and makes recommendations on administrative and budgetary matters.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Conduct effective negotiations and effectively represent the County in meetings with governmental agencies, community groups, and various businesses, professional, educational, regulatory, and legislative organizations, and the media.
- Serve effectively as the administrative agent of the Board of Supervisors.
- Direct the preparation of and prepare, verify, analyze, and reconcile clear and concise reports, records, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Gain cooperation through discussion and persuasion.
- Appraise situations and people accurately and quickly and adopt an effective course of action.
- Perform complex mathematical computations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

## COUNTY ADMINISTRATIVE OFFICER - 6

### **Training and Experience:**

Qualifications needed for this position:

Equivalent to graduation from a four-year college or university with major coursework in public or business administration, political science, public policy, finance, or a related field and five (5) years executive-level experience in a related administrative/managerial capacity involving responsibility for planning, organization, and implementation of programs and services for an organization. An equivalent to a Master's Degree in Public or Business Administration is highly desired.

**Special Requirements:** Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

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

## RESOLUTION NO. 2022 - \_\_\_\_\_

### ADOPT RESOLUTION DECLARING THE SCOPE OF AUTHORITY OF THE COUNTY ADMINISTRATIVE OFFICER

WHEREAS, the Board of Supervisors finds and determines as follows:

- A. Ordinance No. 92-794 established an Administrative Office for Plumas County, and provided that the scope of authority of the office be prescribed by resolution; and,
- B. An ordinance to revise Plumas County Code section 2-4.602 ("County Administrative Officer") is being first read on April 12, 2022, (hereinafter "the revised ordinance"); and
- C. This resolution repeals any prior resolution on this subject, and revised the duties of the County Administrative Officer to conform to the revised ordinance.
- D. Base wage for CAO set by this resolution is \$75.00 per hour.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

#### 1. Powers of the Office Exercised by CAO.

The powers of the County Administrative Office are to be exercised by the County Administrative Officer (hereinafter "CAO") to the fullest extent under the law. The powers of the office and officer are co-extensive. The CAO may delegate any powers to subordinates of the office, or to such other County officials as may be lawful and appropriate.

In general, the CAO shall advise, assist, act as the agent for and be responsible to the Board of Supervisors for the proper and efficient administration of the affairs of the County placed in his or her charge by the Board; and he or she shall enforce ordinances, orders, policies, or regulations as directed by the Board of Supervisors.

#### 2. Administrative Officer.

As the Administrative Officer, the CAO shall: AS REGARDS THE BOARD

- (a) Undertake studies and investigations related to matters of policy development and administration and other items requested by the Board of Supervisors.
- (b) Communicate, correspond, and act on behalf of the Board as requested, or, in urgent situations, as required, subject to ratification.
- (c) Attend Board meetings and assist the Board
- (d) Develop of the Board's agenda, as directed by the policy of the Board, with assistance from the Clerk of the Board.
- (e) Review and recommend to the Board proposed grants, contracts, and renewals.

- (f) Recommend to the Board new positions, allocations of staffing and organizational structure for departments, and authorize emergency transfers or assignment of personnel.
- (g) Approve interdepartmental transfers of fixed assets.
- (h) Monitor the inventory and management of the County real property, and review and recommend leases.
- (i) Manage day to day decisions on County buildings and convene Space Needs Committee as needed.
- (j) Manage long-term building and space planning in conjunction with the Capital Improvements Committee.

#### AS REGARDS COORDINATION OF ISSUES

- (k) Monitor legislative affairs to protect the County's interests.
- (l) Convene County committees and work groups as appropriate.

#### AS REGARDS DEPARTMENTS

- (m) Monitor department performance and make recommendations to the Board of Supervisors concerning the evaluation of appointed department heads to insure proper identification of managerial performance.
- (n) Contact department heads in advance when their departments' affairs are specially affected by prospective Board agenda items.

#### AS REGARDS LABOR RELATIONS

- (o) Provide technical and policy support necessary for effective labor relations and collective bargaining.

