



**Board of Supervisors**

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING**

**JULY 2, 2024 TO BE HELD AT 10:00 AM**

**520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## **Live Stream of Meeting**

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

## **ZOOM Participation**

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

[Public@countyofplumas.com](mailto:Public@countyofplumas.com)

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

## **PUBLIC COMMENT OPPORTUNITY**

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

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. UPDATES AND REPORTS**

#### **A. 2021 WILDFIRE RECOVERY OPERATIONS**

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

- 1) Rick Roberti, ADHOC Cattlemen's Association Update; discussion and possible action.

#### **B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT**

Report and update on Dixie Fire Business and Economic Recovery efforts.

- 1) Request the Board of Supervisors to grant approval for Clint Koble of Plumas County, CA, to initiate a "Plumas County Land Bank Pledge" to gauge community interest and potential land transfers before moving to a formal structure. This initiative aims to manage and re-purpose vacant, abandoned, and tax-delinquent properties for community and economic development.

**C. US FOREST SERVICE**

Report and update.

- 1) Carry-over discussion from June 25, 2024, at the request of the Board Chair

**D. MUNIS HR/PAYROLL MODULE UPDATE**

Report and update on Pentamation, Tyler/Munis software migration and efforts.

**E. COUNTY TREASURER'S REPORT**

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

**F. FINANCIAL/AUDIT REPORT**

Report from County Departments regarding the County's Financial and audit status.

**G. PRESENTATION:** Receive a presentation from Jesse Mazar, Executive Director Lost Sierra Food Project

**2. CONSENT AGENDA**

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

**A. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County HIV/AIDS Foundation to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$9,400.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Datarails Inc. for FinanceOS Financial Planning and Analysis Platform subscription; effective April 15, 2024; not to exceed \$87,040.00; (No General Fund Impact) (Future of Public Health); approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Feather River Community College District, Public Health Clinic will provide Health Care Services to Feather River Community College students; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 5) Approve and authorize Plumas County Public Health Agency to recruit and fill, funded, Extra-help Administrative Assistant I/II; (No General Fund Impact) Realignment Funds.

**B. PROBATION**

- 1) Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Probation and Ing Consulting inc. dba Ing Counseling, a Nevada Corporation, to raise the Not To Exceed (NTE) amount to \$14,000.00 and extending the contract duration from March 1, 2024, to June 30, 2025; No General Fund Impact, contract to be paid out of state juvenile grant funding; approved as to form by County Counsel.

### **C. SHERIFF'S OFFICE**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Susanville Dental Care to provide dental services for inmates at Plumas County Correctional Facilities; effective July 1, 2024; not to exceed \$75,000.00; (General Fund Impact) as requested in FY24/25 budget (70380 / 521980); approved as to form by County Counsel.

### **D. SOCIAL SERVICES**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Jump Technology Services for Adult Protective Service Software Program; effective July 1, 2024; not to exceed \$10,017.00; (No General Fund Impact) State funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign and ratify an agreement between Plumas County Department of Social Services and Nola Brantley, a sole proprietor, doing business as Nola Brantley Speaks!; effective July 1, 2024 to December 31, 2024; not to exceed \$15,000.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

### **E. FACILITY SERVICES**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and CreteCraft Concrete Construction for ADA upgrades at Gansner Park; Completion Date October 31 2024; not to exceed \$26,216.00; (No General Fund Impact) Project is paid for by Prop68 2018 parks bond act per capita; approved as to form by County Counsel.

### **F. PUBLIC WORKS/ROAD**

- 1) Approve and authorize the Chair to sign First Amendment to Agreement between the County of Plumas and Gridley Country Ford for heavy equipment repairs; increasing compensation by \$21,000.00; (No General Fund Impact); approved as to form by County Counsel.

### **G. BEHAVIORAL HEALTH**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District serving mental health awareness and suicide prevention; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact) Mental Health Services Act funds; approved as to form by County Counsel.

### **H. LIBRARY**

- 1) Approve a one-day closure of the Chester Branch Library to allow branch staff to attend a required Trindel CPR/AED training at the Quincy Library on July 9th, 2024.

