



RESOLUTION No. 25-486

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION RESCINDING RESOLUTION NO. 25-186 AND APPROVING AMENDMENT NO. 1A TO THE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND PARATRANSIT SERVICES FOR THE MANAGEMENT AND OPERATION OF SPECIALIZED PARATRANSIT SERVICES IN WESTERN NEVADA COUNTY – DISTRICTS I, II, III, IV

WHEREAS, on May 27, 2025, the Nevada County Board of Supervisors approved Amendment No. 1 to the agreement between the County and Paratransit Services for the management and operation of specialized paratransit services; and

WHEREAS, subsequently, Paratransit Services responded with proposed changes to that amendment; and

WHEREAS, the Amendment No. 1 approved by the Board of Supervisors on May 27, 2025, was never signed by Paratransit Services or the County of Nevada; and

WHEREAS, a new Amendment No. 1A has been agreed to between Paratransit Services and the County of Nevada; and

WHEREAS, on September 27, 2022, the Nevada County Board of Supervisors adopted Resolution No. 22-507, approving a five-year contract with Paratransit Services for the Management and Operation of Specialized Paratransit Services in Western Nevada County that began on October 1, 2022, and will expire on June 30, 2027; and

WHEREAS, the Paratransit Services contract Exhibit C requires that the Contractor provide specified insurance coverage to maintain the contract; and

WHEREAS, on January 16, 2025, Paratransit Services notified the Transit Services Division Manager via letter that, due to unforeseen circumstances, they are no longer able to insure the Nevada County Now paratransit revenue fleet; and

WHEREAS, Paratransit Services requests that the County assume insurance coverage for the Nevada County Now Paratransit revenue fleet; and

WHEREAS, the Transit Services Division received acceptable quotes from the current Nevada County Connects fixed route insurance pool, California Transit Indemnity Pool (Cal-TIP); and

WHEREAS, Nevada County and Paratransit Services wish to amend the contract to acknowledge that Nevada County assumes responsibility for Liability and Vehicle Physical Damages insurance services for the paratransit revenue fleet; and

WHEREAS, Nevada County and Paratransit Services wish to amend the contract by reducing the monthly fixed rate fee of the FY2025-26 service year by \$8,231 per month (\$98,772 annually), effective November 1, 2025, and the FY2026-27 monthly fixed rate fee by \$8,478 per month (\$101,736 annually); and

WHEREAS there is sufficient budget available in the proposed FY 2025-26 Transit Services budget in account 4281-91003-707-1000/521520 to fund the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Rescinds Resolution 25-186.
2. Approves the attached Amendment No. 1A, which repeals and replaces Exhibit B: Schedule of Charges and Payments to decrease the Paratransit Services' monthly fixed rate fee for FY2025-26 by \$8,231 per month (\$98,772 for the fiscal year) effective November 1, 2025, and the FY2026-27 monthly fixed rate fee by \$8,478 per month (\$101,736 for the fiscal year), repeals and replaces Exhibit C Insurance Requirements, and adds Exhibit D list of Fleet Vehicles.
3. Authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County Amendment No. 1A between Nevada County and Paratransit Services.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of October 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

AMENDMENT NO. 1A

PARATRANSIT SERVICES CONTRACT

THIS AMENDMENT NO. 1A is executed this 14th day of October 2025, by and between PARATRANSIT SERVICES and COUNTY OF NEVADA. Said Amendment will amend the prior Agreement between the parties entitled Personal Services Contract between County of Nevada and Paratransit Services for the Management and Operation of Specialized Paratransit Services in Western Nevada County, executed on September 27, 2022, by Resolution No. 22-507.

WHEREAS, the Nevada County Board of Supervisors adopted Resolution 25-186 on May 27, 2025, which proposed to adopt a draft Amendment No. 1 to the Agreement between the parties entitled Personal Services Contract between County of Nevada and Paratransit Services for Management and Operation of Specialized Paratransit Services in Western Nevada County; and

WHEREAS, although Resolution 25-186 was adopted, the draft Amendment No. 1 was never formally executed by either of the parties and circumstances have since changed that warrant additional changes to the proposed terms; and

WHEREAS, the parties now wish to formally amend the Agreement between the parties to include modified additional terms; and

WHEREAS, no amendments have yet formally been executed between the parties, and this will be the first executed amendment, and so as to add clarification, this amendment shall be titled Amendment No. 1A.

NOW, THEREFORE, by and for mutual consideration, the parties hereto agree as follows:

1. **Exhibit B** of the agreement is hereby repealed and replaced, and amended to reduce the monthly fixed rate fee for FY25-26 by \$8,231 per month from \$80,216 to \$71,985, effective November 1, 2025, and FY26-27 by \$8,478 per month (\$101,736 annually) from \$82,624 to \$74,146, attached hereto and incorporated by reference.
2. **Exhibit C** of the agreement is hereby repealed and replaced, and amended to name Paratransit Services as an additional insured on County provided vehicle liability and vehicle physical damages coverages, attached hereto and incorporated by reference.

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3. Effective June 1, 2025, the County will assume responsibility for providing vehicle liability and vehicle physical damages insurance for the paratransit service revenue vehicle fleet as shown in **Exhibit D**, attached hereto and incorporated herein by reference.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

PARATRANSIT SERVICES

By: Heidi Hall

HONORABLE HEIDI HALL
Chair, Board of Supervisors

By : Christie Scheffer
Christie Scheffer
EVP/COO

ATTEST:

By: Shirley Patterson
Clerk of the Board of Supervisors

AMENDMENT 1A – REVISED EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below.