#### 3. Budgetary Officer.

As Budgetary Officer, the CAO shall:

- (a) Prepare and recommend the annual budget based on data compilation by County Auditor.
- (b) Exercise budgetary control and report periodically on budget issues and fiscal conditions.
- (c) Administer budget transfers as delegated by the Board.
- (d) Prepare multi-year forecasts of revenues/expenditure, and long-range fiscal strategy.
- (e) Work with Debt Advisory Committee to monitor debt financing and make recommendations on debt issuance.
- (f) Prepare capital improvement budgets

#### 4. County Purchasing Agent.

As County Purchasing Agent, the CAO shall:

- (a) Oversee the purchase of fungible supplies.
- (b) Conduct or coordinate purchasing of fixed assets and vehicles as authorized by the Board.
- (c) Monitor compliance with federal and state laws.
- (d) Approve contracts on behalf of the Board, up to an amount of dollars specified by the Board.

5. Interpretation of this Resolution; Other Duties.

This Resolution shall be interpreted so as to conform to current and applicable federal and state law. This Resolution is not an exclusive list of duties. Other duties may be directed from time to time by Board minute order, and duties assigned in the past by minute order shall remain in effect unless they conflict with this Resolution.

The foregoing Resolution was adopted on April 12, 2022, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSENT:** Supervisors:

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Supervisor Goss, Chair, Board of Supervisor

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Clerk of the Board of Supervisors

**DIRECTOR of RISK MANAGEMENT and SAFETY**

**DEFINITION**

The Director of Risk Management and Safety develops, implements, administers, and evaluates policies, programs, and procedures for loss prevention, occupational health, workplace safety, environmental safety, and workers' compensation programs in accordance with federal, state and local regulations, industry standards and County policy. This position also serves as the HIPAA Compliance Officer for the County. Serves as the Safety Officer and monitors compliance with federal and state laws. Services as the County's delegate to the Board of the Excess Insurance Authority. Purchaser of commercial insurance policies and bonds as necessary, and with County Counsel, monitor County's litigation and workers' compensation claims administration.

**DISTINGUISHING CHARACTERISTICS**

The Director of Risk Management and Safety will work with the Auditor/Controller and the County's brokers regarding insurance programs; will also act as the primary contact for all risk management issues across the County Agency. The Director of Risk Management and Safety exercises considerable independent judgment and initiative to achieve objectives. This position provides guidance to, and receives direction from the highest levels of management and supervises and evaluates the work of professional and clerical staff to administer programs. Responsibilities include continuous contact with department heads, labor representatives, Board of Supervisors, Trindel, and federal, state, and local contacts. HIPAA Compliance Officer is responsible for HIPPA Compliant program is to ensure that it is safeguarded at all times and enforced. Must investigate and respond to all complaints of potential HIPAA violations.

**REPORTS TO**

Reports to the Board of Supervisors through County Administrative Officer

**CLASSIFICATIONS DIRECTLY SUPERVISED**

May supervise support staff as assigned

## **DIRECTOR of RISK MANAGEMENT AND SAFETY - 2**

### **EXAMPLES OF DUTIES**

- Plans, organizes, and directs the administration of County risk management functions including loss prevention, occupational health and safety, workers' compensation, and property and casualty insurance.
- Regularly evaluates risk/loss experience insurance and self-retention levels, and effectiveness of self-insured and commercial insurance coverage.
- Develops, implements, administers, and evaluates safety policies, procedures and programs to reduce work-related accidents, injuries and illnesses; identify, evaluate and control potentially hazardous conditions and financial losses. Maintains up to date safety procedures, such as the Injury Illness and Prevention Program (IIPP).
- Oversees litigation management, investigation and settlement of workers' compensation, liability, and property claims.
- Works closely with County Counsel and the Board of Supervisors to manage and settle potential high value claims.
- Responsible for the direction and coordination of the County's Risk Management Programs. This position consults with the Workers Compensation Claims Adjusters, Liability Claims Adjuster, other employees and private providers and contractors.
- This position is responsible for preparation of documentation to Cal/OSHA citations/appeal processes and should be familiar with Cal/OSHA policies and procedures.
- Conducts safety inspections, training, accident/injury investigations, and regulatory compliance.
- Promotes a high level of safety consciousness and loss prevention throughout the County. Plan, organize, coordinate and supervise the County's comprehensive risk management and loss control program, including but not limited to liability insurance self-insured employee insurance, self-insured workers compensation, and industrial safety programs.
- Reviews, evaluates and reports on the effectiveness of the comprehensive risk management program such as safety, loss control, claims management and related activities to the Risk Manager.
- Regularly identifies and analyzes risks, recommends appropriate risk transfers, risk controls and risk financing techniques.
- Travel is a requirement of this position; both in county (conducting Accident/Incident investigation; performing inspections of all county properties; conducting safety meetings) and out of county travel to Trindel Loss Prevention Specialist Meetings (at least three (3) yearly at various member county locations).
- May conduct studies of operations and researches data and information to identify potential risk exposure and liability; analyzes trends and information in order to make recommendations to the County Administrative Officer and the Board of Supervisors.
- Establish and direct safety training to meet compliance with State and Federal OSHA, Department of Transportation and other applicable State and Federal labor regulations, standards and codes where appropriate; maintain data information to provide quarterly statistical reports and meet Cal/OSHA record keeping standards and requirements.
- Develops, implements, and manages the County's Injury/Illness Prevention Program and directly coordinates the participation of departments within the program; creates or modifies safety program and updates County IIPP (Injury & Illness Prevention Program) as needed.



