

MODOC COUNTY BOARD OF SUPERVISORS

Ned Coe, Supervisor District I
Vacant ., Supervisor District II
Kathie Rhoads, Supervisor District III
Elizabeth Cavasso, Supervisor District IV
Geri Byrne, Supervisor District V



Ned Coe
Chairperson

Chester Robertson
County Administrative Officer

Board of Supervisors Room
204 S. Court St., Room # 203, Alturas, CA 96101
211 East Street, Alturas, CA 96101
(530) 233-6201
<http://www.co.modoc.ca.us/>

To participate in real time, please join the Zoom Meeting, by clicking the link below at 10:00 AM
<https://us02web.zoom.us/j/88477267647?pwd=UzZJUUNGRnpCN21TZlBRNUkxSDJ4Zz09>

Meeting ID: 884 7726 7647
Passcode: 973817
One tap mobile
+16699009128,,88477267647#,,, *973817# US (San Jose)

REGULAR MEETING

AGENDA FOR TUESDAY, NOVEMBER 9, 2021
10:00 AM

10:00 AM Call to Order

Pledge of Allegiance

Moment of Prayer

Public Comment: *This is the time set aside for citizens to address the Board on matters on the consent agenda and matters not otherwise on the agenda. Comments should be limited to matters within the jurisdiction of the Board. If your comment concerns an item shown on the agenda please address the Board after that item is open for public comment. By law, the Board cannot take action on matters that are not on the agenda. Unless otherwise announced, the Chair reserves the right to limit the duration of each speaker to three minutes. Speaker may not cede their time.*

Agenda items with times listed will be considered at that time all other items will be considered as listed on the agenda or as deemed necessary by the Chair.

Approval or Additions/Deletions to Agenda

Correspondence

Department Head Reports

1. Consent Agenda Items:

- 1.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Health Services to sign the Child Health Disability Program (CHDP) Interagency agreement between Modoc County Public Health, Social Services and the Probation Department for Fiscal Years 2021-2022 and 2022-2023. (Health Services)
- 1.b. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board and the Director of Health Services to sign a Memorandum of Understanding (MOU) between Modoc County Social Services, Probation and Public Health for the Health Care Program for Children in Foster Care, effective July 1, 2020 through June 30, 2022. (Health Services)

2. 10:00 A.M. - Public Hearings

- 2.a. PUBLIC HEARING: Third scheduled public hearing of the Redistricting of the Board of Supervisor districts to review the preliminary map options for redistricting as presented by FLO Analytics. (Board of Supervisors)
- . 6:00 P.M. - Continuation of the third scheduled public hearing of the Redistricting of the Board of Supervisor districts to review the preliminary map options for redistricting as presented by FLO Analytics.
- 2.b. PUBLIC HEARING: Public Hearing - Vacationment of a portion of the public easement located within McDowell Avenue and Dorris Street, located within the Willow Park Subdivision, adjacent to the City of Alturas. (Road/Airport)

3. Road/Airport Items:

- 3.a. CONSIDERATION/ACTION: Requesting approval of a Resolution to vacate portions of McDowell Avenue and Dorris Street. (Road/Airport)
- 3.b. CONSIDERATION/ACTION: Requesting approval to award the 2022, 2023, 2024 calendar year diesel heating oil bid and authorize the Chair of the Board to sign the contract. (Road/Airport)
- 3.c. CONSIDERATION/ACTION: Requesting approval to award the 2022, 2023 calendar year gasoline and diesel bid and authorize the Chair of the Board to sign the contract. (Road/Airport)
- 3.d. CONSIDERATION/ACTION: Requesting approval to award the 2022, 2023, 2024 calendar year kerosene bid and authorize the Chair of the Board to sign the contract. (Road/Airport)
- 3.e. CONSIDERATION/ACTION: Requesting approval to award the 2022, 2023, 2024 calendar year propane bid and authorize the Chair of the Board to sign the contract. (Road/Airport)

4. Recorder Items:

- 4.a. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a contract between the County of Modoc and Chicago Title for access to Recorder data via SouthTech Systems, Inc., effective November 9th, 2021. (Assessor)

5. Health Services Items:

- 5.a. CONSIDERATION/ACTION: Requesting approval to purchase for Modoc Medical Center one (1) BD Max with 1 year enhanced clinical warranty and service from BD not to exceed \$84,673.88 per county purchasing code 3.24.06. (Health Services)
- 5.b. CONSIDERATION/ACTION: Requesting approval to purchase six (6) quantitative fit testers for \$15,454.29 each, to ensure the proper fit of N95s. (Health Services)

6. Sheriff/Coroner Items:

- 6.a. CONSIDERATION/ACTION: Requesting permission to hire one (1) Administrative Assistant/Fiscal/OES, Range 227: Step-D; \$3,503.00 monthly, effective November 1, 2021. (Sheriff's Office)

7. Emergency Services Items:

- 7.a. PRESENTATION: Presentation on the proposed Emergency Services Training Facility through a Community Development Block Grant Coronavirus Response Round 1 (CDBG-CVI) awarded to the Modoc Office of Emergency Services and in partnership with the Pit River Tribe. (Office of Emergency Services)
- 7.b. DISCUSSION/INFORMATION: Discussion on a proposed resolution and Memorandum of Understanding (MOU) between the Pit River Tribe and Modoc County Sheriff's Office effective October 26, 2021 and authorize the County of Modoc to reallocate their allotment of \$290,190.00 Community Development Grant Program funds to the Pit River Tribe for the building of an Emergency Services Training Facility. (Office of Emergency Services)
- 7.c. CONSIDERATION/ACTION: Requesting approval to continue a Resolution to proclaim a local emergency due to the drought conditions in Modoc County. (Office of Emergency Services)

8. Administrative Services Items:

- 8.a. CONSIDERATION/ACTION: Requesting approval of a continuing resolution authorizing remote teleconference meetings of the legislative bodies of Modoc County pursuant to Brown Act provisions. (Administrative Services)
- 8.b. CONSIDERATION/ACTION: Requesting approval of a Resolution authorizing the submittal of an application for CalRecycle Payment Programs and related authorizations. (Administrative Services)
- 8.c. CONSIDERATION/ACTION: Requesting approval and authorization for the Chair of the Board to sign a retroactive agreement between the California Crop Improvement Association (CCIA) and the Agricultural Commissioner, Modoc County to engage in seed certification services in cooperation with the CCIA, effective July 1, 2021 through June 30, 2022. (Administrative Services)

9. Board of Supervisors Items:

- 9.a. CONSIDERATION/ACTION: Requesting approval for the Chair of the Board to designate a delegate and alternate to the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) Board of Directors for 2022. (Board of Supervisors)
- 9.b. CONSIDERATION/ACTION: Discussion and approval for the Chair of the Board to designate a delegate and alternate Golden State Connect Authority (GSCA) Board of Directors for 2022. (Board of Supervisors)
- 9.c. CONSIDERATION/ACTION: Requesting approval for the Chair of the Board to designate a delegate and alternate to the Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) Board of Directors for 2022. (Board of Supervisors)
- 9.d. CONSIDERATION/ACTION: Discussion and approval for the Chair of the Board to designate a delegate and alternate to the California State Association of Counties (CSAC) Board of Directors for 2022. (Board of Supervisors)
- 9.e. CONSIDERATION/ACTION: Requesting approval for the Chair of the Board to sign a tri-county letter from Modoc, Siskiyou and Klamath counties to the Bureau of Reclamation on Klamath Project issues including the distribution of surplus water in Klamath Lake along with the request to coordinate with county government on Klamath Basin water issues. (Board of Supervisors)

10. 1:00 PM - Sheriff's Annex

- 10.a. DISCUSSION/INFORMATION: Discussion on the Public Power Safety Shutoffs (PSPS) within Modoc County. (Office of Emergency Services)

11. 3:00 P.M. COVID-19 Update

- 11.a. DISCUSSION/INFORMATION: Update to Board of Supervisors regarding Covid-19 statistics for Modoc County. (Board of Supervisors)

12. Comments/Reports:

- a. Public Comments
- b. Administrative Services Report
- c. Department Head Reports
- d. Board of Supervisors Reports

13. Closed Session:

- 13.a. CLOSED SESSION: Pursuant to CA Government Code 54957; Performance Evaluation; Title: County Administrative Officer. (Board of Supervisors)

ADJOURNMENT

Parties with a disability as provided by the American Disabilities Act who require special accommodations or aides in order to participate in the public meeting should make the request to the Clerk of the Board at least 48 hours prior to the meeting. If you wish to review the attachments available for each item you can view them at the Clerk of the Board's Office which is located at 204 S. Court Street, Room #204, Alturas, CA 96101 or you can find them on our website at: <http://modocountyca.iqm2.com/Citizens/Media.aspx> You may also contact the Clerk of the Board at (530) 233-6201 or by email at clerkoftheboard@co.modoc.ca.us

NOTICE TO PUBLIC: NO PURSES, BACKPACKS, OR BAGS OF ANY KIND ARE PERMITTED IN THE BOARD OF SUPERVISORS CHAMBERS/MEETING ROOM.

POSTED ON BOARDROOM DOOR, COURTHOUSE BULLETIN BOARD AND THE ALTURAS POST OFFICE, NOVEMBER 5, 2021.

NEXT REGULAR BOARD OF SUPERVISORS MEETING WILL BE 10:00 AM, NOVEMBER 30, 2021.

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Stacy Sphar, Health Services**

Regular or Consent: **Consent**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board and the Director of Health Services to sign the Child Health Disability Program (CHDP) Interagency agreement between Modoc County Public Health, Social Services and the Probation Department for Fiscal Years 2021-2022 and 2022-2023.

This statement of agreement is entered into by Modoc County Health Services, Modoc County Social Services, and Modoc County Probation Department to assure compliance with federal and state regulations and the appropriate expenditure of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funds in the implementation of the Child Health and Disability Prevention (CHDP) Program.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: (530) 233-6311

Email: stacysphar@co.modoc.ca.us

Agenda Item Number: 1.a

CHDP Program Interagency Agreement Fiscal Years 2021-2023

I. Statement of Agreement

This statement of agreement is entered into by Modoc County Health Services, Modoc County Social Services, and Modoc County Probation Department to assure compliance with federal and state regulations and the appropriate expenditure of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funds in the implementation of the Child Health and Disability Prevention (CHDP) Program.

II. Statement of Need

The following specific needs in Modoc County have been identified by the Health and Social Services departments as a focus for FY 2021-2023:

- A. Need for increasing the number of referrals for CHDP services by developing a system of continuing education for staff within Health and Social Services regarding the local referral network.
- B. Need for increasing the number of children ages 0 to 21 who are receiving age appropriate preventive and specialized services.
- C. Need to increase the number of pregnant women who access early prenatal care by referrals to public health nurse home visiting staff.
- D. Participation by agency representative in one or more collaboratives such as Local Oral Health Collaborative, Child Abuse Prevention Collaborative, and/or Maternal, Child, & Adolescent Health Collaborative.

III. Organizational and Functional Relationships

- A. The exchange of information about persons applying for or receiving Medi-Cal, with or without linkages to other social services programs as outlined in this document, is permitted by state and federal law and regulations, and is to be maintained in a confidential manner.
- B. The attached organizational chart (exhibit A) displays the following important points of interface between CHDP, Social Services, and Probation:
 - 1. The relationship between staff within the CHDP program, Social Services, and Probation.
 - 2. Health Services interrelationship.
 - 3. Social Services interrelationship.
 - 4. Social Services system relationship with Probation.

IV. Social Services Department Responsibilities and Activities

- A. *Basic Informing and Documentation of Informing for CalWORKs or Medi-Cal.* The following are the requirements for basic informing and documentation of informing by Eligibility Determination staff for persons applying for, or receiving, CalWORKs or Medi-Cal.

1. In-person/telephone Application/Annual Re-determination

- a. During the face-to-face/telephone eligibility intake interview, the appropriate responsible adult(s) for the Medi-Cal eligible persons, including the unborn, and persons under 21 years of age will be:
 - 1) Given a State-approved brochure about the CHDP Program stamped with the address and phone number of local CHDP Program.
 - 2) Given an oral explanation about CHDP including:
 - a) The value of preventive health services and the differences between episodic and wellness care;
 - b) Availability of health assessments;
 - c) Availability of dental services;
 - d) The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and
 - e) The nature, scope, and benefits of the CHDP Program.
 - 3) Asked questions to determine whether:
 - a) More information about CHDP Program services are wanted;
 - b) CHDP Program services – medical and/or dental – are wanted; and
 - c) If appointment scheduling and/or transportation assistance is needed to obtain requested CHDP medical and/or dental services.
- b. The Eligibility Determination staff will document on the SAWS2 that a face-to-face informing occurred, including the following:
 - 1) Explanation and brochure given;
 - 2) Date of the explanation and giving of brochure; and
 - 3) The individual responses to the CHDP service questions.

2. Mail-in Application/Annual Re-determination – Medi-Cal

- a. Responsible adult(s) for Medi-Cal eligible persons under 21 years of age who apply by mail will do so through a state approved Medi-Cal application process. The application includes:
 - 1) A State-approved brochure about the CHDP Program stamped with local CHDP address and phone number.
 - 2) Questionnaire to determine if:
 - a) More information about the CHDP Program services is wanted;
 - b) The type of CHDP service (medical or dental) that is wanted; and
 - c) If appointment scheduling and/or transportation assistance is needed to obtain requested CHDP medical and/or dental services.

- b. Eligibility Determination staff will document on the SAWS2+ if any follow-up action is required.

- 3. **NOTE:** Any “Yes” response to the CHDP questionnaire or offer of service through face-to-face encounters or mail-in applications requires a referral on the CHDP Referral Form (PM 357), or State approved alternate referral form and sent to the CHDP Deputy Director.

B. *Basic Informing and Documentation of Informing for Children in Foster Care Program Placements.* The following are the requirements for Basic Informing and Documentation of Informing by the staff responsible for placement of children in foster care, including placements controlled by the Probation Department, Licensed Adoption Agency, and or Placement Agencies.

- 1. Within 30 days of the date of placement, the staff responsible for placing the child, (i.e., social worker, probation officer) will document the need, if known, for any health, medical, or dental care and will ensure that information is given to the payee, hereafter referred to as the substitute care provider, about the needs of the eligible person and the availability of CHDP services through the CHDP Program. In the case of an out-of-state placement, the social worker shall ensure information is given to the substitute care provider about the federal EPSDT services.) The substitute care provider and/or child will be:
 - a. Given a state approved brochure about CHDP services and information about the child's need of preventive health care; and
 - b. Given a face-to-face oral explanation about CHDP, including:
 - 1) The value of preventive health services and the differences between episodic and wellness care;
 - 2) The availability of health assessments according to the CHDP periodicity schedule, and how to obtain health assessments at more frequent intervals if no health assessment history is documented, or the child has entered a new foster care placement;
 - 3) The availability of annual dental exams for children one year of age and older;
 - 4) The need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and
 - 5) The nature, scope, and benefits of the CHDP Program.
 - c. Asked questions to determine whether:
 - 1) More information about the CHDP Program is wanted;
 - 2) CHDP Program services--medical and/or dental--are wanted; and
 - 3) Appointment scheduling and/or transportation assistance is needed to obtain CHDP medical and/or dental services.
- 2. The Child Welfare Services staff responsible for placement will document the substitute care provider's response to the questions in the CHDP Program area of the Identification Page in the Placement Notebook in the Placement Management Section in the Client Services Application on the Child Welfare Services/Case Management System (CWS/CMS):

- a. Date care provider was informed of the CHDP Program and brochure given; and
 - b. Care provider's request for CHDP services.
3. The Probation Department, Licensed Adoption Agency, or other Placement Agency staff responsible for placement will document the substitute care provider and/or child's response to the CHDP questions on the CHDP Referral Form (PM 357) and maintain a copy in the case record.

NOTE: Any "Yes" response to the CHDP questions or offer of services requires a referral on the CHDP Referral Form (PM 357). See CHDP Program Letter No. 81-5/DSS All County Letter No. 81-43. A copy of the Referral Form is to be maintained in the child's case record.

4. A "payee," referred to as the "out-of-home care provider" or "substitute care provider," is defined as the foster parent(s) in a foster home, the officially designated representative of the payee when the child is in the foster care program, or a Medi-Cal eligible child residing in a group home, residential treatment center, or other out-of-home care facility.
5. Child Welfare Services staff responsible for the child in a foster care placement will complete annual informing of the care provider/child. They will include information about CHDP preventive health services, unmet health care needs requiring follow up, and a review of the child's access to a primary care provider according to the process outlined for initial informing in B.1. a – B.1.c; and will document the results of informing in the case plan update.
6. The Probation Department, Licensed Adoption Agency, or other Placement Agency staff responsible for placement will complete annual informing and the documentation of that informing according to the outline in B.1 and B.3.

C. Referral to the CHDP Program

1. All "Yes" responses to the offers of more information about CHDP, CHDP medical/dental services, and appointment scheduling/transportation assistance will be documented on a CHDP Referral Form (PM 357), or a State-approved alternate referral form. The Referral Form will be sent to the EPSDT Unit of the CHDP Program. This action is required to ensure these services are received and that any necessary diagnostic and/or treatment services are initiated within 120 days of the date of eligibility determination for persons receiving assistance through CalWORKs or Medi-Cal, and within 120 days of the date of request for children in foster care placement.
2. Foster children placed out-of-county are properly referred for CHDP services by:
 - a. The placement worker shall ensure that the child is referred for Medi-Cal and/or dental care within 30 days of placement which places attention on preventative health services through the CHDP Program or equivalent preventative health services in accordance with the CHDP Program's schedule for periodic health assessments and medical guidelines.

- b. The CHDP Program in the county of residence of the foster care provider, assumes responsibility for intensive informing, offering of services, documentation, treatment, and follow-up activities on necessary diagnosis of health condition suspected or identified.
 - c. Medical and dental records will be maintained in the child's foster care passport folder to verify health status of children.
 - d. The County of origin/eligibility maintains and provides copies of completed 357's to Social Services for the case file.
 - 3. Referral requirements described in C.1 and C.2 above also apply to children in foster care placement controlled by the probation department, licensed adoption agency, and/or a placement agency. Describe the procedures used by the DSS to assure that proper referrals are made by the probation department, licensed adoption agencies, and/or placement agencies. Include any interagency agreements developed for this assurance if they are available.
- D. *Information Provided by Social Services Staff on the CHDP Referral Form (PM 357) or State-Approved Alternate Referral Form.* The following will be included on the referral form when any "Yes" response is given, written or verbal, to the offer of services:
- 1. Case Name and Medi-Cal Identification Number.
 - 2. Type of services requested:
 - a. Additional information
 - b. Medical services
 - c. Dental services
 - d. Transportation assistance
 - e. Appointment scheduling assistance
 - 3. Source of referral:
 - a. New application
 - b. Re-determination
 - c. Self-referral
 - 4. Case type:
 - a. CalWORKs (on existing form as AFDC)
 - b. Foster Care
 - c. Medi-Cal Only (Full Scope, Limited Scope with or without a Share-of-Cost)
 - 5. Complete listing of members in case with birth dates including unborn and the expected date of confinement (EDC)
 - 6. Listing of the payee/substitute care provider and child in foster care
 - 7. Residence address and telephone number
 - 8. Eligibility Worker signature

9. Date of eligibility determination for CalWORKs and Medi-Cal only cases or date of request for children in Foster Care and self-referral

E. Care Coordination for Children in Foster Care

1. The staff responsible for placement of the child will ensure that the child receives medical and dental care that places attention on preventive health services through the CHDP Program, or equivalent health services in accordance with the CHDP Program's schedule for periodic health and dental assessments. More frequent health assessments may be obtained for a child when the child enters a new placement.
2. The staff responsible for placement of the child will ensure that arrangements are made for necessary diagnosis and treatment of health conditions suspected or identified.
3. Medical records will be kept in the child's case record. Case records for children age one and over must also contain the result(s) of dental visit(s).
4. The case record will contain a plan which ensures that the child receives medical and dental care which places attention on preventive health services through CHDP or equivalent preventive health services in accordance with the CHDP Program's schedule for periodic health and dental assessments.

V. CHDP Program Responsibilities and Activities for Referrals

- A. The CHDP Program is located in the Public Health Branch of the Health Services Department.
- B. Description of Provisions:
 1. The CHDP Director provides the overall medical supervision.
 2. The CHDP Deputy Director provides the administrative supervision and the day-to-day supervision.
- C. The Unit will accept and take appropriate action on all referrals of Medi-Cal eligible persons under 21 years of age, including unborns, and will:
 1. Intensively inform those requesting more information, and offer scheduling and assistance with accessing transportation to those who request CHDP medical and/or dental services.
 2. Provide all requested scheduling and/or assistance accessing transportation so that medical and/or dental services can be received from a provider of the requester's choice. These services will be provided and diagnosis and treatment initiated within 120 days of the date of eligibility determined for applicants and for recipients who eligibility is redetermined and within 120 days of a request for self-referrals and for children in foster care placements unless:
 - a. Eligibility is lost; or,
 - b. Person is lost to contact and a good faith effort was made to locate the person as defined in Section VII; or,
 - c. Failure to receive services was due to an action or decision of the family or person

3. Assure that persons asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP services are received within 120 days of the initial request.
4. Follow up on persons requesting appointment scheduling and assistance accessing transportation to:
 - a. Re-offer scheduling and assistance with accessing transportation to those persons whose failure to keep appointments was not due to an action or decision of the family/recipient.
 - b. Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated.
- D. Re-offer scheduling and assistance accessing transportation to those persons whose failure to keep appointments was not due to an action or decision of the family/recipient. Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated
- E. The following will be documented on the PM 357 or an alternate, state-approved form for each eligible person listed:
 1. Type of assistance accessing transportation and date assistance given.
 2. Appointment scheduling assistance and date given.
 3. Date(s) of appointment(s) and name(s) of provider(s).
 4. Follow up to needed diagnosis and treatment:
 - a. Response to offer of appointment scheduling and assistance accessing transportation.
 - b. Type of transportation assistance and date given.
 - c. Date(s) of appointment(s) and name(s) of provider(s).
 5. Date appointment scheduling and/or transportation assistance was declined and by whom.
 6. Disposition of case: appointment kept or not kept, eligibility lost, family declined further services, or family/person lost to contact and good faith effort was made to locate the person as defined in Section VII.
- F. Dates periodic notice of appointments sent and any response received will be documented on the periodic notice printout.
- G. An annual report will be submitted to the State Department of Health Services showing the number of CalWORKs and Foster Care recipients, and Medi-Cal Only recipients requesting CHDP services.

VI. CHDP & MCAH Program Responsibilities and Activities

- A. An adequate supply of the following materials will be available to meet Social Services Department and other county needs:
 1. State-approved informing brochure with the address and phone number of the local CHDP Program.
 2. Current list of CHDP medical and dental providers.
 3. Other informational materials, e.g., CHDP posters.
- B. When eligible persons still needing CHDP services move to another county, the new county will be notified and appropriate information sent by mail and/or telephone.

- C. All recipients eligible for Title V services will be informed of availability of these services and referred as requested.
- D. Referrals for Public Health Nursing services for intensive informing and follow-up to health assessment and diagnosis and treatment will be accepted, and such services will be provided.
- E. Any “unborns” listed on Social Services referral – 357 SAWS form will be referred by CHDP staff to the perinatal outreach department nurse at the Modoc County Health Department.

VII. Joint Social Services/CHDP Responsibilities

A “Good Faith Effort” will be made to locate all persons lost to contact. The CHDP Program will query the DSS for current addresses, telephone numbers, and Medi-Cal status of these persons. Upon request, the DSS will share this information. The exchange of this confidential information is based on Federal and State regulations. (A “Good Faith Effort” includes at least one documented attempt to trace the person through local welfare departments by obtaining a current address and telephone number and to contact the family at their current address/telephone number.

VIII. Staff Education

- A. Within ninety (90) days of employment by the Social Services Department, all new placement and eligibility workers will have completed orientation regarding the CHDP program and the roles and responsibilities for informing clients about CHDP at orientation.
- B. The Perinatal Services Coordinator at Public Health will provide annual training to eligibility workers on Perinatal Care Guidance (PCG) services and the roles and responsibilities for informing clients about PCG and referring for services by CHDP staff.
- C. Upon licensure, and at renewal, foster parent(s) and group care home, residential treatment center, and other out-of-home care facility staff will complete orientation regarding nature, scope, benefits and availability of CHDP Program services by CHDP staff and placement worker.
- D. All appropriate health department staff will receive orientation and an annual update regarding the CHDP Program by the CHDP Deputy Director.
- E. All placement and eligibility determination staff will receive an annual update regarding the CHDP Program by CHDP staff.

IX. Management Information and Program Evaluation

- A. Periodic meeting between CHDP Deputy Director and Social Services staff will be held to discuss:
 - 1. Regulatory changes.
 - 2. Issues revealed through program evaluation and reports.
 - 3. Issues revealed through problem solving meetings.
 - 4. Training needs of the staff.

X. Compliance Certification

In signing this agreement, we hereby certify that the CHDP Program in our community will meet the compliance requirements and standards pertaining to our respective departments contained in the following:

A. Enabling legislation of the CHDP Program

Reference: Health and Safety Code Sections 124025 through 124110 and Section 104395.

