

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

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

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

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

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

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

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

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4th day of August, 2020, by the following vote:

AYES: SUPERVISORS: SIMPSON, THRALL, ENGEL, GOSS

NOES: SUPERVISORS: NONE

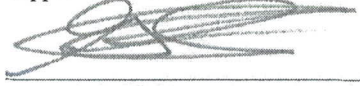
ABSTAIN/ABSENT: SUPERVISORS: NONE

ATTEST:


Clerk of the Board of Supervisors


Chair of the Board of Supervisors

Approved as to form:


Gretchen Stuhr
Deputy County Counsel III

7/27/20

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C20V0008

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

Plumas County Department of Public Works

2. The term of this Agreement is:

START DATE

Written Notice to Proceed

THROUGH END DATE

September 30, 2024

3. The maximum amount of this Agreement is:

\$447,940.00 Four Hundred Forty Seven Thousand Nine Hundred Forty Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A, Attachment 1	Description of Services	1
Exhibit A, Attachment 2	"Over Snow Vehicle (OSV) Program: Environmental Impact Report (EIR)"-December 2010, Department of Parks and Recreation, OHMVR Division. This document is hereby incorporated by reference and made part of this agreement as if attached hereto. It is available for viewing at: http://ohv.parks.ca.gov/?page_id=26379	
+ - Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B, Attachment 1	Billing Procedures	1
+ - Exhibit B, Attachment 2	Cost Breakdown	1
+ - Exhibit C *	General Terms and Conditions	
+ - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Additional Provisions	1

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTOR

CONTRACTOR NAME (If other than an Individual, state whether a corporation, partnership, etc.)

Plumas County Department of Public Works

CONTRACTOR BUSINESS ADDRESS

1834 East Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Kevin Goss

TITLE

Board of Supervisors Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

1725 23rd Street, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Kristal C. Simpson

TITLE

SSM III, Business MGMT SYS

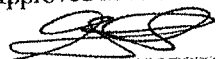
CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Approved as to form:


Gretchen Stuhr
Deputy Plumas County Counsel

6/30/2020

EXHIBIT A **(Standard Agreement)**

SCOPE OF WORK

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

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

All services will be provided in accordance with **Exhibit A, Attachment 2, OSV Program: EIR**, which is incorporated by reference as if attached hereto. <http://ohv.parks.ca.gov/ohv-ceqa-notice>

2. The services shall be performed at:
 Bucks Summit, Big Creek, La Porte, Gold Lake, and Chester-Lake Almanor OSV trailheads; and 11.75 miles of access roads throughout Plumas County.
3. The services shall be provided during:
 Normal working hours, 8:00 am- 5:00 pm, Sunday through Saturday.

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation Mobile Equipment Management Office	Contractor:	Plumas County Department of Public Works
Primary POC:	Talina Hagler, Program Coordinator (PC)	Primary POC:	Damien Frank, Fiscal Officer
Phone/Email:	(916) 263-0617, talina.hagler@parks.ca.gov	Phone/Email:	(530) 283-6490, DamienFrank@countyofplumas.com
Secondary POC:	Case Belltawn, Program Manager (PM)	Secondary POC:	Joe Blackwell, Deputy Director
Phone/Email:	(916) 870-9121, case.belltawn@parks.ca.gov	Phone/Email:	(530) 283-6491, JoeBlackwell@countyofplumas.com
Address:	4940 Lang Avenue, Bay H	Address:	1834 East Main Street
City/State/Zip Code:	McClellan Park, CA 95652	City/State/Zip Code:	Quincy, CA 95971

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

During the winter months of November through May, Contractor shall provide the following services to the Over Snow Vehicle (OSV) trails and access roads in Plumas County:

Snow Removal: Snow plowing, blowing, and sanding services as required on five (5) trailhead parking areas; 11.75 miles of access roads as necessary for safe travel to and from the parking areas. All entries to buildings, dumpster enclosures, fire lanes, public sidewalks, and walkways must be free of accumulated snow and ice.

Miscellaneous Expenses: The following services are pre-approved with the specified funding limitations:

Hazard Removal: Clearance of downed trees and/or limbs, only when: 1) they present an immediate hazard and/or inhibit safe use of the facilities; or 2) are damaged by extreme wind and/or snow accumulation; or 3) are obstructing the passage of plowing equipment. OSV Program is not responsible for clearance associated with regular road maintenance and/or summertime use.

