

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter referred to as "County") and Indian Valley Community Services District, a local government special district (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" (Scope of Work), attached hereto, under the Building Resilient Infrastructure and Communities (BRIC22-PA01850) Plumas County Round Valley Reservoir Climate Adaptation and NBS (Nature-Based Solutions) Project Scoping grant.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit "B" (Budget), attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed eight thousand six hundred seventy-six dollars (\$8,676.00).
3. Term. The term of this agreement shall be from November 10, 2025, through March 26, 2027, as set forth in Exhibit "C" (Schedule), unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 10, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Representation and Legal Compliance. Contractor shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care"). The services provided under this Agreement are non-exclusive and shall be completed as promptly as is consistent with such professional skill and care and the orderly progress of

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS_____

the project. Notwithstanding any clause in this Agreement to the contrary, nothing shall be construed as imposing on the Contractor any greater obligation than to exercise the Standard of Care, and Contractor agrees to no warranties and guarantees with respect to the quality of performance of professional services. Contractor agrees to exercise the Standard of Care 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 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 and employees (collectively "County Parties"), against any and all third party claims and demands (collectively "Claims"), and the liability, judgments, awards, fines, mechanics' liens or other liens, losses, damages, expenses, direct charges or costs of any kind or character, including reasonable attorney's fees and court costs (hereinafter collectively referred to as "Losses"), which arise from such Claims to the extent caused by any negligent act, error, omission or willful misconduct of Contractor or anyone for whom it is legally liable, including, without limitation, losses caused by the concurrent negligent act, error or omission, whether active or passive of County Parties, but only to the extent of Contractor's negligence. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this

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

- 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 shall 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

____ COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS _____

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. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. 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 including, but not limited to, such matters as outlined in Exhibit "A" (Scope of Work) 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 County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor shall at all times indemnify and hold County, and their employees harmless from any and all third party claims, damages, liabilities and costs (including reasonable attorneys' fees) arising out of such claims caused by any material breach by Contractor of the Standard of Care or of any representation, warrant or agreement made by Contractor hereunder. Any duty to defend shall not extend to professional liability claims.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

_____ COUNTY INITIALS

- 4 -

CONTRACTOR INITIALS _____

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions shall 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:

County of Plumas
520 Main Street
Quincy, CA 95971
Attention: Keli Ward, Disaster Recovery Coordinator

Contractor:

Indian Valley Community Services District
P.O. Box 160
Greenville, CA 95971
Attention: Jamie Little

____ COUNTY INITIALS

- 5 -

CONTRACTOR INITIALS ____

23. Time is of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention and Access of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section

____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS ____

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. Contractor agrees to provide the County, Federal Emergency Management Agency, or any federal authorized representatives with access to any records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Waiver of Consequential Damages. Contractor and County waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or productions, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by Contractor, regardless of whether such claim or dispute is based upon breach of contract, or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
30. Code of Federal Regulations (CFR) Part 200 Required Contract Provisions.
 - a. Clean Air Act. County and Contractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sec. 7401 et seq. Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - b. Federal Water Pollution Control Act. County and Contractor agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sec. 1251 et seq. Contractor agrees to report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. Sec. 1352. Contractor shall file the required certification provided by the County. Each tier certifies

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn shall forward the certification(s) to the federal agency.

- d. Domestic Preference for Procurements. County and Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- e. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. County and Contractor shall comply with all applicable federal law, regulations, executive orders, Federal Emergency Management Agency policies, procedures, and directives.
- f. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County or Contractor or any other party pertaining to any matter resulting from the contract.
- g. Prohibit Fraud and False or Fraudulent Claims to the Federal Government. County and Contractor acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.
- h. Federal Labor and Employment Laws. County and Contractor shall comply with all applicable federal labor and employment laws and acknowledge applicable minimum wage, overtime, prevailing wage, and health and safety requirements.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Indian Valley Community Services District,
a local government special district

By: _____

Name: Wanda Carpenter

Title: Chair, Board of Directors

Date signed:

ATTEST:

By: _____

Name: Jessica Johnson

Title: Clerk of the Board

Date signed:

COUNTY:

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

By: _____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Stephen Schofield, Attorney
County Counsel's Office

_____ COUNTY INITIALS

- 9 -

COUNTY INITIALS _____

EXHIBIT “A”

Scope of Work

Task 2. Project Management

Interagency Coordination and Partnerships. Contractor shall attend regular project meetings, provide subject-matter input, and contribute to overall project development. Contractor shall review and provide timely feedback on consultant deliverables, including drafts and supporting analyses.

Contractor shall identify and provide relevant data necessary for project analyses including but not limited to operational data, reports that have been submitted to California Department of Water Resources Division of Safety of Dams, planning reports, GIS layers, and existing infrastructure information and plans.

Contractor shall invoice County on a monthly basis no later than 5 days following the end of each month along with sufficient backup documentation. Invoices shall contain the following information:

- (a) The beginning and ending dates of the billing period;
- (b) A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- (c) The applicable time entries showing the name of the person doing the work, the hours spent by each person, and a brief description of the work.

Task 7. Community Engagement and Outreach

Stakeholder Management and Engagement. Contractor, in collaboration with County staff and others, shall conduct public outreach and attend stakeholder meetings to obtain feedback on mitigation activity alternatives and selection of a preferred mitigation alternative. Feedback shall help identify additional challenges or obstacles in evaluating the feasibility of sites and project alternatives. Contractor shall work with the County to identify outreach objectives, methods of engagement, and an outreach schedule. Contractor shall provide technical insight, represent the Contractor’s interests and responsibilities, and gather community input. The following includes, but is not limited to, local, state, and federal stakeholders involved in community engagement and outreach, building partnerships, and enhancing the mitigation activity outcome:

- | | |
|--|---|
| (a) US Forest Service Plumas National Forest (PNF) | (g) Caltrans |
| (b) Plumas Corporation | (h) Cal OES |
| (c) Feather River Resource Conservation District (RCD) | (i) CAL FIRE |
| (d) California Department of Fish and Wildlife | (j) CA Department of Conservation |
| (e) US Fish and Wildlife | (k) CA State Water Resources Control Board |
| (f) CA Watershed Emergency Response Team (WERT) | (l) Central Valley Regional Water Quality Control Board |
| | (m) Private landowners |

_____ COUNTY INITIALS

- 10 -

CONTRACTOR INITIALS _____

EXHIBIT “B”

Budget

Total Contractor budget for the Scope of Work (Exhibit A) is not to exceed \$8,676.00, as outlined by task, in the table below:

| TASK | LABOR BUDGET |
|--|---------------------|
| Task 2 – Project Management | \$5,280.00 |
| Task 7 – Community Engagement and Outreach | \$3,396.00 |
| TOTAL | \$8,676.00 |

_____ COUNTY INITIALS

- 11 -

CONTRACTOR INITIALS_____

EXHIBIT “C”

Schedule

The project schedule, by task, is as follows:

| TASK | DURATION |
|--|---------------------------------------|
| Task 2 – Project Management | November 10, 2025 – March 26, 2027 |
| Task 7 – Community Engagement and Outreach | November 10, 2025 – December 31, 2026 |

_____ COUNTY INITIALS

- 12 -

CONTRACTOR INITIALS_____