B. CHDP Program regulations that implement, interpret, or make specific the enabling legislation.

Reference: California Code of Regulations, Title 17, Section 6800 through 6874.

C. Medi-Cal regulations pertaining to the availability and reimbursement of EPSDT services through the CHDP Program.

Reference: California Code of Regulations, Title 22, Sections 51340(c), 51340 and 51532.

D. Regulations defining county DSS responsibilities for meeting CHDP/EPSDT Program requirements.

1. Social Services Regulations:

- a. Staff Development and Training Standards - Manual of Policies and Procedures (MPP) Sections: 14-530, 14-610.
- b. Civil Rights - MPP Section 21-101, 21-107, 21.115.
- c. Eligibility and Assistance Standards - MPP Sections: 40-107.61, 40-131.3(k), 40-181.211, 45-201.5.
- d. Child Welfare Services Program Standards - MPP Sections: 31-002(c)(8), 31-075.3(h)(1), 31-075.3(h)(2), 31-205.1(h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362, 31-206.42, 31-206.421, 31-206.422, 31-330.111, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(f), 31-405.1(g), 31-405.1(g)(1).
- e. Intra and interagency relations and agreements Chapter 29-405 and Chapter 29-410.

2. Medi-Cal Regulations

- a. California Code of Regulations, Title 22, Sections: 50031; 50157(a), (d), (e), (f), and 50184(b).
- b. Other Title 22 regulations governing DSS programs regarding adoptions and referring parents to community services, including CHDP Pre-placement Advisement, California Code of Regulations, Title 22, Section 35094.2 and Advisement of Parents Whose Child has not been Removed from Parent's Care, Section 35129.1

E. Current interpretive releases by State Departments of Health Care Services and Social Services.

1. Children's Medical Services (CMS) /CHDP Program Letters and Information Notices - Health Care Services.
2. All County Letters - Social Services.
3. Joint Letters - Health Care Services and Social Services

4. CMS /CCS Numbered Letters pertaining to the CHDP Program - Health Care Services.

This interagency agreement is in effect from July 1, 2021 through October 31, 2023 unless revised by mutual agreement.

NOTE: In the event that changes in Federal or State legislation impact the current Interagency Agreement, the Health Department and Social Services Department agree to renegotiate the pertinent section within 90 days of receiving new language or instructions from the State.

Modoc County Probation Department
Director
Terry Lee

Modoc County Social Services Department
Director
Tom Sandage

Date

Date

Child Health and Disability Prevention Program
Director
Edward P. Richert, M.D.

Modoc County Health Services Director
Stacy Sphar, RN, PHN

Date

Date

IN WITNESS WHEREOF, the parties have executed the approved Interagency Agreement on the date and year set forth below:

Chair
Modoc County Board of Supervisors

Date

APPROVED AS TO FORM:

Margaret Long, County Counsel

Date

ATTEST:

Tiffany Martinez, Clerk of the Board

Date

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Stacy Sphar, Health Services**

Regular or Consent: **Consent**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board and the Director of Health Services to sign a Memorandum of Understanding (MOU) between Modoc County Social Services, Probation and Public Health for the Health Care Program for Children in Foster Care, effective July 1, 2020 through June 30, 2022.

The purpose of the agreement is coordination of services Health Care Program for Children in Foster Care (HCPCFC).

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: (530) 233-6311

Email: stacysphar@co.modoc.ca.us

Agenda Item Number: 1.b

Health Care Program for Children in Foster Care
Memorandum of Understanding
Modoc County
Fiscal Year 2020-2022

Areas of Responsibility for Child Health and Disability Prevention (CHDP) Public Health Nurses (PHNs) and Child Welfare Service (CWS) Agency Social Workers and Probation Officers in the Health Care Program for Children in Foster Care (HCPCFC)

The State Budget Act of 1999 appropriated State General Funds to the California Department of Social Services (CDSS) for the purpose of increasing the use of PHNs in meeting the health care needs of children in Foster Care. These funds were transferred to Department of Health Services (DHS) for distribution through the CHDP program as an augmentation to operate HCPCFC. The legal authority for the Health Care Program for Children in Foster Care is the Welfare and Institutions Code, Section 16501.3 (a) through (e).

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Location	PHN will be located in the CWS agency with accessibility to all team members.	PHN will be located in the CWS agency with accessibility to all team members servicing children in foster care.
Supervision	PHN will be supervised by Modoc County Department of Public Health Branch Director with input from CWS agency staff.	CWS agency/Supervising Probation Officer will provide input to the Modoc County Department of Public Health Branch Director as deemed appropriate.
Accessing Resources	- PHN will identify health care providers in the community. - PHN will evaluate the adequacy, accessibility and availability of the referral network for health care services and collaborate with CHDP staff to identify and recruit additional qualified providers. - PHN will serve as a resource to facilitate (e.g., assist in scheduling appointments, arranging transportation, etc.) referrals to early intervention providers, specialty providers, dentists, behavioral health providers, California Children Services (CCS) and other community programs. - PHN will assist PHNs in the child's county of residence to identify and access resources to address the health care needs of children placed out of county.	- CWS agency Social Worker/Probation Officer will work with PHN to ensure that all children in foster care are referred for health services appropriate to age and health status on a timely basis. - CWS agency Social Worker/Probation Officer will work with the substitute care provider (Foster Parent) and the PHN to identify an appropriate health care provider for the child. - CWS agency Social Worker/Probation Officer will work with the PHN to ensure that children placed out-of-county have access to health services appropriate to age and health status.
Health Care Planning and Coordination	- PHN will interpret health care reports for social worker/probation officers and others as needed. - PHN will develop a health plan for each child expected to remain in foster care. - PHN will work with substitute care provider to ensure that the child's Health and Education Passport (HEP) or its equivalent is updated. - PHN will assist substitute care providers in obtaining timely comprehensive assessments. - PHN will expedite timely referrals for medical, dental, developmental, and behavioral health services.	- Child's Social Worker/Probation Officer will collaborate with PHN to develop a health plan which identifies the health care needs and service priorities for each child in foster care. - Social Worker/Probation Officer or designee will incorporate the health plan into the child's case record. - Social Worker/Probation Officer will assemble and provide health care documentation to the court when necessary to support the request for health care services. - Social Worker/Probation Officer will collaborate to complete and keep current the child's HEP or its equivalent and provide a copy of the HEP to the substitute care provider.

Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
<i>Health Care Planning and Coordination</i>	• PHN will assist social worker/probation officer in obtaining additional services necessary to educate and/or support the foster caregiver in providing for the special health care needs, including but not limited to Early and Periodic Screening, Diagnosis, and Treatment Supplemental Services (EPSDT-SS). • PHN will obtain and provide health care documentation when necessary to support the request for health care services. • PHN will collaborate with social worker/probation officer, biological parent when possible and substitute care provider to ensure that necessary medical/health care information is available to those persons responsible for providing healthcare for the child, including a copy of the HEP to the substitute care provider. • PHN will assist social worker/probation officer to assess the suitability of the foster care placement in light of the health care needs of the child. • PHN will collaborate with the social worker/probation officer and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • PHN will review child's health plan with social worker/probation officer as needed and at least every six months.	• Social Worker/Probation Officer will consult with the PHN to assess the suitability of the foster care placement in light of the health care needs of the child. • Social Worker/Probation Officer will collaborate with the PHN and substitute care provider to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc. • Social Worker/Probation Officer will review child's health plan with PHN at least every six months and before every court hearing. Relevant information will be incorporated into the HEP and court report.
<i>Psychotropic Medication Monitoring and Oversight (PMM&O)</i>	• PHN will review JV220(A) or (B) and relevant records for prescribed psychotropic medications. • PHN will discuss any concerns about the prescribed psychotropic medication with the prescriber and the Social Worker/Probation Officer including the potential need for lab work. • PHN will ensure that the Social Worker/Probation Officer receive the JV220(A) or (B) in a timely manner. • PHN will be available to discuss issues/concerns related to psychotropic medications with the Social Worker/Probation Officer, Substitute Care Provider (SCP), and minor. • PHN will work with the Social Worker/Probation Officer to ensure court orders for psychotropic medications are updated every six months. • PHN will enter psychotropic medications and court orders into the CWS/CMS system.	• Social Worker/Probation Officer will provide a copy of the JV220(A) or (B) to the PHN if they receive it first. • Social Worker/Probation Officer will obtain the court order for any psychotropic medication(s). • Social Worker/Probation Officer will provide a copy of the court order to the PHN. • Social Worker/Probation Officer will work with the PHN to ensure court orders for psychotropic medications are updated every six months. • Social Worker/Probation Officer will communicate any changes or concerns regarding psychotropic medications to the PHN.

Training and Orientation	- PHN will participate in developing and providing educational programs/materials for health care providers to increase community awareness of and interest in the special health care needs of children in foster care. - PHN will educate social workers, juvenile court staff, substitute care providers, school nurses and others about the health care needs of children in foster care.	- CWS agency staff/Probation Officers will provide input to PHN in developing curriculum for training others about health care needs of children in foster care. - CWS agency staff/Probation Officers will collaborate with PHN in educating juvenile court staff, substitute care providers, and others about the health care needs of children in foster care. - CWS agency personnel will arrange for PHN access to the Child Welfare Services/Case Management System (CWS/CMS) system and provide training in its use.
Policy and Procedure Development	- PHN will provide program consultation to CDSS/ Probation Departments in the development and implementation of the EPSDT/CHDP Program policies related to the Health Care Program for Children in Foster Care. - PHN will participate in multi-disciplinary meetings for review of health-related issues.	CWS agency staff/Probation Officers will include the PHN in team meetings and provide orientation to social services and consultation on CWS/CMS.
Service Provided	Local CHDP Responsibilities Foster Care PHN	Local Child Welfare Service Agency Responsibilities Social Worker/Probation Officer
Transition from Foster Care	PHN will provide assistance to the Social Worker/Probation Officer and the child leaving foster care on the availability of options of health care coverage and community resources to meet the health care needs upon emancipation.	CWS agency staff/Probation Officers will collaborate with PHN to assure person leaving foster care supervision is aware and connected to resources for independent living.
Time Study and Cost	The PHN will complete a daily time study. When the Public Health Foster Care allocation has been depleted, the PHN will continue to time study, but will use a different code to indicate that her time will be reimbursed by Social Services. The Public Health Fiscal Officer will include the time study with the invoice.	CWS will submit payment to PH based on Time Study after HCPCFC funding is exhausted.

This Memorandum of Understanding is in effect from July 1, 2020 through June 30, 2022 unless revised by mutual agreement. In the event that changes in federal or state requirements impact the current Memorandum of Understanding, the local health department, social services department, and probation department agree to renegotiate the pertinent section within 90 days of receiving new instructions from the State.

Health Service Director

Date

Social Services Director

Date

Chief Probation Officer

Date

IN WITNESS WHEREOF, the parties have executed the approved Memorandum of Understanding on the date and year set forth below:

Chair
Modoc County Board of Supervisors

Date

APPROVED AS TO FORM:

Margaret Long, County Counsel

Date

ATTEST:

Tiffany Martinez, Clerk of the Board

Date

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Ned Coe, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Public Hearing**

Describe Specific Action Requested or Information to be Discussed:

Third scheduled public hearing of the Redistricting of the Board of Supervisor districts to review the preliminary map options for redistricting as presented by FLO Analytics.

Budget Affected: 10:00 AM

Clerk's Instructions:

Certified Copies Needed: None

Minutes Orders Needed: None

Date Submitted: 11/5/2021

Phone Number: (530) 949-7018

Email: nedcoe@co.modoc.ca.us

Agenda Item Number: 2.a

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Mitch Crosby, Road/Airport**

Regular or Consent: **Regular**

Kind of Action Requested: **Public Hearing**

Describe Specific Action Requested or Information to be Discussed:

Public Hearing - Vacationment of a portion of the public easement located within McDowell Avenue and Dorris Street, located within the Willow Park Subdivision, adjacent to the City of Alturas.

This action was initiated by the County of Modoc to correct a physical non-conformance in order to clean up some of the discrepancies of ownership regarding public easements and the old Modoc Medical Center hospital facility located at 228 W. McDowell and the old MMC Clinic located at 229 W. McDowell. These portions of public easement will be combined with adjacent parcels by a subsequent lot line adjustment.

Budget Affected: 10:00 AM

Clerk's Instructions:

Certified Copies Needed: None

Minutes Orders Needed: 1

Date Submitted: 10/29/2021

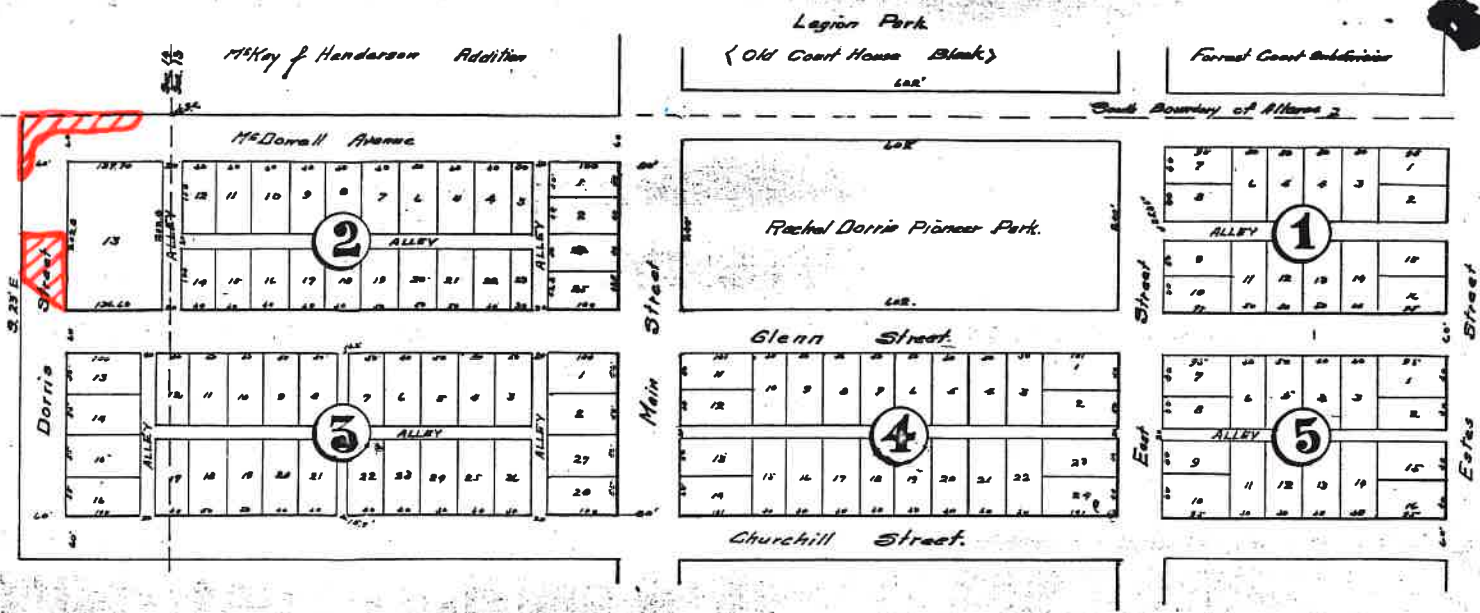
Phone Number: (530) 233-6412

Email: MitchCrosby@co.modoc.ca.us

Agenda Item Number: 2.b

WILLOW PARK SUBDIVISION

Being Portion
The NW¹ of the SW¹ of Section 14
and
The NE¹ of the SE¹ of Section 14
Township 42 North
Range 12 East.
Mt. Diablo Meridian.
Scale: 1 inch = 60 feet.



I, A. H. Grace, do hereby certify that the accompanying map was made from notes taken during an actual survey made by me November 14 to 16, 1929, and that said map is actually conformable to said notes, and that each survey is accurately marked upon the ground.

A. H. Grace

Note: All black corners are marked by iron stakes driven flush with the ground surface.

I, L. S. Smith, Clerk of Nevada County, California, do hereby certify that a bond for the payment of all taxes assessed against the lands included in the above subdivision but not yet paid, awarded and/or against the said lands, has been filed with the Board of Supervisors of Nevada County, as required by law.

L. S. Smith
County Clerk

By *[Signature]*
Deputy.

We, Adie F. McDonnell and L. G. McDonnell do hereby certify that we are the owners of the land included in the above subdivision, and indicated upon the accompanying map, and that we are the only persons whose consent is necessary to pass a clear title to said lands, and we do hereby consent to the making of this map and to the subdivision shown thereon, and we do hereby dedicate to the public use all streets, avenues and alleys shown upon the accompanying map.

Adie F. McDonnell
L. G. McDonnell

I, T. H. Ballard, Auditor of Nevada County, California, do hereby certify that there are no liens for unpaid State, County, Municipal or other taxes except taxes not yet payable, against the lands included in the above subdivision, or against any part thereof, as shown by the records of this office.

Witness my hand and official seal this 21 day of Aug 1929

T. H. Ballard
Auditor of Nevada County

Filed Aug. 21st 1929

T. H. Ballard
County Recorder

7108

On this 21 day of Aug 1929 before me a Notary Public in and for the County of Nevada, State of California, residing therein, duly commissioned and sworn, personally appeared Adie F. McDonnell, and L. G. McDonnell, her husband, known to me to be the persons whose names are affixed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, this day and year in this certificate first above written.

[Signature]
Notary Public

Google Maps



Attachment: BOS Location Maps (Public Hearing - Vacate McDowell & Dorris)

Imagery ©2021 Maxar Technologies, Map data ©2021 20 ft

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Mitch Crosby, Road/Airport**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval of a Resolution to vacate portions of McDowell Avenue and Dorris Street.

The Road Department recommends the Board approve this resolution with the condition that the resolution not be recorded until the subsequent lot line adjustment to transfer ownership of the vacated area has been approved.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 10/29/2021

Phone Number: (530) 233-6412

Email: MitchCrosby@co.modoc.ca.us

Agenda Item Number: 3.a

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MODOC TO VACATE A PORTION OF McDOWELL AVENUE AND DORRIS STREET

WHEREAS, it having been made to appear to the Board of Supervisors of the County of Modoc that a portion of the public easement located within McDowell Avenue and Dorris Street, adjacent to the City of Alturas, California, hereinafter described is no longer necessary as a public road in Modoc County:

Certain portions of McDowell Avenue and Dorris Street located within the public easements created by the Willow Park Subdivision as recorded in Modoc County, Book 1 of Maps at Page 54, detailed in the attached legal description titled, "Exhibit A" and the attached map created by Sharrah Dunlap Sawyer, Inc. titled, "Exhibit B Standard Vacation."

WHEREAS, the vacation is made pursuant to Chapter 8300 et seq., California Streets and Highways Code; and

WHEREAS, the Modoc County Planning Department has reviewed the request for the vacationment of said portion of public easement from McDowell Avenue and Dorris Street and finds the vacationment is consistent with the current zoning and land use designations of the area; and

WHEREAS, a hearing relative to said vacation was held before the Modoc County Board of Supervisors at 10:00 AM on the 9th day of November, 2021; and

WHEREAS, a notice of said hearing was published in the Modoc County Record for at least two successive weeks prior to the aforesaid date fixed for the hearing, and that a similar notice was posted along the line of highway proposed to be vacated; and

WHEREAS, the Board of Supervisors finds, from all the evidence submitted, that the highway described above is unnecessary for the present or prospective public use; and

NOW, THEREFORE, BE IT RESOLVED that the Modoc County Board of Supervisors hereby vacates the portions of McDowell Avenue and Dorris Street described above; and

BE IT FURTHER RESOLVED that from and after the date that this resolution is recorded, the easement vacated no longer constitutes a public easement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Modoc, State of California, on the 9th day of November, 2021 by the following vote:

Motion :

**BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC**

Ned Coe, Chair
Modoc County Board of Supervisors

ATTEST:

Tiffany Martinez
Clerk of the Board

EXHIBIT "A"
LEGAL DESCRIPTION
MCDOWELL STREET AND DORRIS STREET
STREET AND EASEMENT VACATION

All that certain real property located in the Southeast one-quarter Section 14, Township 42 North, Range 12 East, M.D.M., situate in the County of Modoc, State of California, more particularly described as follows:

BEGINNING at the Northwest intersection of the Northerly right of way of McDowell Street and the Westerly right of way of Dorris Street as shown on the Willow Park Subdivision recorded in Book 1 of Maps at Page 54 (1 Maps 54); thence North $89^{\circ}49'43''$ East along the Northerly right of way of McDowell Street a distance of 127.16 feet; thence South $00^{\circ}10'13''$ East a distance of 9.09 feet; thence along a curve to the right having a radius of 6.00 feet, a central angle of $82^{\circ}29'16''$ and an arc length of 8.64 feet; thence South $82^{\circ}19'03''$ West a distance of 96.17 feet; thence along a curve to the left having a radius of 26.00 feet, a central angle of $83^{\circ}17'56''$ and an arc length of 37.80 feet; thence South $00^{\circ}58'53''$ East a distance of 27.58 feet; thence along a curve to the right having a radius of 19.97 feet, a central angle of $37^{\circ}55'51''$ and an arc length of 13.22 feet to a point on the Westerly right of way of said Dorris Street; thence North $00^{\circ}23'00''$ West along said Westerly right of way of Dorris Street a distance of 93.66 feet to the POINT OF BEGINNING.

ALSO all that portion of land more particularly described as follows:

BEGINNING at the Southwest corner of Lot 13 as shown on (1 Maps 54); thence North $00^{\circ}23'00''$ West along the Easterly right of way of Dorris Street a distance of 134.78 feet; thence South $89^{\circ}07'33''$ West a distance of 60.00 feet to a point on the Westerly right of way of Dorris Street; thence South $00^{\circ}23'00''$ East along the Westerly right of way of Dorris Street a distance of 82.90 feet; thence South $49^{\circ}49'07''$ East a distance of 78.98 feet to the POINT OF BEGINNING.



8/20/2021

LINE TABLE

LINE	BEARING	LENGTH
L1	S0°10'13"E	9.09'
L2	S0°58'53"E	27.58'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	6.00'	82°29'16"	8.64'
C2	26.00'	83°17'56"	37.80'
C3	19.97'	37°55'51"	13.22'

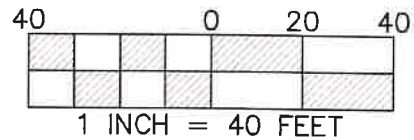


EXHIBIT B

STANDARD VACATION

LOCATED IN THE SOUTHEAST
ONE-QUARTER SECTION 14, TOWNSHIP
42 NORTH, RANGE 12 EAST, M.D.M.,
MODOC COUNTY, CA

FOR

MODOC MEDICAL

BY

SHARRAH DUNLAP SAWYER, INC.

Civil Engineering • Land Planning • Surveying & Mapping
Landscape Architecture • Presentation Graphics

320 Hartnell Ave, Redding, CA 96002
530.221.1792 voice • 530.221.8369 fax • info@sdsengineering.com



SIGNED: 8/20/2021
DATE

TO BE USED AS A VISUAL AID ONLY. LINEWORK DOES NOT REPRESENT, NOR
IS IT INTENDED TO REPLACE SURVEY OR RECORDED PROPERTY INFORMATION.

DATE:

APRIL, 2021

SCALE: 1"=40'

SHEET 1 OF 1

P:\proj\p\16199\dwg\16199 McDowell LLA.dwg

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Mitch Crosby, Road/Airport**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to award the 2022, 2023, 2024 calendar year diesel heating oil bid and authorize the Chair of the Board to sign the contract.

The current contract to supply the County with diesel heating oil is due to expire at the end of December 2021. The County, through the Road Department, advertised for bids to supply diesel heating oil for a period of three years. Execution of this new contract will make the purchase of diesel heating oil available to all County departments through December 31, 2024. The low bidder for this contract was Harbert Oil Company.

Budget Affected: No

Clerk's Instructions:

Modoc County advertised and received written, sealed bids.

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/1/2021

Phone Number: (530) 233-6412

Email: MitchCrosby@co.modoc.ca.us

Agenda Item Number: 3.b

Prepared By: Jim Richardson

Checked By:

Mitch Crosby

State of California
County of Modoc
Road Department
BID SUMMARY

Project: 2022, 2023 & 2024 Calendar year Bids for Diesel No. 2 Heating Oil
Federal Project No.
Contract No.