## **DIRECTOR of RISK MANAGEMENT AND SAFETY - 3**

### **EXAMPLES OF DUTIES – continued**

- Directs staff involved in conducting safety inspections and preparing reports or recommendations for remediation; making recommendations for accident prevention, conducting and/or arranging for safety training, preparing written policies and compliance to state and federal safety regulations and attending departmental meetings
- Conducts regular safety audits of County departments including the inspection of facilities, worksites, equipment, work practices and safety devices to ensure compliance with required workplace safety standards, regulations, and reports findings to the CAO and Board of Supervisors.
- Prepares various monthly, quarterly and annual reports as required.
- Receives, tracks, and enters all workers compensation reported incident reports with the County's third party administrator.
- Authorize 4850 time and coordinates with Auditor's staff to ensure benefits are reported and paid correctly.
- Assist TPA and County Counsel with claims made against the County.
- Monitors, reviews and completes various annual insurance policy applications. Ensures County has adequate insurance coverage.
- Assist departments in establishing departmental specific safety manuals to minimize or eliminate hazards while maintaining consistency with County policies, state, and federal laws.
- Assist Human Resources and County Departments with the Interactive Process (IAP) and the Return-to-Work (R2W) Process through all aspects of claims.
- Coordinates and assists with the calculation of various County charged insurance premiums.
- Monitors and presents written and oral reports concerning legislation, changes in insurance coverage and costs, loss trends, and other topics that may affect the County to the CAO and Board of Supervisors.
- Examines and test machinery and equipment, such as lifting devices, machine guards, scaffolding. Ensure the machinery and equipment meet appropriate safety regulations.
- Check that personal protective equipment, such as masks, respirators, protective eyewear, or hardhats, are used in workplaces according to regulations.
- Test and identify work areas for potential accident and health hazards, such as toxic fumes and explosive gas-air mixtures. Check that dangerous materials are stored correctly.
- May implement appropriate control measures, such as adjustments to ventilation systems.
- Investigations may involve talking with workers and observing their work, as well as inspecting elements in their work environment, such as lighting, tools, and equipment.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; stooping, bending, kneeling, crouching, crawling reaching, lifting up to 50 lbs., climbing ladders, verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX; equipment would also include motor vehicle.

## **DIRECTOR of RISK MANAGEMENT AND SAFETY -4**

### **TYPICAL WORKING CONDITIONS**

Work is performed in a variety of settings, such as, office environment, the community or County department setting; may work outdoors, continuous contact with staff, public and local and state agencies.