Signs/Markers: Purchase, installation, and removal of markers/signs associated with the OSV trails and trailheads. These may include:

- Directional markers
- Poles/stakes
- Reassurance markers
- Fiberglass delineators
- Regulatory signs
- Hazard identification

Any single sign exceeding \$500 in value requires the advance written approval of the Program Coordinator or Program Manager.

Expenses Subject to Approval: All expenses not listed above require the advanced written approval of the Program Coordinator or Program Manager. Expenses submitted without written approval may not be considered for reimbursement.

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

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Cost Breakdown, marked Exhibit B, Attachment 2, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

**Department of Parks and Recreation
OSV Program
4940 Lang Avenue, Bay H
McClellan Park, CA 95652**

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

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

**EXHIBIT B,
ATTACHMENT 1
BILLING PROCEDURES**

Invoices for Services

All invoices must be fully itemized by service type, location, and dollar amount. Each invoice must have the Contractor's name and mailing address printed at the top.

Invoices submitted for payment must include the following attachments:

- **Transaction Report** and/or **Timecard Audit Trail Report** detailing all expenses included on the invoice.
 - Total must match the total amount due on the invoice. If this is not possible, Contractor must clearly indicate which charges are included in the invoice.
- **Daily Report** detailing all activity on each day of service.
- **Back-up documentation** (e.g., merchant invoice, register receipt, etc.) to support each purchase and/or subcontractor service submitted for reimbursement.
 - Back-up documentation must be fully itemized with all charges listed, including the cost of each item, sales tax, shipping, and other miscellaneous costs.
- **Advance written approval** from the Program Coordinator or Program Manager for all transactions not identified in the contract scope.
 - All expenses not included in the **Exhibit A, Attachment 1, Description of Services** require the advance written approval of the Program Coordinator or Program Manager. Expenses submitted without written approval may not be considered for reimbursement.

The final invoice for each winter season must be submitted on or before August 15 of that season. For example, the final invoice for the 2020/21 winter season is due on or before August 15, 2021.

Right to Audit

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

**Exhibit B
Attachment 2
Cost Breakdown**

Snow Removal/Plowing

Lassen National Forest Trailheads					
Location	Square Yards	Average Elevation	Hours	Hourly Rate	Line Total
Chester-Almanor	9,730	4,885	10	\$145.00	\$1,450.00
Subtotal					\$1,450.00
Plumas National Forest Trailheads					
Location	Square Yards	Average Elevation	Hours	Hourly Rate	Line Total
Bucks Summit	4,230	5,530	24	\$145.00	\$3,480.00
Big Creek	1,380	4,030	14	\$145.00	\$2,030.00
La Porte	3,135	4,970	21	\$145.00	\$3,045.00
Gold Lake	5,465	5,560	160	\$145.00	\$23,200.00
Subtotal					\$31,755.00
Access Roads					
Location	Road Miles	Average Elevation	Hours	Hourly Rate	Line Total
Chester-Almanor	0.25	4,870	2	\$130.00	\$260.00
Bucks Summit	6.00	5,300	268	\$130.00	\$34,840.00
Big Creek	1.00	4,025	80	\$130.00	\$10,400.00
La Porte	0.50	4,965	26	\$130.00	\$3,380.00
Gold Lake	4.00	5,250	230	\$130.00	\$29,900.00
Subtotal					\$78,780.00
Seasonal Allocation					\$111,985.00

Contract Summary	
Season	Allocation
2020/21	\$111,985.00
2021/22	\$111,985.00
2022/23	\$111,985.00
2023/24	\$111,985.00

Total Allocation \$447,940.00

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

SPECIAL TERMS AND CONDITIONS

1. Disputes

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

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

2. Termination for Convenience

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

3. Force Majeure

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

4. Forced, Convict, and Indentured Labor

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

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

Plumas County,
Contractor's Name: Department of Public Works
Agreement Number: C20V0008
Page: 2 of 2

5. Potential Subcontractors

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

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

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

7. Intellectual Property

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

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

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

8. Contractor's Duties, Obligations and Rights

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

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

ADDITIONAL PROVISIONS

Student/Graduate Student Assistants

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