Opening Date: October 28, 2021 3:00PM

Item No.	Unit (Gal)	Quantity	Description	Engineers Estimate		Harbert Oil (Low Bid)		Ed Staub & Sons (2nd Low)		(3rd Low)		(4th Low)		(5th Low)		(6th Low)		Average Total Price	Average Unit Price
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
1			Diesel No. 2 Heating Oil																
2	Gal	40,000	Alturas	2.9770	119,080.00	3.4970	139,880.00											129,480.00	3.2370
3																			
4																			
5																			
6																			
7																			
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21																			
22																			
23																			
24																			
25																			
26																			
27																			
BID TOTAL					0.00		119,080.00		139,880.00		0.00		0.00		0.00		0.00		

3.b.a

**AGREEMENT FOR SUPPLYING COUNTY OF MODOC
WITH DIESEL #2 HEATING OIL FUEL FOR 2022, 2023 & 2024**

THIS AGREEMENT made this 1st day of January, 2022, by and between the County of Modoc, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Harbert Oil Company, Inc., hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, COUNTY has requested quotations for the furnishing Diesel #2 heating oil products; and WHEREAS SUPPLIER has submitted a proposal in response to the COUNTY'S request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SUPPLIER agrees to furnish the COUNTY with certain products outlined in COUNTY'S "Instructions To Bidders for the 2022, 2023 & 2024 Diesel #2 Heating Oil Bid" dated for receipt on October 28, 2021.
2. Various petroleum products delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Bids for Diesel #2 Heating Oil" which are attached as Exhibit 1 and by reference hereto is incorporated herein, and the material specifications contained in the "Instructions to Bidders for the 2022, 2023 & 2024 Diesel #2 Heating Oil Bid."
3. Petroleum prices for the various fuel products listed in the "Request for Bids" will be on a weekly basis as identified in the PAD 5 Report of the Oil Price Information Service (OPIS) Publication provided by the SUPPLIER and based on the Chico, California area. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract as set forth in the "Instructions to Bidders for the 2022, 2023 & 2024 Diesel #2 Heating Oil Bid."
4. For Bulk fuel deliveries, all COUNTY tanks shall be kept filled as set out in the bid specifications. The SUPPLIER shall not add diesel fuel to these tanks unless directed to do so by a representative of the Department. Tanks will be considered empty when they are down to 20% of their respective capacities. Fuel reserves in all tanks will be determined weekly by physical measurement (stabbing). SUPPLIER shall be notified by COUNTY that a particular tank has reached the aforementioned minimum, and thereafter SUPPLIER shall deliver fuel to that tank within 36 hours. SUPPLIER'S failure to provide fuel as set forth in this Agreement shall be deemed a material breach of this Agreement and of the COUNTY fuel bid. Further, failure to provide fuel as set forth in said "Instruction to Bidders" shall give cause to COUNTY to immediately terminate this Agreement.
5. To the extent possible, SUPPLIER shall make fuel deliveries during working days and when COUNTY personnel are present. COUNTY may provide 24-hour access to the Department maintenance yards by means of like-keyed padlocks on each gate or filler caps.
6. All tanks receiving fuel shall be measured before and after the delivery. The two volumes, as well as amount delivered, shall be noted on the delivery ticket. A copy of the notice, with price of the delivery, date, and time, shall be left at the yard. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes and to start computation of billing periods. Bills submitted shall include the Purchase Order number for the corresponding delivery. Payment will be monthly according to the schedule established by the Auditor's Office.
7. It is understood by the parties and agreed that COUNTY, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of SUPPLIER while engaged in complying with any of the terms of this Agreement. SUPPLIER agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of SUPPLIERS.
8. SUPPLIER further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance

shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County. Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.

9. This Agreement shall cover the period of January 1, 2022 or Award Date which ever is later, through December 31, 2024.
10. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.
11. The documents comprising the Agreement include the "Instructions to Bidders for the 2022, 2023 & 2024 Diesel #2 Heating Oil Bid" and "Request for Bids for Diesel #2 Heating Oil" documents furnished by SUPPLIER dated October 28, 2021.
12. COUNTY reserves the right to limit quantities at specified delivery points upon notice to SUPPLIER by COUNTY.
13. Failure to comply with any of the provisions of this Agreement on part of SUPPLIER may result, at County's direction, in an immediate termination of the agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

BY: _____
SUPPLIER SIGNATURE

BY: _____
NED COE,
CHAIR OF THE BOARD

PRINT SUPPLIER NAME

APPROVED AS TO FORM:

MARGARET LONG, COUNTY COUNSEL

COUNTY OF MODOC

INSTRUCTIONS TO BIDDERS FOR THE 2022, 2023 & 2024

DIESEL #2 HEATING OIL BID

1. The vendor must submit bids on the attached forms.
2. Vendor must submit prices on all items and on all delivery points, in order to have bid considered.
3. **Bids must be submitted in sealed envelopes plainly marked "DIESEL #2 HEATING OIL BIDS FOR CALENDAR YEAR 2022, 2023 & 2024 and must be received at the office of the Modoc County Road Department, 202 West Fourth Street, Alturas, California 96101, by 3:00 P.M. on October 28, 2021, at which time they will be publicly opened and read in the Conference Room of said building.**
4. Successful bidder shall agree to make deliveries of Diesel #2 Heating Oil at the various delivery points listed on the bid form, and to incidental points as requested by the Road Department or other County Agency. It is the vendor's responsibility to obtain a Purchase Order number prior to delivery of Diesel #2 Heating Oil.
5. Posted tank wagon unit prices (dollars per gallon) for each bid item shall be inserted in ink or typewritten. Unit price shall include all costs of packing and of transportation, exclusive of all taxes, to the delivery point or points shown, unless otherwise specified. A total price shall also be entered in the "extension" column. In case of error in extension of price, the unit price will govern. The extension column is for comparison purposes only.
6. Award shall be made to the lowest responsible bidder with the lowest total bid of all products, using the approximate annual consumption figures which are shown on the bid form.
 - a. In determining the lowest responsible bidder, the Board of Supervisors shall consider the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, the service reputation of the bidder, and other information and data required to prove his responsibility. When the County is required to pay shipping charges for an item or items, said charges shall be considered a part of the bid price in determining the lowest responsible bid.
 - b. Local Bidder Preference shall not apply to this contract.
 - c. If more than one bid is for the same total amount or unit price and if the public interest will not permit the delay of readvertising for bids, the Board of Supervisors may award the contract to one of the bidders by drawing lots in public.
 - d. If the successful bidder does not enter into a contract within fifteen (15) days after mailing of Notice of Award of contract, he shall forfeit in cash, an amount equivalent to the amount of any surety which accompanied his bid, unless the County is responsible for the delay.
7. Pricing: Price Changes
 - a. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based solely on the change in the "daily average" price listed for the designated city (Chico, California), as reported each Thursday in the publication, Oil Price Information Service (OPIS). The Thursday price will be used for the weekly price beginning the following Monday. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified will be reason to find their bid non-responsive. **It will be the successful bidders responsibility to furnish the Modoc County Road Department with Thursday's Oil Price Information Service (OPIS) Publication.**

- b. Average prices for Chico, California have been computed based solely on rack and reseller prices exclusive of freight, taxes and special discounts. It shall be changes in these average prices for the designated city which shall be used to adjust contract prices.
- c. Any upward or downward change in the average price for the designated city as published in each OPIS publication, will be added to or subtracted from the contract price. The effective date of the price change will be on the Monday following the Thursday of the OPIS publication which reflects the change in the average price.
- d. The average price of "Diesel No. 2 Heating Oil" shall be used to reference changes in contract prices for diesel heating oil.
- e. It is understood and agreed that company names and prices can be removed from and added to the OPIS publication by the publishing company without affecting the procedure for price computation.
- f. If it appears that an error has occurred in the OPIS issue, the vendor shall contact the publisher for clarification.
- g. If it is discovered, after the fact, that an OPIS publication used to adjust prices was in error, corrections will be made subject to the following conditions:
 - 1) The error is detected and sufficient data is available to make corrections within 30 calendar days after the effective date of the Price Agreement Change Note reflecting the erroneous pricing information, and;
 - 2) The amount necessary to make the correcting adjustment, plus or minus, must be one half cent per gallon or more.
- h. Approved contract price changes or other amendments to the contract shall be verified and approved by Modoc County.
- i. No price increase shall be applied to a late delivery, if the increase resulted from the delivery not being made within the time frame established by this contract.
- j. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to Modoc County, or result in prices which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, Modoc County reserves the sole right to cancel this contract upon giving the Contractor ten (10) days notice. Modoc County shall not be responsible for any costs or lost profits resulting from such contract cancellation.

8. Changes

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the resulting contract will be effective without the consent and approval of the Buyer as documented by Price Agreement Change Notice.

9. Specifications

All bulk fuels supplies through this contract must comply with applicable and government standards and specifications, including the following:

Diesel No. 2 Heating Oil (most recent issue) winterized in accordance with requirements listed below:

Winterization Requirements: Diesel fuel shall be winterized for the months of October through March to a cloud point not higher than 6 degrees C above the tenth percentile minimum ambient temperature for the area in which the fuel is delivered (See ASTM-D 975 Appendix X2). Contractor must notify Modoc County Road Department as reasonably in advance as possible for the date and degree of standard winterization provided. Additional winterization, if required by ordering agency, will be subject to the Contractor's standard extra cost upcharge.

10. SUPPLIER further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County. Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.
11. The County reserves the right to increase or decrease quantities, to reject any and all bids, and to waive informalities and minor irregularities in bids.

EXCLUDE ALL TAXES

COUNTY OF MODOC
REQUEST FOR BIDS
FOR DIESEL #2 HEATING OIL

ENTER GRAND TOTAL OF ALL PRODUCTS IN THIS SPACE.

GRAND TOTAL
(all products)

\$119,080.⁰⁰

The OPIS date used for calculation is October 21, 2021.
(For comparison purposes)

I, the undersigned, upon signing this contract, guarantee that I will furnish all fuels required by the County during the term of the contract.

NAME OF BIDDER: Herbert Oil Company Inc.

ADDRESS: 659-945 CA-299 Bicher CA 96009

PHONE NUMBER: (530) 294-5371 FAX NUMBER: (530) 294-5900

SIGNED (OWNER): _____

TITLE: General Manager

DATED: 10-27-21

Attachment: MCRD Diesel 2 Heating Oil Draft Agreement (Fuel Bid 2021 - Diesel Heating Oil)

COUNTY OF MODOC
REQUEST FOR BIDS

Bid For: Diesel #2 Heating Oil

Date: _____

Date of Bid: October 28, 2021

Time of Opening: 3:00 P.M.

Mail Bids To: Modoc County Road and Public Works
 202 West 4th Street
 Alturas California 96101

Instructions: Bidder must submit prices on all items and at all delivery points.

Designated City for Price Adjustments:

Quantities given in:

Type of Fuel:

Chico, CA

Gallons

Diesel No 2 Heating Oil

Delivery Point	Quantity	Posted Price Dollars/Gallon	Dollars Extension
Alturas Area*	40,000	\$ 2.677	\$ 2.977
TOTAL			\$ 119,080. ⁰⁰

*Includes the Alturas Shop, Courthouse, Judicial Center, Veteran's Hall, Library, Detention Facility and any other County Department locations as applicable in the Alturas Area.

Attachment: MCRD Diesel 2 Heating Oil Draft Agreement (Fuel Bid 2021 - Diesel Heating Oil)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Mitch Crosby, Road/Airport**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to award the 2022, 2023 calendar year gasoline and diesel bid and authorize the Chair of the Board to sign the contract.

The current contract to supply the County with gasoline and diesel is due to expire at the end of December 2021. The County, through the Road Department, advertised for bids to supply gasoline and diesel for a period of two years. Execution of this new contract will make the purchase of gasoline and diesel available to all County departments through December 31, 2023. The terms of the agreement allow the County to extend this contract for one additional year, through calendar year 2024. The low bidder for this contract was Ed Staub & Sons Petroleum.

Budget Affected: No

Clerk's Instructions:

Modoc County advertised and received written, sealed bids.

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/1/2021

Phone Number: (530) 233-6412

Email: MitchCrosby@co.modoc.ca.us

Agenda Item Number: 3.c

Prepared By: Jim Richardson
Checked By: *Nitch Carshy*

State of California
County of Modoc
Road Department

Project: 2022 & 2023 calendar year Bids for Unleaded Gasoline,
Premium Unleaded Gasoline and Diesel Carb # 2

Opening Date: October 28, 2021 3:00 P.M.

BID SUMMARY

Item No.	Unit (Gal)	Quantity	Description	Engineers Estimate		Ed Staub and Sons (Low Bid)		(2nd Low)		(3rd Low)		(4th Low)		(5th Low)		(6th Low)		Average	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Average Price
1			Unleaded Gasoline																
2	Gal	42,000	Alturas	0.00	0.00	3.4722	145,832.40		0.00									3.4722	72,916.20
3	Gal	12,000	Cedarville	0.00	0.00	3.5008	42,009.60		0.00									3.5008	21,004.80
4	Gal	12,000	Lookout/Adin	0.00	0.00	3.4398	41,277.60		0.00									3.4398	20,638.80
5	Gal	9,000	Newell	0.00	0.00	3.4722	31,249.80		0.00									3.4722	15,624.90
6	Gal	9,000	Davis Creek	0.00	0.00	3.4922	31,429.80		0.00									3.4922	15,714.90
7			Subtotal	0.00	0.00		291,799.20		0.00										
8			Diesel Carb #2																
9	Gal	45,000	Alturas	0.00	0.00	3.4912	157,104.00		0.00									3.4912	78,552.00
10	Gal	18,000	Cedarville	0.00	0.00	3.5098	63,176.40		0.00									3.5098	31,588.20
11	Gal	15,000	Lookout	0.00	0.00	3.4530	51,795.00		0.00									3.4530	25,897.50
12	Gal	18,000	Newell	0.00	0.00	3.4912	62,841.60		0.00									3.4912	31,420.80
13	Gal	15,000	Davis Creek	0.00	0.00	3.5112	52,668.00		0.00									3.5112	26,334.00
14			Subtotal	0.00	0.00		387,585.00		0.00										193,792.50
15																			
16																			
17																			
18																			
20																			
21																			
22																			
23																			
24																			
25																			
26																			
BID TOTAL				#REF!			679,384.20		0.00		0.00		0.00		0.00		0.00		0.00

3.c.a

**AGREEMENT FOR SUPPLYING COUNTY OF MODOC
WITH PETROLEUM PRODUCTS FOR 2022 & 2023**

THIS AGREEMENT made this 1st day of January, 2022 by and between the County of Modoc, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Ed Staub and Sons Petroleum, Inc., hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, COUNTY has requested quotations for the furnishing unleaded gasoline and diesel carb #2 petroleum products; and WHEREAS SUPPLIER has submitted a proposal in response to the COUNTY'S request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SUPPLIER agrees to furnish the COUNTY with certain products outlined in COUNTY'S "Instructions to Bidders for the 2022 & 2023 Unleaded Gasoline and Diesel Carb #2 Fuel Bid" dated for receipt on October 28, 2021.
2. Various petroleum products delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request For Bids for Unleaded Gasoline and Diesel Carb #2," which are attached as Exhibit 1 and by reference hereto is incorporated herein, and the material specifications contained in the "Instructions to Bidders for the 2022 & 2023 Unleaded Gasoline and Diesel Carb #2 Fuel Bid."
3. Petroleum prices for the various fuel products listed in the "Request for Bids" will be on a weekly basis as identified in the PAD 5 Report of the Oil Price Information Service (OPIS) Publication provided by the SUPPLIER and based on the Chico, California area. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract as set forth in the "Instructions to Bidders for the 2022 & 2023 Unleaded Gasoline and Diesel Carb # 2 Fuel Bid."
4. For Bulk fuel deliveries, all COUNTY tanks shall be kept full as set out in the bid specifications. The SUPPLIER shall not add diesel fuel to these tanks unless directed to do so by a representative of the Department. Tanks will be considered empty when they are down to 20% of their respective capacities. Fuel reserves in all tanks will be determined weekly by physical measurement. SUPPLIER shall be notified by COUNTY that a particular tank has reached the aforementioned minimum, and thereafter SUPPLIER shall deliver fuel to that tank within 36 hours. SUPPLIER'S failure to provide fuel as set forth in this Agreement shall be deemed a material breach of this Agreement and of the COUNTY fuel bid. Further, failure to provide fuel as set forth in said "Instruction to Bidders" shall give cause to COUNTY to immediately terminate this Agreement.
5. To the extent possible, SUPPLIER shall make fuel deliveries during working days and when COUNTY personnel are present. COUNTY may provide 24-hour access to the Department maintenance yards by means of like-keyed padlocks on each gate or filler caps.
6. All tanks receiving fuel shall be measured before and after the delivery. The two volumes, as well as amount delivered, shall be noted on the delivery ticket. A copy of the notice, with price of the delivery, date, and time, shall be left at the yard. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes and to start computation of billing periods. Bills submitted shall include the Purchase Order number for the corresponding delivery. Payment will be monthly according to the schedule established by the Auditor's Office.
7. It is understood by the parties and agreed that COUNTY, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of SUPPLIER while engaged in complying with any of the terms of this Agreement. SUPPLIER agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of SUPPLIERS.
8. SUPPLIER further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by

the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County. Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.

9. This Agreement shall cover the period of January 1st, 2022, or Date of Award, which ever is later, through December 31, 2023. However, Modoc County reserves the right to extend the term of this agreement for one additional year, through calendar year 2024.
10. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.
11. The documents comprising the Agreement include the "Instructions to Bidders for the 2022 & 2023 Unleaded Gasoline and Diesel Carb #2 Fuel Bid" and "Request for Bids for Unleaded Gasoline and Diesel Carb #2, documents furnished by SUPPLIER dated October 28, 2021.
12. COUNTY reserves the right to limit quantities at specified delivery points upon notice to SUPPLIER by COUNTY.
13. Failure to comply with any of the provisions of this Agreement on part of SUPPLIER may result, at County's direction, in an immediate termination of the agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

BY: _____
SUPPLIER SIGNATURE

BY: _____
NED COE,
CHAIR OF THE BOARD

PRINT SUPPLIER NAME

APPROVED AS TO FORM:

MARGARET LONG, COUNTY COUNSEL

COUNTY OF MODOC

INSTRUCTIONS TO BIDDERS FOR THE 2022 & 2023 UNLEADED GASOLINE AND DIESEL CARB #2 FUEL BID

1. The vendor must submit bids on the attached forms.
2. Vendor must submit prices on all items and on all delivery points, in order to have bid considered.
3. **Bids must be submitted in sealed envelopes plainly marked "GASOLINE and DIESEL CARB #2 BIDS FOR CALENDAR YEARS 2022 & 2023" and must be received at the office of the Modoc County Road Department, 202 West Fourth Street, Alturas, California 96101, by 3:00 P.M. on October 28, 2021, at which time they will be publicly opened and read in the Conference Room of said building.**
4. Successful bidder shall agree to make deliveries of Gasoline and Diesel Carb #2 to the various delivery points listed on the bid form, and to incidental points as requested by the Road Department or other County Agency. It is the vendor's responsibility to obtain a Purchase Order number prior to delivery of product.
5. A card lock system must be available in the Alturas area within 2 miles of the Alturas Road maintenance shop on Oak Street or other designation that does not hinder access. Card lock systems in non-Alturas areas will be optional but, if available, will price fuel at the same rate as bulk deliveries in that area. Said card lock system will have cards coded with an employee identification with the ability to enter into the system at time of fueling both the vehicle number and either an odometer or "hours" value. A usage detail report either in electronic format or hard copy will be included with each month's invoices. This usage detail report will list driver's number/name, vehicle number, odometer or "hours" value, quantity of fuel, type of fuel, and date and time of each fuel access. The vendor is responsible to furnish 100 fueling cards to various County departments, upon their request, and will be considered as included in the bid price paid for the various products and no additional compensation will be allowed therefor. A list of the County departments and the number of cards needed will be furnished to the successful bidder. Replacement cards and additional cards requested that are not on the list furnished to the Vendor will be allowed a charge as stated on the bid form for unleaded gasoline. Billing shall be made to individual County departments based on each Department's usage. Terms of contract shall be net 30 days to give County time to verify pricing and process payments through the Modoc County Auditors Office.
6. Posted tank wagon unit prices (dollars per gallon) for each bid item shall be inserted in ink or typewritten. Unit price shall include all costs of packing and of transportation, exclusive of all taxes, to the delivery point or points shown, unless otherwise specified. A total price shall also be entered in the "extension" column. In case of error in extension of price, the unit price will govern. The extension column is for comparison purposes only.
7. Award shall be made to the lowest responsible bidder with the lowest total bid of all products, using the approximate annual consumption figures which are shown on the bid form.
 - a. In determining the lowest responsible bidder, the Board of Supervisors shall consider the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, the service reputation of the bidder, and other information and data required to prove his responsibility. When the County is required to pay shipping charges for an item or items, said charges shall be considered a part of the bid price in determining the lowest responsible bid.
 - b. Local Bidder Preference shall not apply to this contract.

Attachment: MCRD Gas and Diesel Draft Agreement (Fuel Bid 2021 - Gasoline & Diesel)

- c. If more than one bid is for the same total amount or unit price and if the public interest will not permit the delay of readvertising for bids, the Board of Supervisors may award the contract to one of the bidders by drawing lots in public.
- d. If the successful bidder does not enter into a contract within fifteen (15) days after mailing of Notice of Award of contract, he shall forfeit in cash, an amount equivalent to the amount of any surety which accompanied his bid, unless the County is responsible for the delay.

8. Pricing: Price Changes

- a. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based solely on the change in the "daily average" price listed for the designated city (Chico, California), as reported each Thursday in the publication, Oil Price Information Service (OPIS). The Thursday price will be used for the weekly price beginning the following Monday. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified will be reason to find their bid non-responsive. **It will be the successful bidders responsibility to furnish the Modoc County Road Department with Thursday's Oil Price Information Service (OPIS) Publication.**
- b. Average prices for Chico, California have been computed based solely on rack and reseller prices exclusive of freight, taxes, car costs and special discounts. It shall be changes in these average prices for the designated city which shall be used to adjust contract prices.
- c. Any upward or downward change in the average price for the designated city as published in each OPIS publication, will be added to or subtracted from the contract price. The effective date of the price change will be on the Monday following the Thursday of the OPIS publication which reflects the change in the daily average price.
- d. The average price of "Diesel Carb No. 2" shall be used to reference changes in contract prices for diesel fuel. The average price for "Unl." shall be used to reference changes in contract prices for unleaded gasoline.
- e. It is understood and agreed that company names and prices can be removed from and added to the OPIS publication by the publishing company without affecting the procedure for price computation.
- f. If it appears that an error has occurred in the OPIS issue, the vendor shall contact the publisher for clarification.
- g. If it is discovered, after the fact, that an OPIS publication used to adjust prices was in error, corrections will be made subject to the following conditions:
 - 1) The error is detected and sufficient data is available to make corrections within 30 calendar days after the effective date of the Price Agreement Change Note reflecting the erroneous pricing information, and;
 - 2) The amount necessary to make the correcting adjustment, plus or minus, must be one half cent per gallon or more.
- h. Approved contract price changes or other amendments to the contract shall be verified and agreed to by Modoc County.

- i. No price increase shall be applied to a late delivery, if the increase resulted from the delivery not being made within the time frame established by this contract.
- j. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to Modoc County, or result in prices which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, Modoc County reserves the sole right to cancel this contract upon giving the Contractor ten (10) days notice. Modoc County shall not be responsible for any costs or lost profits resulting from such contract cancellation.

9. Changes

Modoc County reserves the right to extend the term of this agreement for one additional year, through calendar year 2024. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the resulting contract will be effective without the consent and approval of the Buyer.

10. Specifications

All bulk fuels supplied through this contract must comply with applicable and government standards and specifications, including the following:

Unleaded Gasoline, 87 Octane, min.

Diesel Fuel Carb No 2 ASTM - D975 (most recent issue) winterized in accordance with requirements listed below.

Winterization Requirements: Diesel fuel shall be winterized for the months of October through March to a cloud point not higher than 6 degrees C above the tenth percentile minimum ambient temperature for the area in which the fuel is delivered (See ASTM-D 975 Appendix X2). Contractor must notify Modoc County Road Department as reasonably in advance as possible for the date and degree of standard winterization provided. Additional winterization, if required by ordering agency, will be subject to the Contractor's standard extra cost upcharge.

- 11. SUPPLIER further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County. Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.
- 12. The County reserves the right to increase or decrease quantities, to reject any and all bids and to waive informalities and minor irregularities in bids.

EXCLUDE ALL TAXES

COUNTY OF MODOC
REQUEST FOR BIDS
FOR UNLEADED GASOLINE AND DIESEL CARB #2

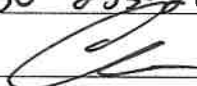
ENTER GRAND TOTAL OF ALL PRODUCTS IN THIS SPACE.

GRAND TOTAL
(all products)

\$ 679,384.20

The OPIS date used for calculation will be October 21, 2021.
(For comparison purposes)

I, the undersigned, upon signing this contract, guarantee that I will furnish all fuels required by the County during the term of the contract.

NAME OF BIDDER: Ed Staub & Son's
ADDRESS: 406 W. 8th St Alturas Ca 96101
PHONE NUMBER: 530-233-2610 FAX NUMBER: _____
SIGNED (OWNER):  Chase Farmer
TITLE: Plant Manager
DATED: 10-21-21

Attachment: MCRD Gas and Diesel Draft Agreement (Fuel Bid 2021 - Gasoline & Diesel)

**COUNTY OF MODOC
REQUEST FOR BIDS**

Page 1 of 2

Bid For: **Unleaded Gasoline**

Date: 10-21-21

Date of Bid: October 28, 2021

Time of Opening: 3:00 P.M.