### **KNOWLEDGE OF**

- Federal, state, county, local, Cal-OSHA, Department of Transportation (D.O.T.) and EPA requirements and industry standards and the ability to apply those requirements to highly variable and diverse work situations and environments. Principles and practices of Risk Management, Insurance, Occupational Health and Safety, Claims, Risk Control, Risk Financing, HIPAA Compliance, Wellness and Legal programs and procedures.
- Principles and practices of evaluating and implementing a comprehensive safety program including training techniques.
- Techniques of accident prevention; methods of assessing safety hazards and controls, and conducting accident/injury investigations and safety inspections.
- Laws and regulations applicable to employee safety and occupational health (i.e. Cal/OSHA standards and California Labor Code).
- Cal/OSHA policy and procedures, citation and appeal processes, and Cal/OSHA Standards Board processes.
- Litigation process both workers' compensation and liability, including mediation. Methods and techniques of environmental sampling, analysis and modeling
- Industrial safety practices and applicable laws and regulations.
- General liability, employment liability, automobile, property, environmental liability and other insurance or self-insurance program development and administration.
- Principles, practices and methods of administrative, organizational, economic and procedural analysis.
- Principles and practices of budget development and administration, organizational planning, work measurements capital improvement programming and planning and personnel management.
- Statistical and financial analysis, recordkeeping and report generating principles and techniques.

### **ABILITY TO**

- Investigate and evaluate complex safety problems and issues. Research, compile, analyze and interpret complex technical, financial and other statistical data.
- Obtain collaboration and cooperation from top managers, staff, and to develop and maintain positive, professional, service oriented working relationships with all encountered in the course of work.
- Collect, interpret and evaluate data and develop management information systems to establish loss history for risk analysis.
- Prepare clear concise reports and recommendations.

**DIRECTOR of RISK MANAGEMENT AND SAFETY - 5**  
**ABILITY TO - continued**

- Communicate effectively orally and in writing. Communicate complex information through oral and written presentations to senior managers, the Board of Directors, representatives of the media, and the public.
- Demonstrate computer proficiency with MS Office (Word, Excel, Outlook and PowerPoint) and computerized tracking systems and controls including Risk Management Information Systems.
- Analyze complex and sensitive administrative, budgetary, operational, economic, political and organizational problems, evaluating alternatives and reaching sound conclusions.
- Analyze insurance policy provisions to determine the existence and extend of liability
- Represent the County effectively and in a professional manner in meetings, hearings, administrative court proceedings with other governmental agencies, boards and commissions, and with the public. Maintain a calm professional demeanor under all working situations and conditions

**EDUCATION AND EXPERIENCE**

1. Bachelor's degree with major course work in Risk Management, Safety Engineering, Environmental Health and Safety, Occupational Health, Industrial Hygiene, Business or Public Administration, or a closely related field.
2. A Master's degree in a related field may be substituted for one (1) year of experience.
3. A minimum of five (5) years' recent position-related management level experience in the field of Environmental Health and Safety; with working knowledge of Workers' Compensation, Disability Management, and Risk Management required.
4. Experience with self-insured program; Excess Liability, Excess Workers' Comp, and Property.
5. Experience with Third Party Administrators (TPA's) including Workers' Comp and Liability, experience with Workers' Compensation Alternative Dispute Resolution (ADR) Programs, and experience with Workers Compensation Public Entity Liability Claims.

**REQUIRED LICENSES / CERTIFICATIONS:**

Certification as a Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH), or Associate Risk Management (ARM).

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

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

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name Chris Spencer Email npchrish24@hotmail.com

Mailing Address 2985 Marble Hot Springs Rd.

Bedworth 96129 Street Telephone: 530-308-2372  
Town Zip

Employer's Name & Address Telephone:

Present Occupation retired Are You Over 18 Years of Age yes

Board/Commission Applied for **PLANNING COMMISSION**

As representative of (check one) Supervisorial District 1 (OR) At Large

Summary of Qualifications for Position: I am a resident of District 1 for 18 years.

46 yr professional career as a registered nurse/nurse practitioner. Positions included clinical practice in oncology, intensive care, infection control and occupational medicine.

Administrative positions in rural and frontier health facilities & systems included

program design, development and deployment, fiscal operations, work force development

Reasons for Applying: Invited by Dwight Lovegrove. Would like to represent with Dwight

District 1 in a thoughtful and achievable community plan to preserve the uniqueness

List any organizations of which you are an officer or an employee which are funded by or provide services to county government:

None

Date 3-26-2022 Signature Spencer

Please return to: Clerk, Plumas County Board of Supervisors  
520 Main St., Room 309  
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.

and engagement with government agencies. Experience and expertise facilitating organizational alignment to meet changes in local, state and federal regulations in an environment with limited resources.

of our region.