A.	Cost Proposal	Year 1 FY 22/23	Year 2 FY 23/24	Year 3 FY 24/25	Year 4 FY 25/26	Year 4 Adj. FY 25/26	Year 5 Adj. FY 26/27
					July 1 - Oct 31	Nov. 1 - June 30	
	CPI Calculation		3.0%	3.0%	3.0%	3.0%	3.0%
Service Level		18,400	18,400	18,400	18,400	18,400	18,400
	Vehicle Revenue Service Hours	Hours ±5%	Hours ±5%	Hours ±5%	Hours ±5%	Hours ±5%	Hours ±5%
	Price Formula						
	Fixed Hourly Rate	\$ 49.19	\$ 50.65	\$ 52.16	\$ 53.71	\$ 48.20	\$ 49.65
	Fixed Monthly Rate	\$ 73,407.49	\$ 75,610	\$ 77,880	\$ 80,216	\$ 71,985	\$ 74,146
	Calculation for Annual Maximum Obligation						
	Fixed Hourly Rate X Vehicle Revenue Hours	\$ 905,096.00	\$ 931,960.00	\$ 959,744.00	\$ 411,776.67	\$ 517,346.67	\$ 913,560.00
	Fixed Monthly Rate X 12 Months	\$ 880,889.88	\$ 907,320.00	\$ 934,560.00	\$ 401,080.00	\$ 503,895.00	\$ 889,752.00
	TOTAL ANNUAL MAXIMUM OBLIGATION	\$ 1,785,985.88	\$ 1,839,280.00	\$ 1,894,304.00	\$ 812,856.67	\$ 1,021,241.67	\$ 1,803,312.00

The charges and payments for furnishing the aforesaid services under this Contract shall be based on two separate unit prices; a fixed hourly rate per vehicle revenue hour and a fixed monthly rate. The fixed hourly rate and fixed monthly rate annual increases are to be based on the annual (CPI) California Consumer Price Index, California Department of Industrial Relations, Division of Labor Research, All Urban Consumers, for the most recent available twelve-month period prior to each scheduled increase in an amount of not less than one percent (1%), with a cap of three percent (3%) annually.

The County and Contractor reserve the right to review the fixed hourly rate or fixed monthly rate on an annual basis to discuss possible cost efficiencies and cost savings and/or to consider an opener of the CPI increase if it increases beyond the 3% cap.

The terms of the contracted specialized paratransit services and fixed hourly rate shall not be impacted by a reduction of vehicle service hours due to decreased funding or an increase of vehicle service hours due to the potential award of additional funding up to five percent (5%) either direction.

Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

Payment Schedule: Contractor shall submit invoices on a monthly basis.

Invoices

Contractor shall submit an invoice, to Transit Services Division, no later than the fifth working day of each month, for services rendered pursuant to this agreement during the previous calendar month. Invoices will document the number of vehicle revenue service hours provided pursuant to this agreement, fares collected during the prior month and the agreed upon fixed monthly rate. All passenger fares collected by Contractor and/or any other funds owed by Contractor to County shall be netted against said invoice of payment by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County
Transit Services Division
Address: 12350 La Barr Meadows Rd.
City, St, Zip Grass Valley, CA 95949
Attn: Elizabeth (Liz) Nielsen
Email:
elizabeth.nielsen@nevadacountyca.gov
Phone: 530-470-2820

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below (*or in the Scope of Work, or other agreeable interval*).

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

AMENDMENT NO. 1A

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Auto Liability:** The County will include Paratransit Services as an additional insured under its auto liability policy and will maintain vehicle property damage coverage for the County-owned paratransit fleet.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying

Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified

copies of all required insurance policies, including endorsements required by these specifications, at any time.

11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D – PARATRANSIT SERVICE REVENUE FLEET VEHICLES

County Vehicle #	Contractor	Vehicle #	Type	Make	Model	Year	Amb	WC	Owner	Maintenance	VIN
27381	22	Van	Ford	V-350	2018	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW2CM4JKB47378	
27382	23	Van	Ford	V-350	2018	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW2CM6JKB47379	
27383	24	Van	Ford	V-350	2018	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW2CM2JKB47377	
27384	25	Van	Ford	V-350	2018	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW2CM0JKB47376	
27601	26	Van	Ford	V-350	2021	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW3X82MIKA91500	
27602	27	Van	Ford	V-350	2021	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW3X82MIKA95149	
27641	28	Van	Ford	V-350	2022	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW3X82NKA20671	
27642	29	Van	Ford	V-350	2022	7	2	County - PS Leased	Ford Maintenance Plan	1FTBW3X84NKA20672	
14	14	Cutaway	Ford	E450	2022	14	2	County - PS Leased	Ford Maintenance Plan	1DFE4FN4PDD18918	
Awaiting Assignment		Cutaway	Ford	E450	2025	14	2	County - PS Leased	Ford Maintenance Plan	1DFE4FN6SDD16581	
Awaiting Assignment		Cutaway	Ford	E450	2025	14	2	County - PS Leased	Ford Maintenance Plan	1DFE4FNXSDD16583	
7	7	Bus	Ford	E350	2013	8	2	Paratransit Services	Paratransit Services	1FDEE3FL4DDA72694	
10	10	Bus	Ford	E450	2013	10	2	Paratransit Services	Paratransit Services	1DFE4FS9DDA62826	
11	11	Bus	Ford	E450	2013	10	2	Paratransit Services	Paratransit Services	1DFE4FS7DDA62825	
13	13	Bus	Ford	E450	2013	14	2	Paratransit Services	Paratransit Services	1DFE4FS0DDA62827	
1	1	SUV	Ford	Explorer	2008	5	0	Paratransit Services	Paratransit Services	1FMEU73E98UB29221	