Mail Bids To: Modoc County Road Department
202 West Fourth Street
Alturas California 96101

Instructions: Bidder must submit prices on all items and at all delivery points.

Designated City for Price Adjustments:
Quantities given in:
Type of Fuel:

Chico, CA
Gallons
Unleaded Gasoline

Delivery Point	Quantity	Posted Price Dollars/Gallon	Dollars Extension
Alturas*	42,000	\$ 3.4722	\$ 145,832.40
Cedarville	12,000	\$ 3.5008	\$ 42,009.60
Lookout/Adin	12,000	\$ 3.4398	\$ 41,277.60
Newell	9,000	\$ 3.4722	\$ 31,249.80
Davis Creek	9,000	\$ 3.4922	\$ 31,429.80
TOTAL			\$ 291,799.20

Charge for additional or damaged cards \$ 0 /card (Price not to be included in Grand Total)

*Bidder must have a card lock system

Attachment: MCRD Gas and Diesel Draft Agreement (Fuel Bid 2021 - Gasoline & Diesel)

**COUNTY OF MODOC
REQUEST FOR BIDS**

Page 2 of 2

Bid For: **Diesel Carb #2**

Date: 10-21-21

Date of Bid: October 28, 2021

Time of Opening: 3:00 P.M.

Mail Bids To: Modoc County Road Department
202 West Fourth Street
Alturas California 96101

Instructions: Bidder must submit prices on all items and at all delivery points.

Designated City for Price Adjustments:
Quantities given in:
Type of Fuel:

Chico, CA Gallons Diesel "Carb No. 2"

Delivery Point	Quantity	Posted Price Dollars/Gallon	Dollars Extension
Alturas*	45,000	\$ 3.4912	\$ 157,104 ⁰⁰
Cedarville	18,000	\$ 3.5096	\$ 63,176.40
Lookout	15,000	\$ 3.4530	\$ 51,795 ⁰⁰
Newell	18,000	\$ 3.4912	\$ 62,841.60
Davis Creek	15,000	\$ 3.5112	\$ 52,668 ⁰⁰
TOTAL			\$ 387,585

*Bidder must have a card lock system

Attachment: MCRD Gas and Diesel Draft Agreement (Fuel Bid 2021 - Gasoline & Diesel)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Mitch Crosby, Road/Airport**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to award the 2022, 2023, 2024 calendar year kerosene bid and authorize the Chair of the Board to sign the contract.

The current contract to supply the County with kerosene is due to expire at the end of December 2021. The County, through the Road Department, advertised for bids to supply kerosene for a period of three years. Execution of this new contract will make the purchase of kerosene available to all County departments through December 31, 2024. The low bidder for this contract was Ed Staub & Sons Petroleum..

Budget Affected: No

Clerk's Instructions:

Modoc County advertised and received written, sealed bids.

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/1/2021

Phone Number: (530) 233-6412

Email: MitchCrosby@co.modoc.ca.us

Agenda Item Number: 3.d

Prepared By: Jim Richardson

Checked By: *Mitch Crosby*

State of California
County of Modoc
Road Department

BID SUMMARY

Project: 2022, 2023 & 2024 Bids for Kerosene-Heating Fuel #1
Federal Project No.
Contract No.

Opening Date: October 28, 2021

3:00 PM

Item No.	Unit (Gal)	Quantity	Description	Engineers Estimate		Ed Staub & Sons (Low Bid)		Harbert Oil (2nd Low)		(3rd Low)		(4th Low)		(5th Low)		(6th Low)		Average Total Price	Average Unit Price	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		Unit Price	Total Price
1			Kerosene Heating Fuel #1		0.00															
2	Gal	4,000	Alturas			3,0632	12,252.80	3,3850	13,540.00									12,896.40		
3																				
4																				
5																				
6																				
7																				
8																				
9																				
10																				
11																				
12																				
13																				
14																				
15																				
16																				
17																				
18																				
19																				
20																				
21																				
22																				
23																				
24																				
25																				
26																				
BID TOTAL					0.00		12,252.80		13,540.00		0.00		0.00		0.00		0.00			

**AGREEMENT FOR SUPPLYING COUNTY OF MODOC
WITH KEROSENE-HEATING FUEL # 1 PRODUCT FOR 2022, 2023 & 2024**

THIS AGREEMENT made this 1st day of January, 2022, by and between the County of Modoc, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Ed Staub and Sons Petroleum, Inc., hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, COUNTY has requested quotations for the furnishing of Kerosene-Heating Fuel # 1 product; and WHEREAS SUPPLIER has submitted a proposal in response to the COUNTY'S request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SUPPLIER agrees to furnish the COUNTY with certain products outlined in COUNTY'S "Instructions To Bidders for the 2022, 2023 & 2024 Kerosene-Heating Fuel # 1 Bid" dated for receipt on October 28, 2021.
2. Kerosene-Heating Fuel # 1 product delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for the 2022, 2023 & 2024 Kerosene-Heating Fuel" Bid Sheet which is attached as Exhibit 1 and by reference hereto is incorporated herein, and the material specifications contained in the "Instructions To Bidders for the 2022, 2023 & 2024 Kerosene-Heating Fuel # 1 Bid." Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract as set forth in the "Instructions To Bidders for the 2022, 2023 & 2024 Kerosene-Heating Fuel # 1 Bid."
3. For Bulk fuel deliveries, all COUNTY tanks shall be maintained on a "keep full" basis as set out in the bid specifications. Tanks will be considered empty when they are down to 20% of their respective capacities. Fuel reserves in all tanks will be determined by site gauge measurement. SUPPLIER'S failure to provide fuel as set forth in this Agreement shall be deemed a material breach of this Agreement and of the COUNTY kerosene bid. Further, failure to provide products as set forth in said "Instruction to Bidders - Bid for Kerosene-Heating Fuel # 1" shall give cause to COUNTY to immediately terminate this Agreement.
4. To the extent possible, SUPPLIER shall make fuel deliveries during working days and when COUNTY personnel are present. COUNTY may provide 24-hour access to the County facilities and maintenance yards by means of like-keyed padlocks on each gate or tank lid
5. All tanks receiving fuel shall be measured before and after the delivery. The two volumes, as well as amount delivered, shall be noted on the delivery ticket. A copy of the notice, with price of the delivery, date, and time, shall be left at the yard. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes and to start computation of billing periods. Bills submitted shall include the Purchase Order number for the corresponding delivery. Payment will be monthly according to the schedule established by the Auditor's Office.
6. All bulk fuel tanks provided by SUPPLIER shall be maintained, in good working condition, by SUPPLIER.
7. It is understood by the parties and agreed that COUNTY, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of SUPPLIER while engaged in complying with any of the terms of this Agreement. SUPPLIER agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of SUPPLIERS.
8. SUPPLIER further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County.

Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.

9. This Agreement shall cover the period of January 1, 2022 or the Award date which ever is later, through December 31, 2024.

10. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.

11. The documents comprising the Agreement include the "Instruction to Bidders for the 2022, 2023 & 2024 Kerosene-Heating Fuel # 1 Bid" and "Request for Bids for Kerosene-Heating Fuel # 1," Bid Sheet documents furnished by SUPPLIER dated October 28, 2021.

12. In the event that SUPPLIER subcontracts for delivery, all payments will be made directly to SUPPLIER.

13. COUNTY reserves the right to limit quantities at specified delivery points upon notice to SUPPLIER by COUNTY.

14. Failure to comply with any of the provisions of this Agreement on part of SUPPLIER may result, at County's direction, in an immediate termination of the agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

BY: _____
SUPPLIER SIGNATURE

BY: _____
NED COE,
Chair of the Board

PRINT SUPPLIER NAME

APPROVED AS TO FORM:

Margaret Long, County Counsel

Attachment: MCRD Kerosene Draft Agreement (Fuel Bid 2021 - Kerosene)

COUNTY OF MODOC
INSTRUCTIONS TO BIDDERS FOR THE 2022, 2023 & 2024
KEROSENE-HEATING FUEL # 1 BID

1. The vendor must submit bids on the attached forms.
2. Vendor must submit prices on all items and on all delivery points, in order to have bid considered.
3. **Bids must be submitted in sealed envelopes plainly marked "KEROSENE-HEATING FUEL #1 BIDS FOR CALENDAR YEAR 2022, 2023 & 2024" and must be received at the office of the Modoc County Road Department, 202 West Fourth Street, Alturas, California 96101 by 3:00 P.M. on October 28, 2021, at which time they will be publicly opened and read in the Conference Room of said building.**
4. Successful bidder shall agree to make deliveries of Kerosene-Heating Fuel # 1 to the various delivery points listed on the bid form, and to incidental points as requested by the Road Department or other County Agency. It is the vendor's responsibility to obtain a Purchase Order number from the requesting County department prior to delivery of kerosene.
5. Posted unit prices (dollars per gallon) for each bid item shall be inserted in ink or typewritten. Unit price shall include all costs of packing and of transportation, exclusive of all taxes, to the delivery point or points shown, unless otherwise specified. A total price shall also be entered in the "extension" column. In case of error in extension of price, the unit price will govern. The extension column is for comparison purposes only.
6. Award shall be made to the lowest responsible bidder with the lowest total bid for Kerosene-Heating Fuel # 1 product, using the approximate annual consumption figures which are shown on the bid form.
 - a. In determining the lowest responsible bidder, the Board of Supervisors shall consider the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, the service reputation of the bidder, and other information and data required to prove his responsibility. When the County is required to pay shipping charges for an item or items, said charges shall be considered a part of the bid price in determining the lowest responsible bid.
 - b. No Local Bidder Preference shall apply to this contract.
 - c. If more than one bid is for the same total amount or unit price and if the public interest will not permit the delay of readvertising for bids, the Board of Supervisors may award the contract to one of the bidders by drawing lots in public.
 - d. If the successful bidder does not enter into a contract within fifteen (15) days after mailing of Notice of Award of contract, he shall forfeit in cash, an amount equivalent to the amount of any surety which accompanied his bid, unless the County is responsible for the delay.

Attachment: MCRD Kerosene Draft Agreement (Fuel Bid 2021 - Kerosene)

7. Pricing: Price Changes

- a. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based solely on the change in the price from the preferred provider, which combined with transportation and markup, creates the "Alturas Route Pricing."
- b. For bid purposes, bidder should submit a total price for their Alturas Route Pricing for the specified day. The bidder is free to choose their supplying company.
- c. During the course of the contract, the supplying company will provide a report of their preferred provider of kerosene detailing any changes in price, upon request from the Modoc County Road Department. During the course of the contract, the weekly price will be established on Thursday, and will become effective the following Monday. **It will be the successful bidders responsibility to furnish the Modoc County Road Department with Thursday's preferred provider price evidence upon request.**
- d. Any upward or downward change in the preferred provider price will be added to or subtracted from the contract price. The effective date of the price change will be on the Monday following the Thursday that prices are established.
- e. The average price of "Kerosene-Heating Fuel #1" shall be used to reference changes in contract prices for kerosene heating oil.
- f. Approved contract price changes or other amendments to the contract shall be verified and approved by Modoc County.
- i. No price increase shall be applied to a late delivery, if the increase resulted from the delivery not being made within the time frame established by this contract.
- j. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to Modoc County, or result in prices which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, Modoc County reserves the sole right to cancel this contract upon giving the Contractor ten (10) days notice. Modoc County shall not be responsible for any costs or lost profits resulting from such contract cancellation.

8. Changes

- a. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the resulting contract will be effective without the consent and approval of the Buyer.

9. Specifications

- a. All bulk fuel supplies through this contract must comply with applicable and government standards and specifications.
- b. All bulk fuel tanks furnished by the Vendor will meet standard specifications and be maintained by Vendor.
- c. The County reserves the right to increase or decrease quantities, to reject any and all bids and to waive informalities and minor irregularities in bids.

10. SUPPLIER further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County. Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.

EXCLUDE ALL TAXES

Attachment: MCRD Kerosene Draft Agreement (Fuel Bid 2021 - Kerosene)

COUNTY OF MODOC
REQUEST FOR BIDS
FOR KEROSENE-HEATING FUEL # 1

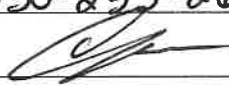
ENTER GRAND TOTAL OF ALL PRODUCTS IN THIS SPACE.

GRAND TOTAL
(all products)

\$ 12,252.80

The date used for calculation is October 21, 2021.
(For comparison purposes)

I, the undersigned, upon signing this contract, guarantee that I will furnish all fuels required by the County during the term of the contract.

NAME OF BIDDER: Ed Staub & Sons
ADDRESS: 406 W. 8th St Alturas Ca 96101
PHONE NUMBER: 530-233-2610 FAX NUMBER: _____
SIGNED (OWNER):  Chase Farmer
TITLE: Plant Manager
DATED: 10-21-21

Attachment: MCRD Kerosene Draft Agreement (Fuel Bid 2021 - Kerosene)

COUNTY OF MODOC
REQUEST FOR BIDS

Bid For: Kerosene-Heating Fuel # 1

Date: 10-21-21

Date of Bid: October 28, 2021

Time of Opening: 3:00 P.M.

Mail Bids To: Modoc County Road and Public Works
 202 West 4th Street
 Alturas California 96101

Instructions: Bidder must submit prices on all items and at all delivery points.

Quantities given in:
 Type of Fuel:

Gallons
 Kerosene-Heating Fuel # 1

Delivery Point	Quantity	Posted Price Dollars/Gallon	Dollars Extension
Alturas Area*	4,000	\$ 3.0632	\$ 12,252.80
TOTAL			\$ 12,252.80

*Includes the Memorial Park, Museum facilities, Auditors office, Public Works Shop and any other County Department as applicable within the Alturas Area.

Attachment: MCRD Kerosene Draft Agreement (Fuel Bid 2021 - Kerosene)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Mitch Crosby, Road/Airport**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to award the 2022, 2023, 2024 calendar year propane bid and authorize the Chair of the Board to sign the contract.

The current contract to supply the County with propane is due to expire at the end of December 2021. The County, through the Road Department, advertised for bids to supply propane for a period of three years. Execution of this new contract will make the purchase of propane available to all County departments through December 31, 2024. The low bidder for this contract was Ed Staub & Sons Petroleum.

Budget Affected: No

Clerk's Instructions:

Modoc County advertised and received written, sealed bids.

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/1/2021

Phone Number: (530) 233-6412

Email: MitchCrosby@co.modoc.ca.us

Agenda Item Number: 3.e

Prepared By: Jim Richardson

Checked By: Mitch Crosby

State of California
County of Modoc
Road Department

BID SUMMARY

Project: 2022, 2023 & 2024 Propane
Federal Project No.
Contract No.

Opening Date: October 28, 2021

3:00 P.M.

Item No.	Unit (Gal)	Quantity	Description	Engineers Estimate		Ed Staub & Sons (Low Bid)		(2nd Low)		(3rd Low)		(4th Low)		(5th Low)		(6th Low)		Average	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1			Propane (Schedule 1)																
2	Gal	3,000	Adin		0.00	2.1680	6,504.00		0.00									2.1680	3,252.00
3	Gal	2,000	Lookout		0.00	2.1680	4,336.00		0.00									2.1680	2,168.00
4	Gal	2,000	Newell		0.00	2.1680	4,336.00		0.00									2.1680	2,168.00
5			Subtotal		0.00		15,176.00		0.00										
6																			
7			Tank Rental																
8		1	Adin		0.00	1.0000	1.00		0.00										0.50
9		0	Newell		0.00		0.00		0.00										
10			Subtotal		0.00		1.00		0.00										
11			Propane (Schedule 2)																
12	Gal	20,000	Alturas		0.00	2.1680	43,360.00		0.00									2.1680	21,680.00
13	Gal	3,500	Cedarville		0.00	2.1680	7,588.00		0.00									2.1680	3,794.00
14	Gal	2,750	Davis Creek		0.00	2.1680	5,962.00		0.00									2.1680	2,981.00
15			Subtotal		0.00		56,910.00		0.00										28,455.00
16																			
17			Tank Rental																
18		1	Fourth Street Office		0.00	1.0000	1.00		0.00										0.50
19		1	Third St. Shop		0.00	1.0000	1.00		0.00										0.50
20		1	Detention Facility		0.00	1.0000	1.00		0.00										0.50
21		2	Health Services		0.00	1.0000	2.00		0.00										1.00
22		1	Cedarville Shop		0.00	1.0000	1.00		0.00										0.50
23		1	Davis Creek Shop		0.00	1.0000	1.00		0.00										0.50
24			Subtotal		0.00		7.00		0.00										3.50
Bid Total Schedule 1					0.00		15,177.00		0.00		0.00		0.00		0.00				0.00
Bid Total Schedule 2					0.00		56,917.00		0.00		0.00		0.00		0.00				0.00

**AGREEMENT FOR SUPPLYING COUNTY OF MODOC
WITH PROPANE PRODUCTS FOR 2022, 2023 & 2024**

THIS AGREEMENT made this 1st day of January, 2022, by and between the County of Modoc, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Ed Staub & Sons Petroleum, Inc., hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, COUNTY has requested quotations for the furnishing PROPANE product; and WHEREAS SUPPLIER has submitted a proposal in response to the COUNTY'S request.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SUPPLIER agrees to furnish the COUNTY with certain products outlined in COUNTY'S "Instructions To Bidders -for the 2022, 2023 & 2024 Propane Bid" dated for receipt on October 28, 2021.
2. Various propane products delivered to COUNTY under this Agreement shall conform to the specifications outlined in the "Request for Bids for the 2022, 2023 & 2024 Propane Bid", for schedule(s) circled: (1) (2) Bid Sheet(s) which are attached as Exhibit 1 and by reference hereto is incorporated herein, and the material specifications contained in the "Instructions To Bidders for the 2022, 2023 & 2024 Propane Bid."
3. Propane prices for the products listed in the "Request for Bids" will be on a weekly basis as identified in the Report of the Butane-Propane News, Inc. weekly propane newsletter provided by the SUPPLIER and based on the Targa, in the San Francisco, CA area. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract as set forth in the "Instructions to Bidders-Bid for the 2022, 2023 & 2024 Propane Bid."
4. For bulk fuel deliveries, all COUNTY tanks shall be maintained on a "keep full" basis as set out in the bid specifications. Tanks will be considered empty when they are down to 20% of their respective capacities. Fuel reserves in all tanks will be determined by site gauge measurement. SUPPLIER'S failure to provide fuel as set forth in this Agreement shall be deemed a material breach of this Agreement and of the COUNTY propane bid. Further, failure to provide fuel as set forth in said "Instruction to Bidders for the 2022, 2023 & 2024 Propane Bid," shall give cause to COUNTY to immediately terminate this Agreement.
5. To the extent possible, SUPPLIER shall make fuel deliveries during working days and when COUNTY personnel are present. COUNTY may provide 24-hour access to the Department maintenance yards by means of like-keyed padlocks on each gate or tank lid.
6. All tanks receiving fuel shall be measured before and after the delivery. The two volumes, as well as amount delivered, shall be noted on the delivery ticket. A copy of the notice, with price of the delivery, date, and time, shall be left at the yard. The original delivery receipt shall be submitted to the appropriate COUNTY department for billing purposes and to start computation of billing periods. Bills submitted shall include the purchase order number for the corresponding delivery. Payment will be monthly according to the schedule established by the Auditor's Office. All bulk propane tanks provided by the SUPPLIER shall be maintained, in good working condition, by the SUPPLIER.
7. It is understood by the parties and agreed that COUNTY, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to person or property resulting from the operations or activities of SUPPLIER while engaged in complying with any of the terms of this Agreement. SUPPLIER agrees to indemnify and hold harmless COUNTY its officers, agents, and employees, from any injury to persons or property resulting from the activities of SUPPLIERS.
8. SUPPLIER further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County.

Attachment: MCRD Propane Draft Agreement (Fuel Bid 2021 - Propane)

Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.

9. This Agreement shall cover the period of January 1, 2022, or Date of Award, which ever is later, through December 31, 2024.
10. This Agreement constitutes the sole and entire Agreement between the parties. Any modification or change shall be duly executed in writing by mutual consent of both parties.
11. The documents comprising the Agreement include the "Instructions to Bidders For 2022, 2023 & 2024 Propane Bid" and "Request for Bids for Propane" with appropriate schedule(s) bid documents furnished by SUPPLIER dated October 28, 2021.
12. COUNTY reserves the right to limit quantities at specified delivery points upon notice to SUPPLIER by COUNTY.
13. Failure to comply with any of the provisions of this Agreement on part of SUPPLIER may result, at County's direction, in an immediate termination of the agreement.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date first above written.

BY: _____
SUPPLIER SIGNATURE

BY: _____
NED COE,
CHAIR OF THE BOARD

PRINT SUPPLIER NAME

APPROVED AS TO FORM:

MARGARET LONG, COUNTY COUNSEL

Attachment: MCRD Propane Draft Agreement (Fuel Bid 2021 - Propane)

COUNTY OF MODOC

INSTRUCTIONS TO BIDDERS FOR THE 2022, 2023 & 2024

PROPANE BID

1. The vendor must submit bids on the attached forms.
2. Vendor must submit prices on all items in each Schedule and on all delivery points. Separate award shall be made for each of the two schedules.
3. **Bids must be submitted in sealed envelopes plainly marked "PROPANE BIDS FOR CALENDAR YEAR 2022, 2023 & 2024" and must be received at the office of the Modoc County Road Department, 202 West Fourth Street, Alturas, California 96101 by 3:00 P.M. on October 28, 2021, at which time they will be publicly opened and read in the Conference Room of said building.**
4. Successful bidder shall agree to make deliveries of bulk propane to the various delivery points listed on the bid form, and to incidental points as requested by the Road Department or other County Agency. It is the vendor's responsibility to obtain a Purchase Order number from the requesting County department prior to the delivery of propane.
5. Posted unit prices (dollars per gallon) for each bid item shall be inserted in ink or typewritten. Unit price shall include all costs of packing and of transportation, exclusive of all taxes, to the delivery point or points shown, unless otherwise specified. A total price shall also be entered in the "extension" column. In case of error in extension of price, the unit price will govern. The extension column is for comparison purposes only.
6. Award shall be made to the lowest responsible bidder with the lowest total bid of all products for each schedule (propane and storage tanks), using the approximate annual consumption figures which are shown on the bid form.
 - a. In determining the lowest responsible bidder, the Board of Supervisors shall consider the quality offered and its conformity with the specifications, the delivery and discount terms and conditions of the bid, the service reputation of the bidder, and other information and data required to prove his responsibility. When the County is required to pay shipping charges for an item or items, said charges shall be considered a part of the bid price in determining the lowest responsible bid.
 - b. No Local Bidder Preference shall apply to this contract.
 - c. If more than one bid is for the same total amount or unit price and if the public interest will not permit the delay of readvertising for bids, the Board of Supervisors may award the contract to one of the bidders by drawing lots in public.
 - d. If the successful bidder does not enter into a contract within fifteen (15) days after mailing of Notice of Award of contract, he shall forfeit in cash, an amount equivalent to the amount of any surety which accompanied his bid, unless the County is responsible for the delay.

Attachment: MCRD Propane Draft Agreement (Fuel Bid 2021 - Propane)

7. Pricing: Price Changes

- a. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based solely on the change in the "average" price listed for Targa for the designated city (San Francisco, California), as reported in the weekly publication, Butane-Propane News (BPN's) Weekly Propane Newsletter. This publication is published weekly on Thursdays by Butane-Propane News, Inc., 338 East Foothill Blvd., P.O. Box 660698, Arcadia, CA 91006, (telephone number 626/357-2168). No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept BPN's Weekly Newsletter for contract price adjustments as specified will be reason to find their bid non-responsive. **It will be the successful bidders' responsibility to furnish the Modoc County Road Department with the BPN's Weekly Propane Newsletter.**
- b. Average prices for Targa for the designated city (San Francisco, California) have been computed based solely on rack and reseller prices exclusive of freight, taxes and special discounts. It shall be changes in these average prices for the designated city which shall be used to adjust contract prices.
- c. Any upward or downward change in the average price for the designated city as published in each BPN's Weekly Propane Newsletter publication will be added to or subtracted from the contract price. The effective date of the price change will be on the Monday following the date of the BPN's Weekly Propane Newsletter publication which reflects the change in the average price.
- d. The first price adjustment shall be based on the difference in the average prices for the designated city from the BPN's Weekly Propane Newsletter publication. Thereafter, any upward or downward change in average prices will be added to or subtracted from bid prices with the effective date of such change to be on the following Monday.
- e. The average price of "Propane" shall be used to reference changes in contract prices for propane.
- f. It is understood and agreed that company names and prices can be removed from and added to the BPN's Weekly Propane Newsletter publication by the publishing company without affecting the procedure for price computation.
- g. If it appears that an error has occurred in the BPN's Weekly Propane Newsletter issue, the vendor shall contact the publisher for clarification.
- h. If it is discovered, after the fact, that a BPN's Weekly Propane Newsletter publication used to adjust prices was in error, corrections will be made subject to the following conditions:
 - 1) The error is detected and sufficient data is available to make corrections within 30 calendar days after the effective date of the Price Agreement Change Note reflecting the erroneous pricing information, and;
 - 2) The amount necessary to make the correcting adjustment, plus or minus, must be one half cent per gallon or more.
- i. Approved contract price changes or other amendments to the contract shall be verified and agreed to by Modoc County.

- j. No price increase shall be applied to a late delivery, if the increase resulted from the delivery not being made within the time frame established by this contract.
- k. Notwithstanding the above, should the price structure become unworkable, detrimental or injurious to Modoc County, or result in prices which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, Modoc County reserves the sole right to cancel this contract upon giving the Contractor ten (10) days notice. Modoc County shall not be responsible for any costs or lost profits resulting from such contract cancellation.

8. Changes

- a. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the resulting contract will be effective without the consent and approval of the Buyer.

9. Specifications

- a. All bulk fuel propane through this contract must comply with applicable and government standards and specifications.
 - b. All bulk fuel tanks furnished by the Vendor will meet standard specifications and be maintained by Vendor.
 - c. The County reserves the right to increase or decrease quantities, to reject any and all bids and to waive informalities and minor irregularities in bids.
10. Supplier further agrees to maintain in force at all times during the performance of this Agreement, at its own expense, with responsible companies authorized to do business in the State of California, without limiting SUPPLIER'S indemnification, the following policy or policies of insurance covering its operation for professional and premises liability \$2,000,000.00 minimum. It is agreed that the County is added as an additional insured in respect to the operation of the named insured under the contract with the County. It is further agreed that any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by SUPPLIER'S policy. This insurance shall not be canceled, limited, or non-renewed until after thirty days written notice has been given to the County. Certificates of insurance evidencing the coverage required by the clauses set forth above, shall be filed with the County prior to SUPPLIER commencing work under this Agreement.

EXCLUDE ALL TAXES

COUNTY OF MODOC
REQUEST FOR BIDS
FOR PROPANE

ENTER GRAND TOTAL FOR SCHEDULE 1 IN THIS SPACE

SCHEDULE 1 TOTAL
 (Bulk fuel and tank rental)

\$ 15,177⁰⁰

ENTER GRAND TOTAL FOR SCHEDULE 2 IN THIS SPACE

SCHEDULE 2 TOTAL
 (Bulk fuel and tank rental)

\$56,917⁰⁰

The BPN date used for calculation is October 21, 2021.
 (For comparison purposes)

I, the undersigned, upon signing this contract, guarantee that I will furnish all fuels required by the County during the term of the contract.

NAME OF BIDDER: Ed Stank & Sons
 ADDRESS: 406 W. 8th St Alturas Ca 96101
 PHONE NUMBER: 530-233-2610 FAX NUMBER: _____
 SIGNED (OWNER):  Chase Farmer
 TITLE: Plant Manager
 DATED: 10-21-21

Attachment: MCRD Propane Draft Agreement (Fuel Bid 2021 - Propane)

SCHEDULE 1**WESTERN LOCATIONS**

(Adin, Lookout, and Newell Districts)

Bids For: 2022, 2023 & 2024 Bulk Propane and Bulk Tanks Rental

Date 10-21-21

Date of Bid: October 28, 2021

Time of Opening: 3:00 P.M.

Mail Bids To: Modoc County Road Department
 202 West 4th Street
 Alturas California 96101

Instructions: Bidder must submit prices on all items in each Schedule and on all delivery points.
 Separate award shall be made for each of the two schedules.

Designated City for Price Adj.
 Quantities given in:
 Type of Fuel:

San Francisco, CA (Targa)
 Gallons
 Propane

Delivery Point	Quantity	Posted Price Dollars/Gallon	Dollars Extension
Adin	3,000	\$ 2.1680	\$ 6,504 ⁰⁰
Lookout	2,000	\$ 2.1680	\$ 4,336 ⁰⁰
Newell	2,000	\$ 2.1680	\$ 4,336 ⁰⁰
Subtotal For Bulk Propane			\$ 15,176 ⁰⁰

Quantities given in:
 Per location:

WC Bulk propane tanks
 Per location specified sizes

Tank Services/Location	Existing Tank Size	County Owned Yes/No	Bid Amount Annual Rent
Adin Community Center	500	No	\$ 1 ⁰⁰
Lookout Shop	1000	Yes	N/A
Newell Shop	1000	Yes	N/A
Subtotal For Tank Rental			\$ 1 ⁰⁰

Attachment: MCRD Propane Draft Agreement (Fuel Bid 2021 - Propane)

SCHEDULE 2**EASTERN/CENTRAL LOCATIONS**

(Alturas, Davis Creek, and Surprise Valley Districts)

Bids For: 2022, 2023 & 2024 Bulk Propane and Bulk Tank Rental

Date: 10-21-21

Date of Bid: October 28, 2021

Time of Opening: 3:00 P.M.

Mail Bids To: Modoc County Road Department
 202 West 4th Street
 Alturas California 96101

Instructions: Bidder must submit prices on all items in each Schedule and on all delivery points.
 Separate award shall be made for each of the two schedules.

Designated City for Price Adj.
 Quantities given in:
 Type of Fuel:

San Francisco, CA (Targa)
 Gallons
 Propane

Delivery Point	Quantity	Posted Price Dollars/Gallon	Dollars Extension
Alturas Area	20,000	\$ 2.1690	\$ 43,360.00
Cedarville	3,500	\$ 2.1690	\$ 7,591.50
Davis Creek	2,750	\$ 2.1690	\$ 5,962.75
Subtotal For Bulk Propane			\$ 56,914.25

Quantities given in:
 Per location:

WC Bulk propane tanks
 Per location specified sizes

Tank Services/Location	Existing Tank Size	County Owned Yes/No	Bid Amount Annual Rent
Fourth St. Office	100	No	\$ 1.00
Third St. Shop	288	No	\$ 1.00
Detention Facility	1,000	No	\$ 1.00
Health Services	2 at 499 ea.	No	\$ 1.00 Each
Alturas Shop	2 at 499 ea	Yes	N/A
Cedarville Shop	499	No	\$ 1.00
Davis Creek Shop	499	No	\$ 1.00
Cedarville Library	287	Yes	N/A
Subtotal For Tank Rental			\$ 7.00

Attachment: MCRD Propane Draft Agreement (Fuel Bid 2021 - Propane)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Kristen DePaul, Assessor**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign a contract between the County of Modoc and Chicago Title for access to Recorder data via SouthTech Systems, Inc., effective November 9th, 2021.

Request authorization to enter into contract with said agency to provide access to Recorder data and charge agency a monthly fee to cover the cost of providing this access.

Budget Affected: No

Financial Impact:

None. Fees collected will be used solely to offset the cost of SouthTech's yearly maintenance fee which is paid from a restricted fundt.

Clerk's Instructions:

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: (530) 233-6220

Email: KristenDePaul@co.modoc.ca.us

Agenda Item Number: 4.a

AGREEMENT

This Agreement is entered into between Modoc County, by and through the Modoc County Recorder's Office hereinafter referred to as "County", 204 S. Court St., Rms. 106 Alturas, California 96101-4064, and Chicago Title, 2940 Riverside Dr., Ste B. Susanville, CA 96130, hereinafter referred to as "Agency".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. County agrees to contract with SouthTech Systems for their recording program, and make recording information available to Agency. County agrees to provide a user identification and password to allow agency access to the program.
2. Agency shall pay a monthly fee of \$500 for access to SouthTech Systems' recording program to aid in covering the cost to the County of providing information.
3. Agency agrees to use information **for internal purposes only** and not to sell or give reproductions of information, images or documents obtained through page to a third party.
4. Agency agrees to protect their user identification and password provided by county from unauthorized use.
5. This agreement is effective November 9th, 2021.
6. Either party may terminate agreement at any time, with one day notice.

Dated: _____

Dated: _____

Ned Coe
Modoc County Board of Supervisors

Lori Galvin, Agency Representative

Kristen D. DePaul
Modoc County Assessor/Recorder

Margaret Long
Modoc County Counsel

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Stacy Sphar, Health Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to purchase for Modoc Medical Center one (1) BD Max with 1 year enhanced clinical warranty and service from BD not to exceed \$84,673.88 per county purchasing code 3.24.06.

ELC Enhancing detection funds will be used to fund the purchase. Per county code 3.24.06, exemption from competitive bidding, (2) the unique nature of the goods or services precludes competitive bidding. Per Modoc Medical Centers laboratory manager this is the only benchtop sample-to-answer PCR analyzer for COVID that qualifies as "high-throughput" (capable of performing over 200 tests per day per CMS). Other such analyzers require 96 well plates, nucleic acid extraction instrumentation, or are large floor standing models. These are not feasible due to our limited volume, space constraints, and staffing limitations.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: (530) 233-6311

Email: stacysphar@co.modoc.ca.us

Agenda Item Number: 5.a

**MODOC COUNTY****Health Services Department, Public Health Branch**

441 North Main Street
Alturas, CA 96101
(530)233-6311 / Fax (530)233-5754

Stacy Sphar, RN, PHN, DNP
Director of Health Services

Edward P. Richert, MD
Public Health Officer/Medical Director

Tanya Schulz, RN, PHN
Branch Director

July 8, 2021

Israel J. Coria
AGPA, Epidemiology and Laboratory Capacity Unit
Emergency Preparedness Office
California Department of Public Health

Dear Mr. Coria,

Please find attached a quote for the BD Max. The analyzer would be used primarily to screen COVID-19. It is the only benchtop sample-to-answer PCR analyzer for COVID that qualifies as "high-throughput" (capable of performing over 200 tests per day per CMS). Other such analyzers require 96 well plates, nucleic acid extraction instrumentation, or are large floor standing models. These are not feasible due to our limited volume, space constraints, and staffing limitations

Please let us know as soon as possible when this item is approved.

Sincerely,

Dawn Valencia
Fiscal Officer

Attachment: BD Max Supporting Documents (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)



BD MAX BUDGETARY QUOTE

Prepared for Modoc Medical Center

Customer Information

Customer Contact: Eugene Kramer
City, State: Alturas, CA
GPO Affiliation: Premier

Quotation date: 16-Mar-21
Expiration date: 14-Jun-21

Key Contract Parameters

Contract Term (years): 5
Price Protection (months): 12
Annual Price Increase: 3%
Purchase Channel: Direct from BD

Financing Methodology

Instrument: Cash
Service: Service Contract

Instruments	SKU	Qty	Price Each	Total Price	Purchase Method
Instrument BD MAX Clinical	441916	1	\$68,000	\$68,000	Cash
Prewarm Lysis Heater	443159	1	\$0	\$0	Cash
Total				\$68,000	

Accessories	SKU	Qty	Price Each	Total Price	Purchase Method
BD Assurity Linc™	443974	1			Included

Warranty & Service	Type	Qty	Price (yr)	Total Price	Purchase Method
Instrument BD MAX Clinical	Enhanced	1	\$10,950	\$10,950	Service Contract
Total				\$10,950	

Initial Instrument Warranty (yrs):

Consumables	SKU	Unit Price	Annual Unit Volume	Kit Price	Annual Kit Volume	Annual Commitment
Kit BD MAX MRSA XT	443461	\$17.00	As needed	\$408.00	As needed	\$0
Kit BD MAX Cdiff USA	443418	\$17.00	As needed	\$408.00	As needed	\$0
Kit BD MAX CT/GC/TV	442970	\$14.50	As needed	\$348.00	As needed	\$0
Kit BD MAX Vaginal Panel	443712	\$65.00	As needed	\$1,560.00	As needed	\$0
Kit BD SARS-CoV-2	44500301	\$40.75	As needed	\$978.00	As needed	\$0
BD MAX UVE Specimen Collection Kit	443376	\$2.00	As needed	\$200.00	As needed	\$0
Cartridge BD MAX PCR 24 EA	437519	\$0.32	As needed	\$184.32	As needed	\$0
						\$0

Other important Terms that will be part of a contract resulting from this Quote;

- Payment Terms for all direct purchases from BD are net 30 days
- Shipping of direct purchases from BD is FOB Destination, Pre-pay and Add for consumables and FOB Destination, Pre-pay and Absorb for Instrumentation
- Customer may be subject to certain disclosure requirements under Section 1128B(b)(3)(A) of the Social Security Act [42 U.S.C. Sec. 1320a-7b(b)(3)(A)].
- Other Terms & Conditions as applicable; subject to BD's most current General Terms & Conditions for the type of Agreement proposed

This Quote does not constitute a contract and is intended for financial planning purposes only. All prices in this proposal are subject to approval by the BD Contracting & Pricing department and acceptance of the terms and conditions set forward in the final contract signed by both parties.

The Information disclosed in this Quote is considered confidential and intended for review by the above listed institution and BD only.

ELC grant #1

BD PRODUCT ORDER FORM

This BD Product Order Form (the "Order") is entered into by **BECTON, DICKINSON AND COMPANY**, through its **BD Diagnostics – Diagnostics Systems business unit** ("BD") and the **Customer** designated below. This Order is effective upon the Effective Date and will be in effect for the Term as set forth below. Capitalized terms not defined on this Order shall have the meanings ascribed to them in the BD Product Agreement Standard Terms and Conditions.

Customer: Modoc Medical Center	
BD Contact: Marcus Margand	
Effective Date: Signature Date	Initial Term: 60 months
GPO Affiliation (if any): Premier	Offer Expiration Date: 5/20/2021

Instrument Type: BD MAX	Warranty Period: 12 months
Purchase Method: Cash	Price Protection: Per the terms of Agreement 07092015PB
Direct or Distribution: Direct	Sales Agreement Number: 07092015PB

Attachments attached hereto and incorporated herein by reference:

BD Product Agreement Standard Terms and Conditions

BD Product Agreement Warranty and Service Terms and Conditions

1. Equipment. The Equipment covered by this Order is set forth below. All payments are to be made in accordance with and subject to the BD Product Agreement Standard Terms and Conditions.

Quantity	Catalog Number	Equipment Description	Acquisition Method
1	441916	BD MAX Instrument	\$68,000
1	443159	Prewarm Lysis Heater	Included

- **BD will provide up to \$7,500 LIS allowance.**

2. Equipment Location.

Facility Name	Modoc Medical Center
Address	1111 N. Nagle St.
City, State & Zip	Alturas, CA 96101

3. Service Plan.

- Service Plan options are available after the 12 month warranty period as per Agreement terms between Adventist Health and BD, which includes Adventist or BD Service Contract.

Attachment: BD Max Supporting Documents (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)

Exhibit H – BD Product Order Form; Adventist Health. Agreement # 07092015PB

4. Consumable Pricing.

Annual Test Amount	Monthly Target Test Amount	Catalog Number	Item Description	Case Price	Test Price
As needed	As needed	443461	Kit BD MAX MRSA XT	\$ 408.00	\$ 17.00
As needed	As needed	443418	Kit BD MAX Cdiff USA	\$ 408.00	\$ 17.00
As needed	As needed	442970	Kit BD MAX CT/GC/TV	\$ 348.00	\$ 14.50
As needed	As needed	443712	Kit BD MAX Vaginal Panel	\$ 1,560.00	\$ 65.00
As needed	As needed	44500301	Kit BD SARS-CoV-2	\$ 978.00	\$ 40.75
As needed	As needed	443376	BD MAX UVE Specimen Collection Kit	\$ 200.00	\$ 2.00
As needed	As needed	437519	Cartridge BD MAX PCR 24 EA	\$ 184.32	\$ 0.32

4.1 Purchase Requirements. During the term of this Order, Customer agrees to purchase the consumables listed above listed above at volumes equal to or exceeding the monthly target amounts set forth above (the "Consumables").

4.2 Price Protection. Prices for Consumables will remain firm per the terms of Agreement 07092015PB. After such period, prices are subject to an increase of 3% per annum to be applied to the then current contract price effective upon each anniversary of the Effective Date until the expiration of the Initial Term.

5. Purchase Compliance. Monthly amounts will not be enforced as provided in Section 5.1 below until ninety (90) days after the Installation Date of the Equipment (the "Ramp-Up Period").

5.1 Consumable purchases will be monitored during the Term by BD. On a periodic basis after the Ramp-up Period, BD will reconcile the actual purchases made by Customer to the monthly amounts in Section 4.

5.2 At any time after the end of the Ramp-Up Period, if Customer's Consumable purchases are not averaging the monthly target amounts in Section 4 over a period of three or more months (the "Compliance Period"), BD may revise the pricing applicable to the Consumables to reflect such lower volumes to ensure GPO compliance.

5.3 BD shall give Customer written notice of any adjustment under this Section 5.1 (Consumable Purchase Shortfall).

6. Termination.

6.1 This Order may be terminated by Customer at any time, without cause, for any reason upon ninety (90) days written notice to BD, subject to a cash payment by Customer in an aggregate amount equal to the purchase price under this contract for all unpurchased Consumables remaining on the Order as determined by BD per the original commitment in Section 4.1 (Purchase Requirements). Customer will be liable for all payments associated with Customer's Service Agreement through the end of the current service contract year.

6.2 Either party may terminate this Order if the other party commits a material breach of this Order and the notice of the breach is not cured within thirty (30) days after the receipt of such notice (or, if such breach, by its nature, is a curable breach that is not curable within such thirty (30) day period, in the event the breaching party does not initiate diligent efforts to cure such breach within such thirty (30) day period and thereafter diligently pursues such cure).

6.3 Upon termination of this Order for any reason, BD shall remove any and all Equipment to which BD retains title, at Customer's own expense, from Customer's facility set forth in Section 2 of the Order. Customer shall keep the Equipment in as good condition as when Customer received it, except for ordinary wear and tear.

Each party has caused this Order to be signed by an authorized representative on the date set forth below.

CUSTOMER

Agreed To By: _____

Date: _____

Print Name: _____

Print Title: _____

BD

Agreed To By: _____

Date: _____

Print Name: _____

Print Title: _____

Attachment: BD Max Supporting Documents (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)

FACT SHEET FOR HEALTHCARE PROVIDERS

Becton, Dickinson & Company (BD)
BD SARS-CoV-2/Flu for BD MAX™ System

February 10, 2021

Coronavirus
Disease 2019
(COVID-19)

This Fact Sheet informs you of the significant known and potential risks and benefits of the emergency use of the BD SARS-CoV-2/Flu for BD MAX™ System test.

The BD SARS-CoV-2/Flu for BD MAX™ System is authorized for use with nasopharyngeal and anterior nasal swab specimens collected from individuals suspected of respiratory viral infection consistent with COVID-19 by their healthcare provider. Clinical signs and symptoms of respiratory viral infection due to SARS-CoV-2 and influenza can be similar.

All patients whose specimens are tested with this assay will receive the Fact Sheet for Patients: Becton, Dickinson & Company (BD) - BD SARS-CoV-2/Flu for BD MAX™ System.

What are the symptoms of COVID-19?

Many patients with COVID-19 have developed fever and/or symptoms of acute respiratory illness (e.g., cough, dyspnea), although some individuals experience only mild symptoms or no symptoms at all. The current information available to characterize the spectrum of clinical illness associated with COVID-19 suggests that, when present, symptoms include cough, shortness of breath or dyspnea, fever, chills, myalgias, headache, sore throat, new loss of taste or smell, nausea or vomiting or diarrhea. Signs and symptoms may appear any time from 2 to 14 days after exposure to the virus, and the median time to symptom onset is approximately 5 days. For further information on the symptoms of COVID-19 please see the link provided in "Where can I go for updates and more information?" section.

Public health officials have identified cases of COVID-19 infection throughout the world, including the United States. Please check the CDC COVID-19 webpage (see link provided in "Where can I go for updates and more information?" section at the end of this document) or your local jurisdictions website for the most up to date information.

What are the signs and symptoms of influenza?

The signs and symptoms of influenza usually develop suddenly and are similar to those of COVID-19.

This test is to be performed using nasopharyngeal and anterior nasal swab specimens collected from individuals suspected of respiratory viral infection consistent with COVID-19 by their healthcare provider.

Common signs and symptoms of influenza are fever, cough, sore throat, runny/stuffy nose, body aches, headaches, and fatigue.

What do I need to know about COVID-19 testing?

Current information on COVID-19 for healthcare providers is available at CDC's webpage, *Information for Healthcare Professionals* (see links provided in "Where can I go for updates and more information" section).

- The BD SARS-CoV-2/Flu for BD MAX™ System can be used to test nasopharyngeal and anterior nasal swab specimens.
- The BD SARS-CoV-2/Flu for BD MAX™ System test can be ordered for the simultaneous detection and differentiation of nucleic acids from SARS-CoV-2, influenza A and influenza B in individuals suspected of respiratory viral infection consistent with COVID-19 by their healthcare provider.
- The BD SARS-CoV-2/Flu for BD MAX™ System is only authorized for use in laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a, that meet the requirements to perform moderate or high complexity tests.

Specimens should be collected with appropriate infection control precautions. Current guidance is available at the CDC's website (see links provided in "Where can I go for updates and more information" section).

When collecting and handling specimens from individuals suspected of being infected with COVID-19, appropriate personal protective equipment should be used as outlined in the CDC Interim Laboratory Biosafety Guidelines for Handling and Processing Specimens Associated with Coronavirus Disease 2019 (COVID-19). For additional information, refer to CDC

Report Adverse events, including problems with test performance or results, to MedWatch by submitting the online FDA Form 3500 (<https://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting.home>) or by calling 1-800-FDA-1088

FACT SHEET FOR HEALTHCARE PROVIDERS

Becton, Dickinson & Company (BD)

BD SARS-CoV-2/Flu for BD MAX™ System

February 10, 2021

Coronavirus
Disease 2019
(COVID-19)

Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens from Persons Under Investigation (PUIs) for Coronavirus Disease 2019 (COVID-19) (see links provided in "Where can I go for updates and more information?" section).

What does it mean if the specimen tests positive SARS-CoV-2, the virus that causes COVID-19?

A positive test result for COVID-19 indicates that RNA from SARS-CoV-2 was detected, and therefore the patient is infected with the virus and presumed to be contagious. Laboratory test results should always be considered in the context of clinical observations and epidemiological data (such as local prevalence rates and current outbreak/epicenter locations) in making a final diagnosis and patient management decisions. Patient management should be made by a healthcare provider and follow current CDC guidelines.

The BD SARS-CoV-2/Flu for BD MAX™ System test has been designed to minimize the likelihood of false positive test results. However, it is still possible that this test can give a false positive result, even when used in locations where the prevalence is below 5%. In the event of a false positive result, risks to patients could include the following: a recommendation for isolation of the patient, monitoring of household or other close contacts for symptoms, patient isolation that might limit contact with family or friends and may increase contact with other potentially COVID-19 patients, limits in the ability to work, delayed diagnosis and treatment for the true infection causing the symptoms, unnecessary prescription of a treatment or therapy, or other unintended adverse effects.

All laboratories using this test must follow the standard testing and reporting guidelines according to their appropriate public health authorities.

What does it mean if the specimen tests negative for SARS-CoV-2, the virus that causes COVID-19?

A negative test result for this test means that SARS-CoV-2 RNA was not present in the specimen above the limit of detection. However, a negative result does not rule out COVID-19 and should not be used as the sole basis for treatment or patient management decisions. It is possible to test a person too early or too late during

COVID-19 infection to make an accurate diagnosis via the BD SARS-CoV-2/Flu for BD MAX™ System test.

When diagnostic testing is negative, the possibility of a false negative result should be considered in the context of a patient's recent exposures and the presence of clinical signs and symptoms consistent with COVID-19. The possibility of a false negative result should especially be considered if the patient's recent exposures or clinical presentation indicate that COVID-19 is likely, and diagnostic tests for other causes of illness (e.g., other respiratory illness) are negative.

If COVID-19 is still suspected based on exposure history together with other clinical findings, re-testing with an alternative method should be considered by healthcare providers in consultation with public health authorities.

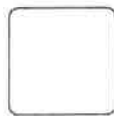
Risks to a patient of a false negative test result include: delayed or lack of supportive treatment, lack of monitoring of infected individuals and their household or other close contacts for symptoms resulting in increased risk of spread of COVID-19 within the community, or other unintended adverse events.

The performance of this test was established based on the evaluation of a limited number of clinical specimens. The clinical performance has not been established in all circulating variants but is anticipated to be reflective of the prevalent variants in circulation at the time and location of the clinical evaluation. Performance at the time of testing may vary depending on the variants circulating, including newly emerging strains of SARS-CoV-2 and their prevalence, which change over time.

What does it mean if the specimen tests positive for influenza A and/or influenza B viruses?

A positive test result for influenza A and/or influenza B virus indicates that RNA from one or more of these viruses was detected, the patient is infected with the virus(es) and is presumed to be contagious. Laboratory test results should always be considered in the context of clinical findings and observations and epidemiological data in making a final diagnosis. Patient management decisions should be made by a healthcare provider and follow current CDC guidelines. Results (positive and

Report Adverse events, including problems with test performance or results, to MedWatch by submitting the online FDA Form 3500 (https://www.accessdata.fda.gov/scripts/medwatch/index.cfm?action=reporting_home) or by calling 1-800-FDA-1088



0:00 / 0:00

How to buy

Reach out to our team for ordering information.

Contact us

CUSTOMER SERVICE

Attachment: BD Max Supporting Documents (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)

For product specifications, service, and certificate requests, please call our Customer Service team.

 Call Customer Service 800.964.5227 »

Product description

The BD MAX™ System is a fully-integrated, automated platform that performs nucleic acid extraction and real-time PCR providing results for up to 24 patient samples across multiple syndromes in approximately three hours.

BD offers a suite of clinically relevant, differentiated in vitro diagnostic assays in the areas of Women's Health and Sexually-Transmitted Infections, Enteric Infections, and Healthcare-Associated Infections. The current menu aids institutions and clinicians in addressing a wide range of complex patient cases, while the innovative pipeline plans to bring forth future assays to continue to provide comprehensive testing solutions globally. Expand your laboratory's molecular solutions with the BD MAX™ System to help your clinicians set their patients on the right clinical path.

Efficiency

Optimize workflow to improve care. Patient wait time is a source of concern. Manual methods plus multiple instruments mean a longer time for results. Delays may lead to inefficient patient management. The BD MAX™ System offers simple implementation and standardized workflow, requiring less than one minute of hands-on time per specimen.

Performance

Improve patient care with speed and accuracy. Traditional methods are slower or less sensitive, which can contribute to inappropriate or ineffective treatment and extended hospital stays for patients. The BD MAX™ System can support improved patient outcomes, reduce healthcare costs, and significantly advance antimicrobial stewardship strategies.

Versatility

One system with the ability to provide a variety of testing options for infection control, an expanding offering to keep up with emerging diagnostic requirements, and tailored options based on needs. The BD MAX™ System is capable of processing multiple specimen types and assays in a single run.

Efficiency	Features fully-automated extraction, thermocycling, and resulting through bi-directional interfacing
Accuracy	Provides highly sensitive and specific results through real-time PCR technology, and consistent results through standardized workflow and protocols
Flexibility	Cleared, market-authorized, or approved by the FDA only when used with BD MAX IVD assays that have been cleared, market-authorized, or approved by the FDA. IVD assays, research use only (RUO) assays, and user-defined protocols (UDP) cannot be combined in the same rack

The BD MAX™ System and IVD assays are CLIA Moderately Complex

Length	29.7 in
Width	37.0 in
Height	33.0 in
Weight	250.0 lb

Ordering information

Used for *in vitro* diagnostic testing for direct, qualitative detection

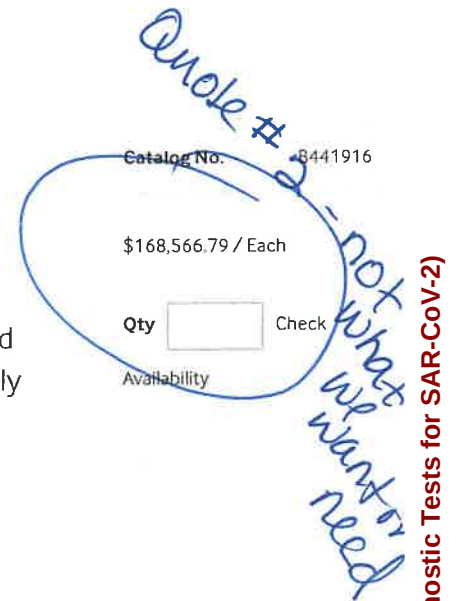
Cat. no.	Description	Qty.
441916	BD MAX™ System, instrument	1 EA
443159	BD MAX PREWARM	1 EA
443376	BD MAX UVE SPECIMEN COLLECTION KIT	100 EA/SP
437519	BD MAX PCR CARTRIDGES	24 EA/SP
441772	BD MAX GBS	24 EA
442817	BD MAX EXK DNA 1	24 EA
442819	BD MAX EXK DNA 2	24 EA
442821	BD MAX EXK DNA 3	24 EA
442825	BD MAX EXK TNA 2	24 EA
442827	BD MAX EXK TNA 3	24 EA
442829	BD MAX DNA MMK SPC	24 EA
442830	BD MAX TNA MMK SPC	24 EA
442845	BD MAX TNA MMK	24 EA
442848	BD MAX DNA MMK	24 EA
442851	BD MAX EXK DNA 4	24 EA
442960	BD MAX ENTERIC PARASITE PANEL	24 EA
442963	BD MAX ENTERIC BACTERIAL PANEL	24 EA
442970	BD MAX CT GC TV	24 EA
443418	BD MAX CDIFF	24 EA
443419	BD MAX STAPHSR	24 EA
443461	BD MAX MRSA XT	24 EA
443712	BD MAX VAGINAL PANEL	24 EA
443812	BD MAX EXTENDED ENTERIC BACTERIAL PANEL	24 EA
443985	BD MAX ENTERIC VIRAL PANEL	24 EA



BD BD™ MAX™ Molecular Diagnostic Testing System

Fully-integrated, automated molecular platform capable of running both IVD and open system assays efficiently and flexibly

Manufacturer: BD 441916



⚠ This item is not returnable. View return policy

Description

BD MAX System is intended for in vitro diagnostic (IVD) use in performing FDA cleared or approved nucleic acid testing in clinical laboratories. It is capable of automated extraction and purification of nucleic acids from multiple specimen types, as well as the automated amplification and detection of target nucleic acid sequences by fluorescence-based PCR.

The BD MAX System is capable of:

- Independent nucleic acid extraction and purification
- PCR amplification using thermal cycling across 24 lanes
- Real time detection of products of amplification
- Identification of each Sample Buffer tube by external barcode reader
- Work List verification by internal barcode reader
- Fluorescence detection at up to five wavelengths, allowing multiplex reactions by Cycle threshold (Ct) call, or multiplex reactions by melt analysis
- Qualitative, quantitative and melt sample analysis

Features:

- Integrated and fully-automated extraction and thermocycling steps
- Processes and analyzes up to 24 specimens per run
- On-board lysis and extraction with pre-filled reagent strips
- Real-time PCR with two 24-lane microfluidic PCR readers
- Dedicated multi-color optics including: 475/520, 530/565, 585/630, 630/665, 680/715
- Consistent results through standardized workflow and protocols
- Rapidly expanding menu and open-system options to help address emerging testing needs
- Less than one minute of hands on time per sample
- CLIA Moderately complex and easy to use
- All-in-One computer contains instrument software that is responsible for instrument control, self-calibration, data analysis and storage
- User interface can be navigated with point-and-click icons (keyboard and mouse), or the Computer's touchscreen

Components included:

- Temperature control/heating subsystem to control thermal cycling
- A liquid handling head to transfer samples from Sample Buffer tubes to Unitized Reagent Strips
- Onboard readers to measure the amplification reaction and report results

Software/user interface allows for:

- 24 unique thermal cycling channels per system (two onboard readers)
- Entering patient/sample information, either manually or by external barcode reader

- Monitoring operations, communication and storing of data
- Qualitative, quantitative and melt sample analysis
- Error warnings
- Download of results to a USB thumb drive
- LIS connectivity

Certifications

CE marked

Specifications

Depth (English)	28.5 in.	Electrical Requirements	100 to 240 V, 50/60 Hz, 10 A, 300 VA Max
Height (English)	37 in.	Weight (English)	250 lb.
Width (English)	29.7 in.		

Accessories

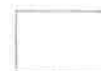


B443159

BD™
443159

BD MAX PREWARM HEATER

Each for \$15,190.00



BD™ MAX™ Prewarm

Also Suggested

B442960

BD™
442960

BD MAX ENTERIC
PARASITES 24/PK

Pack of 24 for
\$2,311.32



BD™ MAX™ Enteric Parasite
Panel

B442963

BD
442963

BD MAX ENTERIC
BACTERIA 24T/PK

Pack of 24 for
\$2,230.00



BD MAX™ Enteric Bacterial
Panel

B442817

BD™
442817

BD MAX EXK DNA1 EX RG
24/PK

Pack of 24 for
\$773.00



BD™ MAX™ ExK™ DNA-1

'19

BD™
442819

BD MAX EXK DNA2 EX RG
24/PK

Pack of 24 for
\$853.00



BD™ MAX™ ExK™ DNA-2

B442821

BD™
442821

BD MAX EXK DNA3 EX RG
24/PK

Pack of 24 for
\$876.50



BD™ MAX™ ExK™ DNA-3

Attachment: BD Max Supporting Documents (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)

B442825	BD™ 442825	BD MAX EXK TNA2 EX RG 24/PK	Pack of 24 for \$1,276.00	☐
BD™ MAX™ ExK™ TNA-2				
B442827	BD™ 442827	BD MAX EXK TNA3 EX RG 24/PK	Pack of 24 for \$1,312.00	☐
BD™ MAX™ ExK™ TNA-3				
B442829	BD™ 442829	BD MAX DNA MMK SPC MM 24/PK	Pack of 24 for \$515.00	☐
BD™ MAX™ DNA MMK SPC				
B442830	BD™ 442830	BD MAX TNA MMK SPC MM 24/PK	Pack of 24 for \$350.00	☐
BD™ MAX™ TNA MMK SPC				
B442845	BD™ 442845	BD MAX TNA MMK MST MX 24/PK	Pack of 24 for \$350.00	☐
BD™ MAX™ TNA MMK				
B442848	BD™ 442848	BD MAX DNA MMK MST MX 24/PK	Pack of 24 for \$428.00	☐
BD™ MAX™ DNA MMK				
B442851	BD™ 442851	BD MAX EXK DNA4 EX RG 24/PK	Pack of 24 for \$934.00	☐
BD™ MAX™ ExK™ DNA-4				
B443376	BD™ 443376	BD MAX UVE SPECIMEN KT 100/PK	Pack of 100 for \$496.00	☐
BD™ MAX™ UVE Specimen Collection Kit				
B443712	BD™ 443712	BD MAX VAGINAL PANEL 24/PK	Pack of 24 for \$4,680.00	☐
BD™ MAX™ Vaginal Panel				
B443812	BD™ 443812	BD MAX EXTND ENT BAC PNL24PK RX	Pack of 24 for \$2,407.20	N/A
BD™ MAX™ Extended Enteric Panel				

 Due to product restrictions, please Sign In to purchase or view availability for this product.

Attachment: BD Max Supporting Documents (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)

	B442970	BD™ 442970	BD MAX CT/GC/TV TST KT 24/PK	Pack of 24 for \$2,877.16	
BD™ MAX™ CT/GC/TV					
	B441772	BD™ 441772	BD MAX GROUP B STREP 24T/PK	Pack of 24 for \$1,501.00	
BD™ MAX™ GBS					
	B443418	BD™ 443418	BD MAX CDIFF 24TST/PK	Pack of 24 for \$1,440.00	
BD™ MAX™ Cdiff					

Attachment: BD Max Supporting Documents (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)



SUMMARY OF Quotes

5.a.b

Date: 11/2/21

Department Name: Public Health

Bid Product: BD Max Clinical Analyzer

Items included in Bid: Product and tax

(Examples: product, delivery, tax, ect.)

Date Mailed	Date Received	Bid Company	Description of Product	All Inclusive Cost (product, taxes, delivery, ect.)	Qualified	Disqualified	Subject to Local Preference
Internet Quote-Unique Item	6/14/21	BD Max	BD Max Clinical analyzer *please note Public Health just got approval from the CDC to move forward with this purchase	\$84,673.88	X		

Attachment: BD Max Quote (Purchase of BD Max Molecular Diagnostic Tests for SAR-CoV-2)

All bid proposals shall be Pursuant to Chapter 3.24 – Purchasing Procedure of the Modoc County Code

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Stacy Sphar, Health Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to purchase six (6) quantitative fit testers for \$15,454.29 each, to ensure the proper fit of N95s.

We would like to purchase quantitative fit testers for the following facilities: Modoc County Health Services, Surprise Valley Healthcare District, Alturas Health Clinic, Warner Mountain Indian Health, and Southern Cascade Emergency Services. This equipment would ensure proper fit of N95s for staff who will potentially collect nasopharyngeal specimen samples as well as staff who are at increased risk of exposure to COVID and other respiratory illnesses due to the nature of their work. We propose to purchase 6 units that will be distributed to the 5 entities mentioned. One additional fit tester will be on hand to check out to other entities who have increased risk of exposure (volunteer fire, police, etc...). Quantitative fit testing will provide a more reliable method for fit testing.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: (530) 233-6311

Email: stacysphar@co.modoc.ca.us

Agenda Item Number: 5.b



SUMMARY OF BIDS

Date: 11/16/20

Department Name: Public Health

Bid Product: Quantitative Fit tester

(Examples: product, delivery, tax, set)

	Date Received	id Company	Description of Product	All Inclusive Cost (product, taxes, delivery, ect.)	Qualify	Disqualified	Chosen
Internet quotes due to nature of the item	8/23/2021	McKesson Medical Product Supply	8048 PortaCount Model Respirator fit tester	\$25,758.27 each (tax not included)	X		
Internet quotes due to nature of the	8/23/2021	Fishersci.com	8048 PortaCount Model Respirator fit tester	\$15,697.20 each (tax not included)	X		
Internet quotes due to nature of the	08/16/21	TSI	8048 PortaCount Model Respirator fit tester	\$15,454.29 each (includes tax)	X		X

All bid proposals shall be Pursuant to Chapter 3.24 - Purchasing Procedure of the Modoc County Code



MODOC COUNTY

Health Services Department

441 North Main Street
Alturas, CA 96101
(530)233-6311 / Fax (530)233-5754

Stacy Sphar, DNP, PMHNP, RN, PHN
Director of Health Services

Edward P. Richert, MD
Public Health Officer/Medical Director

Warren Farnam, REHS
Environmental Health Branch Director

Michael Traverso, LMFT
Behavioral Health Branch Director

Tanya Schulz, RN, PHN
Public Health Branch Director

Re: Modoc County Health Services Request to purchase quantitative fit testers using ELC Enhanced Detection Expansion funding

Our agency would like to purchase quantitative fit testers for the following facilities: Modoc County Health Services, Surprise Valley Healthcare District, Alturas Health Clinic, Warner Mountain Indian Health, and Southern Cascade Emergency Services. This equipment would ensure proper fit of N95s for staff who will potentially collect nasopharyngeal specimen samples as well as staff who are at increased risk of exposure to COVID and other respiratory illnesses due to the nature of their work. We propose to purchase 6 units that will be distributed to the 5 entities mentioned. One additional fit tester will be on hand to check out to other entities who have increased risk of exposure (volunteer fire, police, etc...).

Our agency has encountered issues using the qualitative fit testers because some individuals are not able to detect the solutions used to test. Quantitative fit testing will provide a more reliable method for fit testing.

GENERATOR, PORTACOUNT MODEL 8048 115V

Like Share Tweet Save

\$25,758.27

In stock

Product Code :

MPSMK-1128216

(MPN)

1128216

(Brand)

McKesson

(<https://medicalproductssupply.com/catalogsearch/result/?brand=1187&q=McKesson>)

(Packaging)

1 Each

[Request Bulk Quote](#)

Qty

[Add to Cart](#)

 [ADD TO COMPARE](#)

 [EMAIL](#)

[\(HTTPS://MEDICALPRODUCTSSUPPLY.COM/SENDERFRIEND/PRODUCT/SEND/ID/104618/\)](https://MEDICALPRODUCTSSUPPLY.COM/SENDERFRIEND/PRODUCT/SEND/ID/104618/)

[Be the first to review this products \(https://medicalproductssupply.com/generator-portacount-model-8048-115v.html#review-form\)](https://medicalproductssupply.com/generator-portacount-model-8048-115v.html#review-form)

Note : Image shown for reference purposes only. Actual product appearance may vary. Please read product description for full and accurate details.

[Details](#)

[Reviews](#)

McKesson #

1128216

Manufacturer #

8048

Manufacturer

TSI Inc

Country of Origin

Unknown

408-834-4592 support@medicalproductssupply.com

BROWSE

[\(https://medicalproductssupply.com/departments.html/\)](https://medicalproductssupply.com/departments.html/)"Welleus Global Solutions Company"[\(https://medicalproductssupply.com/\)](https://medicalproductssupply.com/)

Enter keywords to search...

[Home \(https://medicalproductssupply.com/\)](https://medicalproductssupply.com/) > GENERATOR, PORTACOUNT MODEL 8048 115V

TSI Incorporated Portacount Respirator Fit Tester encompass

Manufacturer: TSI Incorporated 8048

The new PortaCount Respirator Fit Tester is a quantitative respirator fit tester. It features intelligent touchscreen solutions that support respiratory protection programs from training through compliance.

Catalog No. NC1456207

\$15,697.50 / Each

Qty **Check**

Availability

Attachment: Quantitative Fit Testers Bid Summary (Purchase of Quantative Fit Testers)



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800) 680-1220
Fax: (612) 90-3824
Web: www.TSI.com
Email: answers@TSI.com

Page 1 of 2

5.b.a

Quote # 3

Quotation

Quote Contact

Charisa Olson

Tel: 530 233-6311

Email: charisa.olson@co.modoc.ca.us

Bill-To-Party

Modoc County Public Health Dept

441 North Main Street

ALTURAS CA 96101

Ship-To-Party

Modoc County Public Health Dept

441 North Main Street

ALTURAS CA 96101

Make PO Out To: TSI Inc.

Quotation Number 20209357

Quotation Date 08/16/2021

Customer No 36839

Cust. Ref.

Incoterms

2010 CPT: Prepay & Add

Consignee's Premises

Payment Term

SUBJECT TO CREDIT APPROVAL

Valid To

12/31/2021

Currency

USD

Method of Payment

PO, Visa, Amex, Mastercard

Reference Quote number when submitting PO

Item	Material/Description	Quantity	Unit Price	Amount
1	8048 PortaCount Model 8048 (115V Generator) Respirator Fit Tester Includes: Carry Case, AC Adapter with Universal Plug Set, 8026 Particle Generator (115 VAC), Alcohol Cartridge, Alcohol Fill Capsule, Storage Cap, (2) Zero Check Filters, 3/16" and 1/4" Hose Adapters, (2) Spare Alcohol Wicks, (100) Sampling Probes, (100) Lock Washers; Probe Insertion Tool, Neck Strap; USB Cable, 8016 Alcohol Supply containing (16) 30ml Bottles of Reagent Grade Isopropyl Alcohol, FitPro Ultra Fit Test Software and 2-Year Warranty.	1.00 EA	14,335.00	14,335.00
Sub Total				14,335.00
Freight				80.00
Tax				1,039.29
Total Amount				15,454.29

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

Attachment: Quantitative Fit Testers Bid Summary (Purchase of Quantitative Fit Testers)



500 Cardigan Road
Shoreview, MN 55126
USA
EIN 41-0843524

Tel: (800) 680-1220
Fax: (612) 90-3824
Web: www.TSI.com
Email: answers@TSI.com

Quotation

Bill-To-Party

Modoc County Public Health Dept

Quotation Number

20209357

Quotation Date

08/16/2021

Item	Material/Description	Quantity	Unit Price	Amount
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This Quotation is subject to the warranties, disclaimers and all other terms and conditions set forth by TSI Inc. and incorporated by reference and to no others. Seller reserves the right to change prices effective on any new orders, provided Seller notifies in writing those with currently valid Quotations prior to any order being placed. This quotation shall become an agreement binding upon the Buyer and Seller when accepted by the Buyer and subsequently accepted by an authorized representative of the Seller at the Seller's home office and thereupon shall constitute the entire agreement between the parties.

Mark Schultz
TSI Incorporated

Date 08/16/2021

TSI Terms and Conditions apply and are incorporated by reference. See <http://www.tsi.com/tc.pdf>
For payment terms, complete credit application at <http://www.tsi.com/credit-app/>

Attachment: Quantitative Fit Testers Bid Summary (Purchase of Quantitative Fit Testers)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Tex Dowdy, Sheriff's Office**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting permission to hire one (1) Administrative Assistant/Fiscal/OES, Range 227: Step-D; \$3,503.00 monthly, effective November 1, 2021.

MCSO requests to hire an Administrative Assistant/Fiscal/OES at Range 227, Step D (\$3,503). This position has not been reclassified since Fiscal Year 2012/2013. The applicant selected has 20+ years of administrative and fiscal experience combined and will be a huge asset to the Sheriff's Office. The applicant is an established Modoc County resident who we believe will be a long term County employee.

Budget Affected: Yes

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: Email: tdowdy@modocsheriff.us

Agenda Item Number: 6.a

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Heather Hadwick, Office of Emergency Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Presentation**

Describe Specific Action Requested or Information to be Discussed:

Presentation on the proposed Emergency Services Training Facility through a Community Development Block Grant Coronavirus Response Round I (CDBG-CVI) awarded to the Modoc Office of Emergency Services and in partnership with the Pit River Tribe.

Clerk's Instructions:

Certified Copies Needed: None

Minutes Orders Needed: None

Date Submitted: 11/2/2021

Phone Number: (530) 233-4416

Email: hhadwick@modocsheriff.us

Agenda Item Number: 7.a



Fire Training Facility Partnership Proposal

MODOC COUNTY OFFICE OF EMERGENCY SERVICES

PIT RIVER TRIBE

Current Challenges

- 13 fire districts County wide, ranging in 3-1500 calls per year
- Lack of centralized station and training facility
- Continued decrease to public safety funding
- Recruitment of volunteer firefighters declining
- Consistent training and protocols within County
- Availability of volunteer responders for calls
- EOC need pending the building of the new Jail

Growing Our Own



7.a.a

Modoc Fire Station & Training Facility

- Modoc County Central Station
- EOC and alternative dispatch
- Ability to host multi-jurisdiction trainings
- Wildlife friendly design to minimize disturbance from increased traffic
- Within 3 years acquire funding to:
 - Outdoor training facility with towers, obstacle course, etc.
 - Hire full-time staff for station



Partnership Responsibilities

PIT RIVER TRIBE

- Provide land for training station
- Funding of facility
- Encourage tribal members to serve on Department
- Marketing, Outreach and Training opportunities
- Project Management of construction and grant reporting
- Encourage tribal members to become volunteer firefighters

MODOC COUNTY OES

- Grant writing & support
- Hosting of PL280 and Cultural Sensitivity trainings
- Hosting of firefighter trainings
- Integrating the tribe and fire districts into Marketing and community relations events and campaigns

Why focus on Fire response?



New Normal

- Large & Devastating
- Fire behavior changes
- Climate

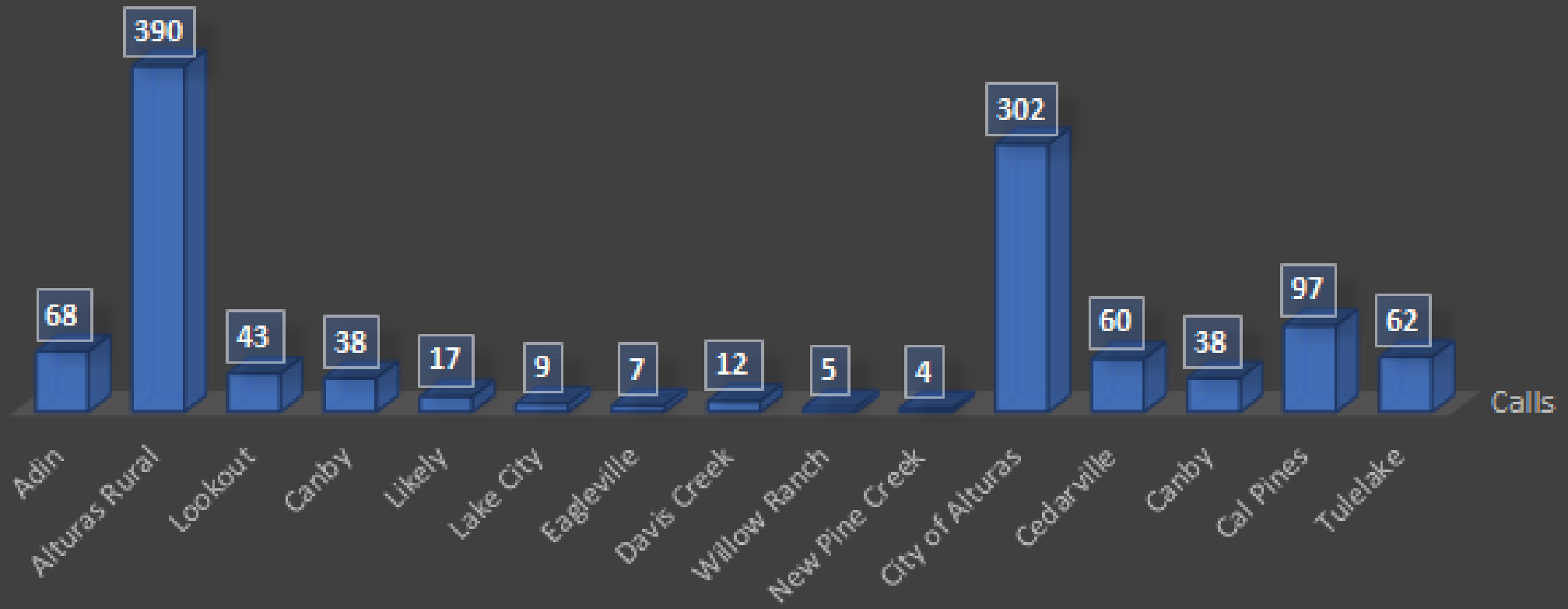
Location

- Resource management
- Lack of fire resources in Modoc

Training Facility

- Can be used by all first responders
- Huge need for consistent training and unified protocols

MODOC FIRE DISTRICT CALLS -





MODOC NOTABLE FIRE HISTORY

- W-5 Cold Springs, 2020
- July Complex, 2020
- Tucker Fire, 2019
- Stone Fire, 2018
- Eagle Fire, 2018
- July Complex, 2017
- Parker 2, 2017
- Cove Fire, 2017

MORE THAN **400,000** ACRES HAVE
BURNED IN MODOC COUNTY IN THE LAST
3 YEARS!

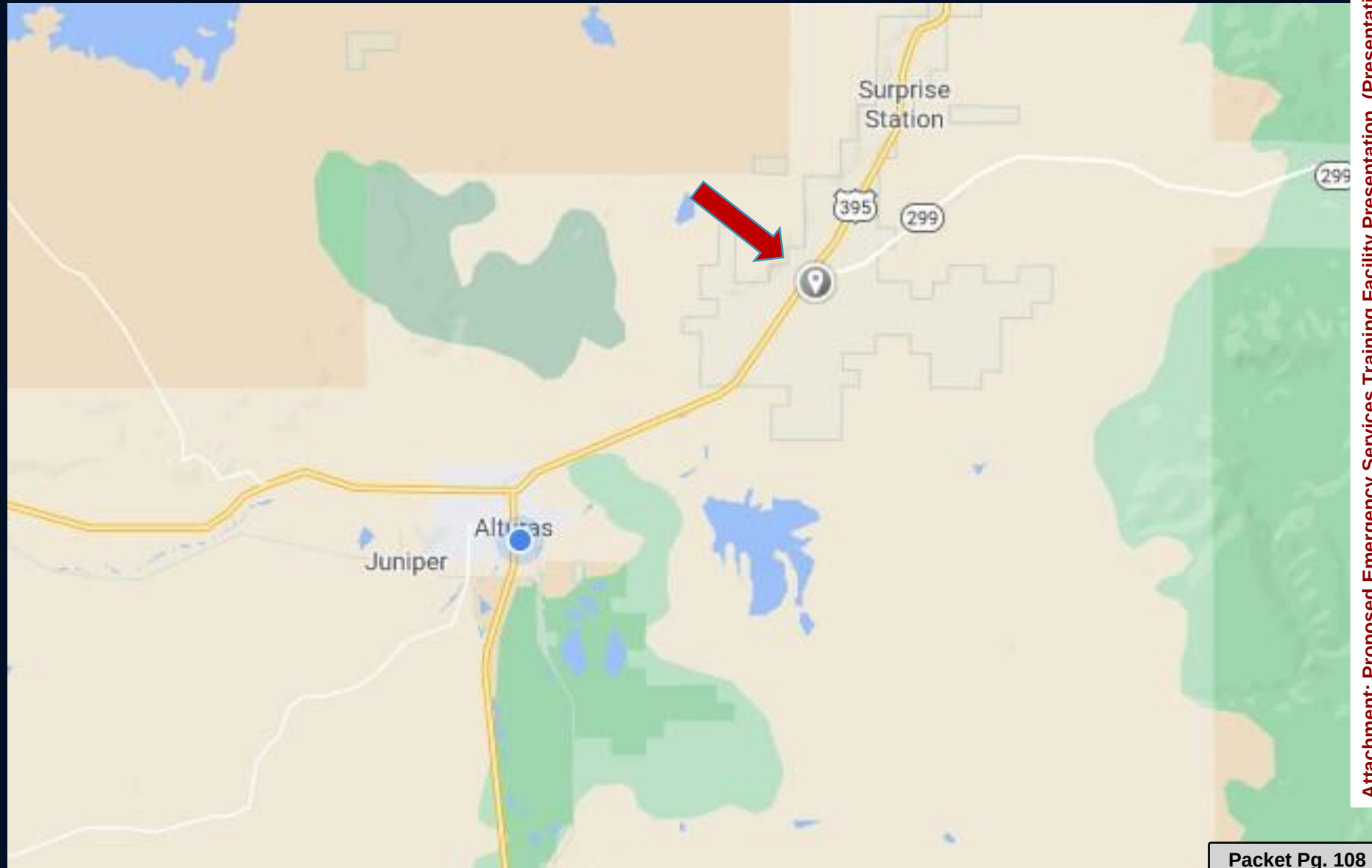
Benefits of Building a Fire Training Center

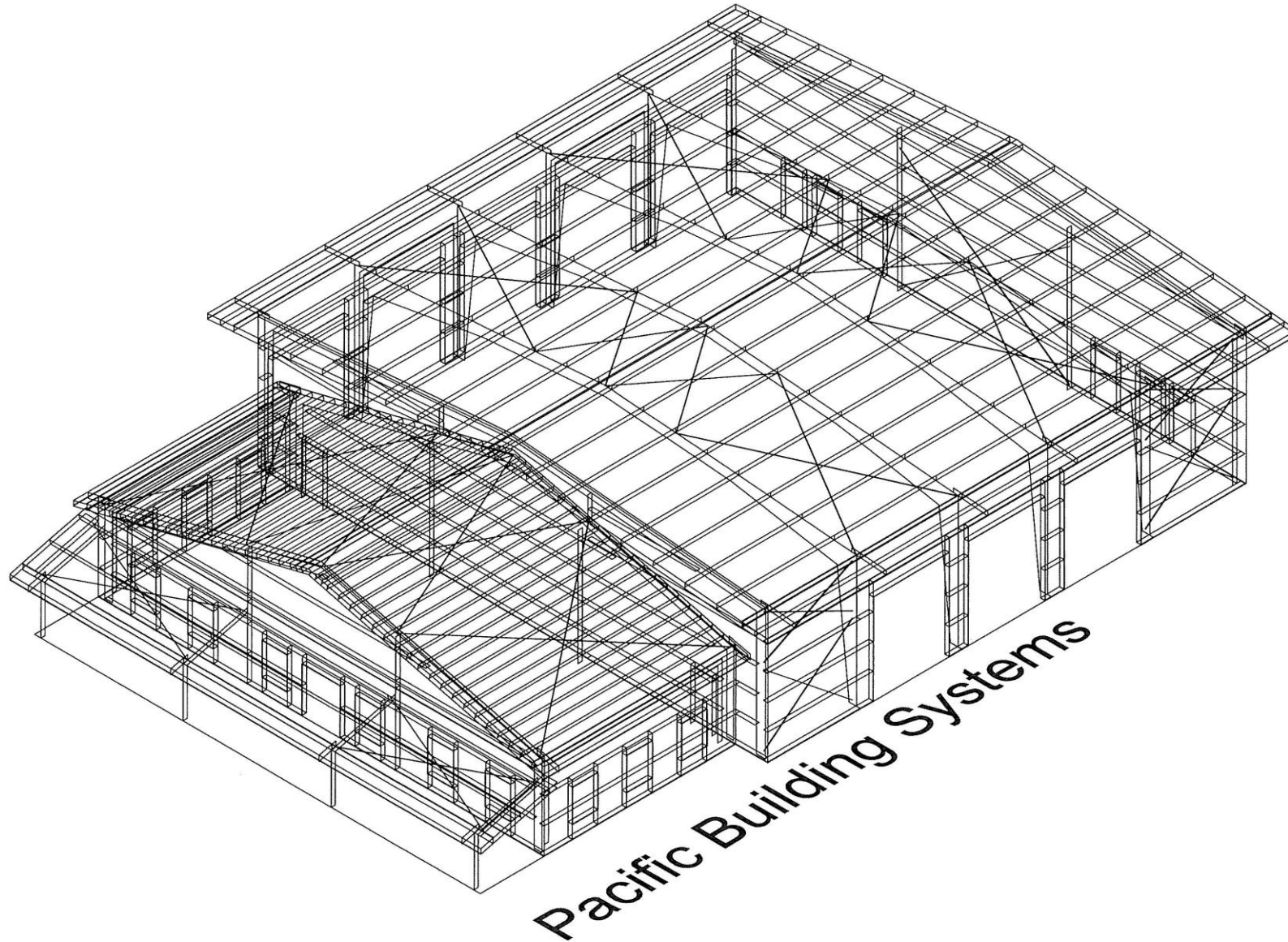
- Growing our own workforce for local youth
- Enhanced Government to Government relations
- Integrated emergency response including tribal personnel and resources
- Synergistic approach to important community issues
- Funding opportunities open because of collaborative nature of response efforts
- Increased training for first responders which in turn will decrease liability and injuries
- Community Outreach possibilities
- Increased customer base for tribal businesses and more interest for future development
- Standard Operating Guidelines and training County wide



Proposed Modoc Fire Protection Training Facility

Facility would be built just north of the intersection of Hwy 395 and Hwy 299 five miles north of Alturas above Chimney Rock Gas Station. This location would be ideal for responding to the reservation along with Davis Creek, New Pine Creek, Cedarville, Lake City, Eagleville and Fort Bidwell.





Metal building is 75 x 80 (6,000 square feet) with an additional living quarters, training room and offices building that would be an additional 3,000 square feet which is approximately 40x65 ft.

Fitted with three drive through bays and storage bays on each end.

Modoc Fire Protection Training Facility Budget

Item	Cost
Building Kit	\$259,000.00
Interior finishing	\$300,000.00
Septic/Well	\$50,000.00
Installation/Build of Building Kit	\$150,000.00
Foundation	\$100,000.00
Parking Lot- paving/curbs	\$175,000.00
Water storage & refill station	\$15,000.00
Furnishings - Living Quarters	\$10,400.00
Furnishings- EOC/Training/Offices	\$14,700.00
Furnishings/organization- Bay	\$17,050.00
Landscaping	\$20,000.00
Appliance- Kitchen, laundry, heating/cooling units	\$23,500.00
Turnout Washer	\$10,000.00
Generator	\$50,000.00
Solar Panels	\$20,000.00
IT	\$7,500.00
Radio Communication	\$85,000.00
TOTAL:	\$1,307,150.00

Critical Station Advancements

- Square footage for needs of community, large area in bay to host
 - Possible uses include pandemic isolation area, EOC for disasters, back up dispatch for entire county, medical/EMS training and staging area, law enforcement training and staging area
- State of the art training/EOC facility
- Commercial laundry facilities for gear
- Clean, organized and updated facility to be proud of
- Hose washing area
- Water storage for critical infrastructure
- Back up power through solar and generators



Questions?



**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Heather Hadwick, Office of Emergency Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Discussion/Information**

Describe Specific Action Requested or Information to be Discussed:

Discussion on a proposed resolution and Memorandum of Understanding (MOU) between the Pit River Tribe and Modoc County Sheriff's Office effective October 26, 2021 and authorize the County of Modoc to reallocate their allotment of \$290,190.00 Community Development Grant Program funds to the Pit River Tribe for the building of an Emergency Services Training Facility.

Modoc County OES applied for the CDBG grant along with Pit River in a combined effort to build a 6 bay Emergency Services Training Facility just above the Chimney Rock Gas Station on Hwy 395 in Alturas. The facility will be used for county wide training, a back up EOC, back up dispatch center, resources staging area, etc. We will be partnering with Pit River Tribe to create a mentor program trainings tribal members in fire and in the future will have a Pit River Fire Department both volunteer and staff. Attached is our standard MOU for facility use as well.

Clerk's Instructions:

Certified Copies Needed: None

Minutes Orders Needed: None

Date Submitted: 10/19/2021

Phone Number: (530) 233-4416

Email: hhadwick@modocsheriff.us

Agenda Item Number: 7.b

Memorandum of Understanding between the County of Modoc and the Pit River Tribe

WHEREAS, every city, county, and state in the nation is suffering due to the impacts of the Novel Coronavirus Disease 2019 (COVID-19) global pandemic; and

WHEREAS, locally the COVID-19 pandemic has seriously impacted the daily operations and financial outlook of both the County of Modoc and the Pit River Tribe; and

WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law, which includes \$18.7 million in new federal funds for the Community Development Block Grant Coronavirus Response Round I (CDBG-CVI) funding opportunity; and

WHEREAS, the CDBG-CVI funding opportunity includes an allocation for the Pit River Tribe of up to \$700,000 and an allocation for the County of Modoc for up to \$290,190; and

WHEREAS, the CDBG-CVI funding opportunity allows that "an eligible Applicant may apply on behalf of one or more other eligible Applicants. An application on behalf of one or more other eligible applications will need to include a Memorandum of Understanding (MOU)... that clearly identifies the lead applicant and that details the roles, responsibilities, and requirements for each party;" and

WHEREAS, the County of Modoc and Pit River Tribe had both independently identified the need for a similar project, specifically the building of an emergency services training facility; and

WHEREAS, the Pit River has determined that they are going to apply for the CDBG-CV 1 grant to proceed with building an emergency services training facility; and

WHEREAS, the County of Modoc has determined that, by partnering with the Pit River Tribe on the CDBG-CV 1 application, we can collaborate resources and move forward with this much needed project; and

NOW, THEREFORE, the County of Modoc assigns the Pit River "lead applicant" status for the purpose of the CDBG-CVI application, and assigns all of the county's \$290,190 allocation to the Pit River Tribe. In exchange, the County will have access to the Emergency Services Training Facility to host trainings,

meetings and use as an Emergency Operations Center as needed.

We, the undersigned, have read and agree with this MOU.

Modoc County Sheriff

Date

Chair, Modoc County Board of Supervisors

Date

Interim-Tribal Administrator, Pit River Tribe

Date

APPROVED AS TO FORM

Margaret Long
Modoc County Counsel

ATTEST

Tiffany Martinez
Clerk of the Board

**MODOC COUNTY EMERGENCY SERVICES
MEMORANDUM OF UNDERSTANDING (MOU)
FOR USE OF FACILITIES, PERSONNEL, AND EQUIPMENT
IN THE EVENT OF A LOCALLY DECLARED EMERGENCY**

Legal Authority: Modoc County Code §2.40 et seq.

Modoc County Office of Emergency Services Pit River Tribe agree that:

In the event of a declared state of emergency, resources from the local, state, federal, and private sector will be mobilized and deployed to mitigate the emergency. Depending on the nature of the event, the use of various facilities, support staff, and/or equipment under the control of Pit River Tribe may be necessary or beneficial in order to protect life and property.

Modoc County Office of Emergency Services and Pit River Tribe enter into this agreement as follows:

Facility Space: Pit River Tribe agrees to allow the use of the facilities to be built at 27002 US-395, located in Alturas, CA 96101, for functions necessary to protect life and property in the event of a declared emergency.

Use of the Facility: The request to use the facility will occur as soon as possible by Modoc County Office of Emergency Services. Generally, this request will be made through the Emergency Operations Center.

Modification or Suspension of Normal Facility Business Activities:

Pit River Tribe agrees to alter or suspend normal operations if necessary to support the emergency use of the facilities, staff and/or equipment during the operational period of the emergency.

Use of other Resources: Pit River Tribe agrees to authorize the use of equipment and staff associated with the facility. This may include, but is not limited to equipment such as kitchens, furniture, custodial staff and supplies, etc. Facility resources and associated systems will only be used under the supervision or direction of facility staff.

Costs:

Modoc County Office of Emergency Services (OES) agrees to payment for costs incurred:

Facility Rental Rates:

Emergency Services Training Facility @ \$200 per day

Emergency Services Training Facility as Shelter Site @ \$500 per day

Other rooms as needed at fair market prices.

Equipment use @ fair market rental rates prevalent at time of use, including fuel/consumables

Staff labor costs @ actual loaded costs or volunteer labor @ \$15 per hour. Payment will be dependent on the completion of a Just-In-Time contract for volunteer labor and the

completion of Incident Daily Logs (ICS 214). Workers must be sworn in as Disaster Service Workers.

Costs Incurred: Modoc County Office of Emergency Services explicitly agrees to pay all reasonable costs associated with restoring facilities and equipment to their pre-use state. If necessary, this shall include repairs, decontamination, cleaning or replacement. These costs shall be based on actual costs for mitigation, and are over and above any rental fees. Submission of reimbursement must include a summary sheet with attached invoices/bills.

Liability: Modoc County Office of Emergency Services agrees to indemnify and hold harmless Pit River Tribe from any claims or liability arising from the use of the facility or equipment. Pit River Tribe agrees to provide workman's compensation insurance for any employees working under the terms of this agreement.

Contact Information: Pit River Tribe will provide Modoc County Office of Emergency Services with the appropriate facility 24 hour/7 day contact information, and update this information as necessary.

Duration of Agreement: The initial term of this MOU is five years from the date of execution.

Amendments: This agreement may be amended at any time by signature approval of the signatories or their authorized agents.

Termination of Agreement: Any Party may withdraw at any time from this MOU by sending written notice to the other party.

Capacity to Enter into Agreement: The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

Heather Hadwick, Deputy Director
Modoc County Sheriff's Office of Emergency Services

Date

Pit River Tribe
36970 Park Avenue
Burney CA 96013

Tribal Administrator
530-335-3140

To authorize facility use, call:

Alternate contact to open facility, call:

Name: _____
Phone: _____

Name: _____
Phone: _____

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Heather Hadwick, Office of Emergency Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval to continue a Resolution to proclaim a local emergency due to the drought conditions in Modoc County.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 2

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: (530) 233-4416

Email: hhadwick@modocsheriff.us

Agenda Item Number: 7.c

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MODOC PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL DROUGHT EMERGENCY

WHEREAS, Modoc County Code section 2.40.060 empowers the Director of Emergency Services to proclaim the existence of a local drought emergency when Modoc County is threatened or likely to be threatened by the conditions of extreme peril to the safety of persons and property that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County and the Board of Supervisors is not in session; and

WHEREAS, California Government Code section 8558(c) states that a "local emergency" means the duly proclaimed existence of conditions of extreme peril to the safety of persons and property within the territorial limits of the County caused by the drought; and

WHEREAS, in the fall of 2020, the Siskiyou County Board of Supervisors, Lassen County Board of Supervisors, Klamath County, Oregon Commissioners, Lake County, Oregon Commissioners, and Washoe County, Nevada Commissioners proclaimed a state of emergency in their respective counties due to current drought conditions; and

WHEREAS, the drought monitor acknowledged that the State of California is experiencing record dry conditions this year; and

WHEREAS, the state is reporting that 100% of the state's population are currently living in drought affected areas (as of October 26, 2021). 83% of the state remains in extreme drought status (D3) and Modoc County moisture levels have been recorded in the D 1- Moderate and D2-Severe since September 1, 2020 and now have moved to D3-Extreme level on the drought monitor. As of October 26, 2021, 95% of Modoc County was in extreme drought; and

WHEREAS, persistent drought conditions have negatively impacted and continue to threaten the County's economy; and

WHEREAS, conditions of drought exacerbate already perilous fire conditions threatening towns and communities in Modoc County; and

NOW, THEREFORE, BE IT RESOLVED AND PROCLAIMED by Director of Emergency Services of the County of Modoc that for reasons set forth herein, that a local drought emergency continues to exist throughout Modoc County as established on January 12, 2021 through Resolution# 21-04, continued on March 23, 2021 through Resolution # 2021-10, continued on May 11, 2021 through Resolution #2021-16, continued on July 27, 2021 through Resolution #2021-30; continued on

September 13, 2021 through Resolution #2021-40; and

BE IT FURTHER RESOLVED that federal and state agencies are requested to provide financial and other assistance to residents, water suppliers, water rights holders, ranchers, farmers, business owners and local governments in Modoc County to help them mitigate the persistent drought conditions; and

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local drought emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, ordinances, and resolutions existing and passed in conjunction with this emergency, and that this emergency shall be deemed to continue to exist until the Board of Supervisors of the County of Modoc proclaims its termination. Further, it is directed that this emergency proclamation be forwarded to the Director of the Governor's Office of Emergency Services and the Governor of the State of California.

BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED that during the existence of this local drought emergency, the Modoc County Director of Emergency Services may request the Board of Supervisors to amend this proclamation of a local drought emergency. If this Board is not in session to amend this proclamation as necessary and, if this proclamation is amended by the Director of Emergency Services, the Board shall take action to ratify the amendment within ten (10) days thereafter.

PASSED AND ADOPTED by the Board of Supervisors of the County of Modoc, State of California, on the 9th day of November, 2021 by the following vote:

Motion :

**BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC**

Ned Coe, Chair
Modoc County Board of Supervisors

ATTEST:

Tiffany Martinez
Clerk of the Board

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Chester Robertson, Administrative Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval of a continuing resolution authorizing remote teleconference meetings of the legislative bodies of Modoc County pursuant to Brown Act provisions.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: 530-233-7660

Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number: 8.a

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Chester Robertson, Administrative Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval of a Resolution authorizing the submittal of an application for CalRecycle Payment Programs and related authorizations.

This CalRecycle model resolution enables the County staff to administer the CalRecycle payment program grants for the Beverage Container Recycling Program. This is an annual payment programs which enable the county to promote and implement specified recycling goals from funding assistance from the State of California.

Budget Affected: No

Financial Impact:

\$10,000 each annually for Beverage Container. Approval will not impact current expenditures, but will impact future fiscal year revenues and expenditures if not approved.

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/2/2021

Phone Number: 530-233-7660

Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number:8.b

RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MODOC AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that Modoc County is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the County Administrative Officer, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED AND ADOPTED by the Board of Supervisors of the County of Modoc, State of California, on the 9th day of November, 2021 by the following vote:

Motion :

**BOARD OF SUPERVISORS
OF THE COUNTY OF MODOC**

Ned Coe, Chair
Modoc County Board of Supervisors

ATTEST:

Tiffany Martinez
Clerk of the Board

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Chester Robertson, Administrative Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval and authorization for the Chair of the Board to sign a retroactive agreement between the California Crop Improvement Association (CCIA) and the Agricultural Commissioner, Modoc County to engage in seed certification services in cooperation with the CCIA, effective July 1, 2021 through June 30, 2022.

The CCIA is a nonprofit corporation affiliated with the University of California. For more information on the non-profit please visit the following link to view their history: <https://ccia.ucdavis.edu/ccia-history>

To view the current certification Fees visit the following link:

<https://ccia.ucdavis.edu/certification/certification-fees>

This agreement was previously signed by the Agricultural Commissioner but not approved by the Board of Supervisors. Administration is bringing the item before the board for approval retroactive to the date of the agreement.

Clerk's Instructions:

Certified Copies Needed: 3

Minutes Orders Needed: 1

Date Submitted: 11/3/2021

Phone Number: 530-233-7660

Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number: 8.c

**AGREEMENT BETWEEN
CALIFORNIA CROP IMPROVEMENT ASSOCIATION
and
AGRICULTURAL COMMISSIONER, MODOC COUNTY**

THIS AGREEMENT shall be effective the first day of July 1, 2021, by and between the CALIFORNIA CROP IMPROVEMENT ASSOCIATION (hereinafter "CCIA"), and the County of MODOC as executed by the Agricultural Commissioner (hereinafter "the Commissioner").

RECITALS

WHEREAS, CCIA is designated as the Recognized Agency to certify seed pursuant to Section 3875 of Title 3 of the California Code of Regulations, and is empowered to adopt rules and regulations for such certification.

WHEREAS, pursuant to authority in the Food and Agricultural Code Section 52421, the Commissioner is authorized to do all of the following: a) cooperate with seed-certifying agencies which are officially recognized under the provisions of this chapter; b) supervise the harvesting, cleaning, and packaging of any seed which is eligible for certification, and the affixing of labels and seals to it; c) examine, sample, and test such seeds; and d) perform such other services as may be necessary to maintain the identity and quality of certified seed.

WHEREAS, CCIA desires to retain the Commissioner as an independent contractor for the purpose of providing services related to seed certification, and the Commissioner desires to provide such services to CCIA on such basis pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Responsibilities of the Commissioner. The Commissioner shall provide the services described in **Attachment A** to this Agreement, attached hereto and incorporated herein by this reference.
2. Responsibilities of CCIA. CCIA shall be responsible for providing the Commissioner such information and documentation as may be necessary for the Commissioner to provide the services required by this Agreement.
3. Compensation. Upon execution of this Agreement by the Commissioner, CCIA shall pay the Commissioner half the estimated annual payment not to exceed \$250.00 after July 1, 2021 and within 30 days of receipt of the signed agreement from the Commissioner.

In no event shall the total amounts paid to the Commissioner by CCIA exceed \$250.00 during the term of this Agreement.

4. Term/Termination. The term of this agreement shall be for the period commencing July 1, 2021, and terminating June 30, 2022.

CCIA may terminate this Agreement for good cause upon 10 days advance notice to the Commissioner. Provided however, that if the good cause for termination is one that can be cured, the Commissioner shall have 10 days from receipt of the notice in which to cure. If the breach is cured within the 10-day period, the Agreement shall continue as if there had been no breach. If the Commissioner fails to cure, then the Agreement shall terminate at the end of the 10-day period. If the good cause for termination is one that *cannot* be cured, the Agreement shall terminate immediately upon receipt of the notice of termination by the Commissioner.

5. Use of CCIA Name and Logo. CCIA hereby grants to the Commissioner a non-exclusive revocable license to use CCIA's name and certification logo (a copy of which is attached hereto as **Attachment B**). The logo may be used as an indication of certification by the Commissioner. CCIA shall not charge for use of the logo so long as it is used only in accordance with this Agreement. All good will developed by use of the CCIA name or logo is for the benefit of CCIA. Nothing herein contained provides the Commissioner any ownership interest in the name or logo

but provides the Commissioner only with the use thereof. The Commissioner hereby waives any and all possible rights, ownership or use of the CCIA name or logo other than as specifically provided in this Agreement. The Commissioner agrees not to file with the United States Patent and Trademark Office or any other state or country, an application for the registration of the name or logo, or any type of trademark, service mark, certification mark, trade name or the like, which in any way incorporates the CCIA name or logo or their facsimiles. The right to use the name or logo shall terminate at the same date as termination of this Agreement.

6. Insurance. The parties represents that they have an adequate policy of insurance or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to protect one another from any negligent acts committed by CCIA, CCIA officers, CCIA employees or the Commissioner, the Commissioner's assistants, helpers, employees, or agents during the performance of any of its responsibilities under the terms of this Agreement.

7. Proprietary information. The parties hereto acknowledge and agree that any and all information, which is provided by CCIA to the Commissioner, obtained by the Commissioner from CCIA's officers, directors or employees, or obtained by the Commissioner in carrying out its responsibilities pursuant to this Agreement, is confidential, proprietary and trade secret information. As a result of being provided with this information, the Commissioner agrees to maintain in confidence all such information as confidential, proprietary and trade secret information, except where disclosure is otherwise required by law.

8. Property of Commissioner. All intellectual and personal property, including but not limited to data, reports, or writings, in whatever form, finished or unfinished, developed, prepared or purchased pursuant to this Agreement, will be exclusively the property of CCIA, and the Commissioner agrees to deal with it as such, unless such property is deemed to be public record and subject to disclosure laws. All such property shall be delivered to CCIA within fifteen (15) days of CCIA's written request or upon termination of this Agreement.

9. Indemnification. Each party agrees to indemnify the other against all liabilities, losses, costs, damages, attorneys' fees, and any other expenses accruing or resulting to the other party as a result of the indemnifying party's breach of this agreement or its acts or omissions in the course and scope of performing this agreement. Such indemnification includes, but is not limited to, indemnity for sums paid or liabilities incurred in settlement of, expenses paid or incurred in connection with, claims, suits, or judgments against a Party and/or its officers, directors, members, agents, and employees, and expenses paid or incurred in enforcing the terms of this Agreement, or in procuring or attempting to procure, release from liability resulting from a Party's breach of this Agreement or its acts or omissions during the course of this Agreement.

10. No Partnership/Liability. The parties hereto acknowledge and agree that the relationship between CCIA and the Commissioner is an independent contractor relationship and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship or other relationship except as set forth between the parties. The parties hereto further acknowledge and agree that the Commissioner is not a partner with CCIA, whether general or limited, and no activities of the Commissioner or CCIA or statements made by the Commissioner or CCIA shall be interpreted by any of the parties hereto as establishing any type of business relationship other than as an independent contractor. The Commissioner shall not have the right or power to create any liability on behalf of CCIA as a result of execution of this Agreement.

11. No Withholdings/No Benefits. As a result of the independent contractor relationship between CCIA and the Commissioner, CCIA shall not deduct from the fees paid to the Commissioner any sums required for social security, withholding taxes, FICA, state disability insurance, or any other federal, state or local tax or charge which may or may not presently be in effect or are hereinafter enacted, or required as a charge or withholding on the compensation of the Commissioner. The Commissioner understands and agrees that neither it nor its employees are employees of CCIA but that the Commissioner is an independent contractor, and as such, neither the Commissioner nor its employees will receive any fringe benefits from CCIA including the protections of workers' compensation insurance.

12. Commissioner's Employees, Representatives and Subcontractors.

- a. The Commissioner shall furnish its own employees, representatives or subcontractors that the Commissioner determines are necessary in order to provide the services required by this Agreement.
- b. The Commissioner shall be solely responsible for the direction and control of the employees, representatives and subcontractors of the Commissioner, if any, performing services for the Commissioner, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. The Commissioner shall determine the method, means and manner of the performance of the work of its employees, representatives and subcontractors based on the obligations required by this Agreement.
- c. The Commissioner assumes full and sole responsibility for the payment of all fees, wages, benefits and expenses of its employees, representatives, and subcontractors, and for all state and federal income tax withholding, unemployment insurance, workers compensation insurance, and social security or other taxes as to all persons employed by the Commissioner in the performance of services under this Agreement.
- d. The parties acknowledge, intend and agree that neither the Commissioner, nor any of the Commissioner's employees, representatives or subcontractors, shall be considered a "leased employee" of CCIA within the meaning of Section 414(n) of the Internal Revenue Code of 1986, as amended, nor shall any such individual be eligible or entitled to participate in any benefit plan sponsored by CCIA.

13. Audit. The Commissioner agrees that it will make its records available for audit by CCIA for up to three years after the date of termination of this Agreement. CCIA agrees that such audit will be limited to those matters connected with the performance of this Agreement.

14. Amendment/Assignment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. Neither party may assign or transfer this Agreement to any third party without the prior written consent of the other party.

15. Attorney's Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party in addition to any other reasonable relief to which he or she may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Yolo, State of California for any proceeding arising hereunder.

16. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to Services provided by the Commissioner to CCIA. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally, at the time confirmed for delivery if by facsimile, at the time sent by email, or if mailed, at the time deposited in the United States mail or with an express mail service, postage prepaid and addressed as follows:

CALIFORNIA CROP IMPROVEMENT ASSOCIATION
 Parsons Seed Certification Center
 University of California
 One Shields Avenue
 Davis, California 95616-8541
 Fax: (530) 752-4735
 Email: krsoden@ucdavis.edu

AG COMMISSIONER
 COUNTY OF MODOC
 202 West 4th Street
 Alturas, CA 96101-3915

Fax: 530-233-5542
 Email: agcommissioner@co.modoc.ca.us

The parties hereto may change their address, fax, or email as set forth in this paragraph by providing the other party with written notice thereof.

19. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

20. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

21. Survival. The provisions of this Agreement, which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

Date: 5-5-2021

CALIFORNIA CROP IMPROVEMENT ASSOCIATION,
 a California nonprofit corporation

By: 
 John C. Palmer, Executive Director

Date: 04-01-21

AGRICULTURAL COMMISSIONER, MODOC COUNTY

By: 
 Gary Fensler, Agricultural Commissioner

Date: 6/11/2021

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

By: 
 Brenda Lanini, CDFA Representative

ATTACHMENT A

Agricultural Commissioner Seed Certification Responsibilities

County Agricultural Commissioner's are authorized by the California Seed Law and Regulations to engage in seed certification services in cooperation with the California Crop Improvement Association (CCIA), which is designated as the Recognized Agency to certify seed (California Code of Regulations, Section 3875) and thus are empowered to have rules and regulations for such certification. California Seed Law (Section 52421) states that the Commissioners may do all of the following:

- a. Cooperate with seed-certifying agencies, which are officially recognized under the provisions of this chapter.
- b. Supervise the harvesting, cleaning, and packaging of any seed, which is eligible for certification, and the affixing of labels and seals to it.
- c. Examine, sample, and test such seeds.
- d. Perform such other services as may be necessary to maintain the identity and quality of certified seed.

Contracts are issued by CCIA with all county commissioners involved. A fee is negotiated with the Commissioner and paid to the county. Services, which must be performed by the Commissioner's office, are described in these procedures, which expand on the General Seed Certification Standards.

APPLICATIONS

The Commissioner will have online access to applications at the time submitted application is accepted by CCIA. The Commissioner will receive weekly email notifications when applications are approved by CCIA.

FIELD INSPECTIONS

After CCIA's inspection of the field(s), a Field Inspection Report is prepared and will be available to the Commissioner at the CCIA web site.

The Field Inspection Report will include the names of the applicant and grower, crop and variety, applied acreage, county where the field(s) are located, application number, class and category of seed eligible to be produced, and whether the field(s) met or failed standards. Occasionally, a report will have special instructions indicating a portion of a field must not be harvested due to lack of isolation, excess weeds, etc. Compliance with these instructions may require monitoring by the Commissioner.

HARVESTING

Harvesting is subject to the supervision of the Commissioner. It is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections. The Commissioner should refer to the Field Inspection Report for any special instructions about a particular field before allowing the harvest to proceed.

TRANSPORTING SEED FROM HARVESTER

Conveyances used in transporting the seed from harvester to storage or conditioning are also subject to supervision and inspection by the Commissioner. As with harvesting, it is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections.

INTER-COUNTY PERMIT and INTER-STATE TRANSFER of SEED CERTIFICATE

It is the responsibility of the Commissioner to issue or have issued inter-county permits and inter-state transfer of seed certificates for seed moving between counties, states or (rarely) countries.

CONDITIONING

The Commissioner and CCIA must approve of any facility where seed intended for certification is to be conditioned by use of an Application for Certified Seed Conditioning Permit signed annually (July 1) by the operator who agrees to comply with standards, cooperate with the Commissioner and CCIA. The Commissioner or CCIA may inspect the facility at any time.

Approved facilities handling more than an occasional lot of seed for certification are expected to become accredited. This designation involves the appointment of a Certification Representative and less direct supervision by the Commissioner. At the discretion of the Commissioner, the Certification Representative will be responsible for any or all conditioning and related operations, acting as a representative of CCIA and the Commissioner at that facility. Only conditioners with personnel capable of meeting these responsibilities should be designated as Accredited.

CONDITIONER RECORDS

Conditioning records should be available to the Commissioner or CCIA at all times.

BLENDING

A copy of a Certified Seed Blending Permit will be sent to the conditioner and to the Commissioner, when such activity is requested.

SAMPLING

Unless the conditioner has Accredited status, the Commissioner samples seed eligible for certification. The sample should be drawn in the same manner that official samples are drawn (California Seed Law, Section 3872). A Certification Sample Form is required with a sample drawn for certification. CCIA and/or the Commissioner's office must approve any variations in sampling technique.

TAGS (LABELS) AND SEALS

The Commissioner's office and/or the conditioning plant must account for all tags. These tags are sent to the Commissioner for distribution to the conditioning facility. Upon request of the Commissioner, tags will be sent directly to the conditioning facility.

PRETAGGING

Seed eligible for certification may be tagged with the official certification tag at the time of conditioning, before final certification, if supervised by the Agricultural Commissioner and approved by CCIA.

ATTACHMENT B

California Crop Improvement Association Logo





CALIFORNIA CROP IMPROVEMENT ASSOCIATION (CCIA) APPLICATION FOR CERTIFIED SEED CONDITIONING PERMIT

For the Period of July 1, _____ to June 30, _____.

Name of Conditioning Plant: _____

Mailing address: _____

County: _____

Phone Number: _____ Fax Number: _____

Email Address: _____ (Required)

The undersigned hereby applies for permission to condition seed for certification and agrees to the terms below:

1. Responsibility is assumed by the conditioner for maintaining identity of seed lots eligible for certification upon delivery of seed to their conditioning plant.
2. All conditioning (including blending, cleaning, treating, inoculating, and repackaging for any other purpose) must be approved and/or supervised by the Agricultural Commissioner.
3. Seed for certification must be handled at all times in such manner as to maintain identity, prevent mixture, and keep individual lots uniform throughout.
4. Complete, accurate records must be kept of all operations involving certified seed and shall be made available to the CCIA upon request.
5. Conditioner will request required analysis when submitting a seed sample of correct size (see individual crop standards) to a recognized seed laboratory for testing. Conditioner will include a CCIA "Certification Sample Form" along with the sample or submit the following information along with the sample: Seed ID number, Applicant, Conditioner, Crop and Variety, Certification number, Lot number, Weight, and Certified class. Conditioner authorizes the seed laboratory to provide access to the retained portion of this sample to the CCIA for auditing and/or testing.
6. Certification may be maintained on a lot of seed only as long as subsequent tests for labeling data indicate that the seed meets or exceeds the standard (see individual crop standards).
7. The conditioner will comply with the standards, rules and regulations for certified seed, and cooperate fully with the Agricultural Commissioner and with the CCIA.
8. Conditioner accepts responsibility for payment of certification fees. Conditioner will be invoiced by the CCIA monthly. These fees must be paid promptly (within 30 days upon receipt of statement).
9. Conditioner agrees to allow the CCIA to post conditioner contact information on the CCIA web site.
☐ Check box if conditioner **DOES NOT** want information posted on the CCIA web site.
10. Failure to comply with the terms set forth herein shall cause revocation of approval by the CCIA.

Signed _____

(Representative of seed conditioner)

Print Name _____

Approval is recommended:

Signature - Agricultural Commissioner

Applicant is approved:

Signature - California Crop Improvement Association

☐ Applicant is recommended for Accredited Status.

A delegation letter is attached listing the name(s) of person(s) trained and approved to pull official certification samples in accordance with AOSA guidelines.

Submit completed form with signatures to:
California Crop Improvement Association
Parsons Seed Certification Center
University of California, One Shields Avenue
Davis, California 95616-8541

Attachment: Certified Seed Conditioning Permit Form (CA Crop Improvement Assoc Agreement)

SAMPLING PROCEDURES FOR THE INSPECTION OF SEED

(These procedures have been adapted from the AOSCA "Yellow Books")

No matter how accurately an analysis is made, it can only show the quality of the sample submitted. Therefore, every effort should be made to ensure that the sample submitted for testing represents the bulk of the seed to be certified and sold. Whenever possible, samples for testing the uniformity of the seed lot are to be taken in addition to a sample for testing average quality.

All samples for certified seed inspection shall be taken in accordance with the sampling procedures prescribed in the current AOSA Rules for Testing Seed.

1. General Procedures

- a. To secure a representative sample, equal portions shall be taken from evenly distributed parts of the quantity of seed to be sampled. Access shall be had to all parts of that quantity.
- b. For free-flowing seed in bags or bulk, a probe or trier long enough to sample all portions of the bag or bulk shall be used.
- c. Non-free-flowing seed, such as chaffy grass seed, which is difficult to sample with a probe or trier, shall be sampled by thrusting the hand into the bulk and withdrawing representative portions.
- d. As the seed is sampled, each portion shall be examined. If there appears to be a lack of uniformity, the portions shall not be combined but shall be retained separately for laboratory analysis. If the portions appear uniform, they shall be combined to form a composite sample.
- e. Composite samples shall be obtained to determine the quality of a lot of seed, such as the percentages of pure seed, other crop seed, weed seed, inert matter, noxious weed seed, germination, varietal purity, freedom from disease, and effectiveness of seed treatment.

2. Sampling equipment

For sampling seeds in bags, a trier long enough to reach all areas in the bag shall be used. The trier shall be designed so that it will remove an equal volume of seed from each part of the bag through which the trier travels. Unless the trier has partitions in the seed chamber it must be inserted into the bags horizontally. Non-free-flowing seeds that are difficult to sample with a trier shall be sampled by thrusting the hand into the seed and removing representative portions. When a sample is taken with the hand, insert the hand flat and with the fingers together. Keep the fingers together as the hand is closed and withdrawn. Because of possible segregation, hand samples should be taken from various locations in bags or in bulk.

3. Obtaining a "representative sample"

- a. Seed in bags
 - i. When more than one core is drawn from a bag, follow different paths. When more than one handful is taken from a bag, take them from well separated points.
 - ii. For lots of one to six bags, sample each bag and take a total of at least five cores or handfuls.
 - iii. For lots of more than six bags, sample five bags plus at least 10% of the number of bags in the lot. Round numbers with decimals to the nearest whole number. Regardless of the lot size, it is not necessary to sample more than 30 bags.
- Example:

# of bags in lot	7	10	23	50	100	200	300	400
# of bags to sample	6	6	7	10	15	25	30	30

- b. Bulk seed - To obtain a composite sample, take at least as many cores or handfuls as if the same quantity of seed were in bags of an ordinary size. Take the cores or handfuls from well distributed points throughout the bulk.
- c. Seed in small containers - Seed in small containers shall be sampled by taking entire unopened containers in sufficient number to supply a minimum size sample as required in Section 4. The contents of a single container or the combined contents of multiple containers of the same lot shall be considered representative of the entire lot of seed sampled.
- d. Sampling during conditioning
 - i. Automatic mechanical devices may be used to continually or intermittently draw representative samples as a seed lot is conditioned, or
 - ii. Portions of conditioned seed may be drawn intermittently by hand as seed is conditioned to form a composite, representative sample for a seed lot.
- 4. Minimum size of submitted sample
 - a. For composite sample to test for quality - The following are minimum weights for samples of seed to be submitted for purity, germination and noxious weed seed examination to determine eligibility of a seed lot for certification.

[In process of updating minimum samples sizes for each crop]

- b. For individual-bag samples to test for uniformity. The size of any individual-bag sample to determine uniformity in a lot of seed shall be not less than the quantities set out as "Minimum weight for noxious weed seed examination" for the respective kinds of seed listed in AOSA Rules for Testing Seeds. If the Sample drawn is larger than required, it shall be thoroughly mixed before it is divided to the desired size.
- 5. Identification and Forwarding of samples
Before forwarding representative samples for laboratory analysis, the containers of samples shall be completely and properly identified with a Certification Sample Form.
- 6. Seed Testing Procedures
 - a. All seed shall be tested and analyzed in accordance with the procedures prescribed by the most recent edition of "Rules for Testing Seeds" issued by the Association of Official Seed Analysts (AOSA).

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Ned Coe, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval for the Chair of the Board to designate a delegate and alternate to the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) Board of Directors for 2022.

See attached information and designation form.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/5/2021

Phone Number: (530) 949-7018

Email: nedcoe@co.modoc.ca.us

Agenda Item Number: 9.a



Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

CHAIR — MICHAEL KOBSEFF, SISKIYOU COUNTY
VICE CHAIR — LORI PARLIN, EL DORADO COUNTY
EXECUTIVE DIRECTOR — PATRICK BLACKLOCK

TECHNICAL ADVISORY GROUP (TAG)

TAG CHAIR — TEDD WARD, DEL NORTE COUNTY
TAG VICE CHAIR — RACHEL ROSS-DONALDSON, TEHAMA COUNTY
PROGRAM MANAGER — STACI HEATON

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 25, 2021

Re: Designation of the 2022 ESJPA Delegates and Alternates -
ACTION REQUIRED

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2022 will be held on March 10th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA conflict of interest code and file a Form 700.

Please do not hesitate to contact me at pblacklock@rcrcnet.org or Staci Heaton, ESJPA Program Manager, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form

Attachment: ESJPA 2022 MEMO & FORM (ESJPA Designation)



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

Designation of 2022 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)
Board of Directors

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ 1st Alternate: _____

➤ 2nd Alternate: _____

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's conflict of interest code and file a Form 700.

Attachment: ESJPA 2022 MEMO & FORM (ESJPA Designation)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Ned Coe, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Discussion and approval for the Chair of the Board to designate a delegate and alternate Golden State Connect Authority (GSCA) Board of Directors for 2022.

See attached information and designation form.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/5/2021

Phone Number: (530) 949-7018

Email: nedcoe@co.modoc.ca.us

Agenda Item Number: 9.b

To: Members of the GSCA Board of Directors
GSCA Member County CAO's
GSCA Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 25, 2021

Re: Designation of the 2022 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first GSCA Board Meeting of 2022 will be held on January 12th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please note, GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSCA Designation Form

Attachment: GSCA 2022 MEMO & FORM (GSCA Designation)

Designation of 2022 Delegate and Alternate Supervisors for the
Golden State Connect Authority (GSCA) Board of Directors

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ Supervisor _____

AUTHORIZATION

Name, Title: _____

Date: _____

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Ned Coe, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval for the Chair of the Board to designate a delegate and alternate to the Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA) Board of Directors for 2022.

See attached information and designation form.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/5/2021

Phone Number: (530) 949-7018

Email: nedcoe@co.modoc.ca.us

Agenda Item Number: 9.c



To: Members of the RCRC Board of Directors
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 25, 2021

Re: Designation of the 2022 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2022 and Installation of Officers will be held on January 12th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form

Attachment: RCRC 2022 MEMO & FORM (RCRC Designation)



**Designation of 2022 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors**

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ Supervisor _____

AUTHORIZATION

Name, Title: _____

Date: _____



Golden State Finance Authority (GSFA)
 1215 K Street, Suite 1650 · Sacramento, California 95814
 Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

To: Members of the GSFA Board of Directors
 GSFA Member County CAO's
 GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 25, 2021

Re: Designation of the 2022 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2022 will be held on January 12th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
 1215 K Street, Suite 1650
 Sacramento, CA 95814
 Attn: Maggie Chui

Please note, GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form

Attachment: GSFA 2022 MEMO & FORM (RCRC Designation)



**Designation of 2022 Delegate and Alternate Supervisors for
Golden State Finance Authority (GSFA) Board of Directors**

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ Supervisor _____

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSFA's conflict of interest code and file a Form 700.

Attachment: GSFA 2022 MEMO & FORM (RCRC Designation)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Ned Coe, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Discussion and approval for the Chair of the Board to designate a delegate and alternate to the California State Association of Counties (CSAC) Board of Directors for 2022.

See attached information and designation form.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: 1

Minutes Orders Needed: 1

Date Submitted: 11/5/2021

Phone Number: (530) 949-7018

Email: nedcoe@co.modoc.ca.us

Agenda Item Number: 9.d

**OFFICERS****President**

James Gore
Sonoma County

1st Vice President

Ed Valenzuela
Siskiyou County

2nd Vice President

Chuck Washington
Riverside County

Past President

Lisa A. Bartlett
Orange County

**EXECUTIVE DIRECTOR**

Graham Knaus

September 15, 2021

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2021 CSAC Annual Conference will begin on Monday, November 29, 2021. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, December 2, 2021.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2021-2022 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2021-2022 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at kjones@counties.org.

Enclosures

cc: 2020-2021 Board of Directors
Clerks, Board of Supervisors

Attachment: CSAC Board Selection Memo for 2021-22 (CSAC Designation)

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Geri Byrne, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Consideration/Action**

Describe Specific Action Requested or Information to be Discussed:

Requesting approval for the Chair of the Board to sign a tri-county letter from Modoc, Siskiyou and Klamath counties to the Bureau of Reclamation on Klamath Project issues including the distribution of surplus water in Klamath Lake along with the request to coordinate with county government on Klamath Basin water issues.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: No

Minutes Orders Needed: 1

Date Submitted: 11/3/2021

Phone Number: (541) 891-7518

Email: GeriByrne@co.modoc.ca.us

Agenda Item Number: 9.e

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Tex Dowdy, Office of Emergency Services**

Regular or Consent: **Regular**

Kind of Action Requested: **Discussion/Information**

Describe Specific Action Requested or Information to be Discussed:

Discussion on the Public Power Safety Shutoffs (PSPS) within Modoc County.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: None

Minutes Orders Needed: None

Date Submitted: 11/2/2021

Phone Number: Email: tdowdy@modocsheriff.us

Agenda Item Number: 10.a



MODOC COUNTY OFFICE OF EMERGENCY SERVICES

10.a.a

INVITES YOU TO A COMMUNITY LEADERS MEETING ON
PUBLIC SAFETY POWER SHUTOFF IN MODOC COUNTY

**Tuesday,
November 9, 2021
1 PM-3PM**

**Sheriff's Annex
Conference Room**

211 E. First Street
Alturas CA 96101

Modoc County may now be affected by PSPS events. Modoc OES has worked closely with SVE, Pacific Power and PG&E since planned power shutdowns began in California. Bonneville Power Administration has announced that they will be shutting down power on some red flag warning events. This is what feeds our Pacific Power and SVE lines. There is no way to back fill the power if shut down.

Please join us for a meeting of the minds to prepare for such an event. We will be assessing community needs, strategizing marketing and creating a plan for the future. Learn more about the Public Safety Power Shutdown protocol and Bonneville Power Administration, SVE, Pacific Power and PG&E will be attending to answer questions and assist in the response.



**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Chester Robertson, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Discussion/Information**

Describe Specific Action Requested or Information to be Discussed:

Update to Board of Supervisors regarding Covid-19 statistics for Modoc County.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: None

Minutes Orders Needed: None

Date Submitted: 11/4/2021

Phone Number: 530-233-7660

Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number: 11.a

**MODOC COUNTY BOARD OF SUPERVISORS
AGENDA REQUEST FORM**

Date of Meeting for Which Item is Requested: **November 9, 2021**

Name of Requesting Party or Entity: **Chester Robertson, Board of Supervisors**

Regular or Consent: **Regular**

Kind of Action Requested: **Closed Session**

Describe Specific Action Requested or Information to be Discussed:

Pursuant to CA Government Code 54957; Performance Evaluation; Title: County Administrative Officer.

Budget Affected: No

Clerk's Instructions:

Certified Copies Needed: No

Minutes Orders Needed: No

Date Submitted: 11/4/2021

Phone Number: 530-233-7660

Email: ChesterRobertson@co.modoc.ca.us

Agenda Item Number: 13.a