## **3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

### **A. ADJOURN AS THE BOARD OF SUPERVISORS**

### **B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA**

- 1) Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Manager Beckwourth CSA and Adopt **Resolution** to Designate the Authorize Representative; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action. **Roll call vote.**

### **C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

**D. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD**

- 1) Approve and authorize Chair to sign Agreement between Plumas County, a political subdivision of the State of California, by and through WALKER RANCH COMMUNITY SERVICES DISTRICT (WRCSD) and Sierra Water Management, Inc. for water and sewer system operations; effective July 1, 2024; not to exceed (\$330,000.00); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**E. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD**

**F. CONVENE AS FLOOD CONTROL & CONSERVATION DISTRICT**

- 1) Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and California Cattlemen's Association Foundation on behalf of Taylorsville Mill Race Group; effective July 2, 2024; not to exceed \$513,070; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**G. ADJOURN AS FLOOD CONTROL & CONSERVATION DISTRICT AND RECONVENE AS THE BOARD OF SUPERVIORS**

**4. DEPARTMENTAL MATTERS**

**A. OFFICE OF EMERGENCY SERVICES - Travis Goings**

- 1) Adopt **RESOLUTION** Designation of Applicant's Agent Resolution for Non-State Agencies; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.  
**Roll call vote**

**B. BEHAVIORAL HEALTH - Sharon Sousa**

- 1) Approve and authorize supplemental budget transfer(s) of \$350,000.00 from 0014010/10100 Cash-Balance to Expense Accounts to cover the over-budget costs in professional services line item; (No General Fund Impact) approved by Auditor/Controller. **Four/Fifths roll call vote**

**C. LIBRARY - Dora Mitchell**

- 1) Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) grant funds received from California Library Literacy Services will cover this position.
- 2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Library and Crescent Country Antiques for parking space; effective July 2, 2024; not to exceed (no monetary compensation); (No General Fund Impact) (no funds required); approved as to form by County Counsel.

**D. INFORMATION TECHNOLOGY - Gregory Ellingson**

- 1) Approve and authorize Plumas County Information Technology to pay CDW-G, a non-contract invoice in the amount of Ninety Five Thousand, Six Hundred Six Dollars and Ninety Six Cents (\$95,606.96) for VOIP Firewalls between the County and the State to provide services to Social Services (\$5010.18), primary and secondary firewall replacements for the County network (\$12,978.78) and 5-year Meraki licensing for continued service of the County network (77,618.00); (General Fund Impact) use of budget line item (2022052/529851), \$17,988.96 of which will be covered by I.T. ARPA funds; discussion and possible action.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective 7/2/2024 through 7/1/2027 (3-year contract); not to exceed One Hundred and Nine Thousand, Four Hundred and Four Dollars (\$109,404); (General Fund Impact) as requested in FY24/25 budget (2022052/520203); approved as to form by County Counsel (2021 MSA).

**E. SOLID WASTE - Sean Graham**

- 1) Adopt Resolution: A **RESOLUTION** ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL); No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**
- 2) Adopt a **RESOLUTION**: RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL). No General Fund impact. Approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

**5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO**

- A. County Administrative Officer's Report

**6. BOARD OF SUPERVISORS**

- A. Receive Grand Jury Report, State Controller's Office; discussion and possible direction to staff.

**B. CORRESPONDENCE**

**C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS**

**7. CLOSED SESSION**

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

- A. Personnel: Public Employee Performance Evaluation - Information Technology Director (Board Only)
- B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (2 cases).

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

**8. ADJOURNMENT**

Adjourned meeting to Tuesday, July 9, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Dwight Ceresola, Supervisor - District 1  
**MEETING DATE:** July 2, 2024  
**SUBJECT:** Rick Roberti, ADHOC Cattlemen's Association Update; discussion and possible action.

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**Recommendation:**

**Background and Discussion:**

**Action:**

**Fiscal Impact:**

**Attachments:**

None



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** July 2, 2024

**SUBJECT:** Request the Board of Supervisors to grant approval for Clint Koble of Plumas County, CA, to initiate a "Plumas County Land Bank Pledge" to gauge community interest and potential land transfers before moving to a formal structure. This initiative aims to manage and re-purpose vacant, abandoned, and tax-delinquent properties for community and economic development.

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**Recommendation:**

Request the Board of Supervisors to grant approval for Clint Koble of Plumas County, CA, to initiate a "Plumas County Land Bank Pledge" to gauge community interest and potential land transfers before moving to a formal structure. This initiative aims to manage and re-purpose vacant, abandoned, and tax-delinquent properties for community and economic development.

**Background and Discussion:**

Creating a Land Bank in Plumas County could be a significant step towards revitalizing and utilizing vacant and delinquent properties for community development, particularly as part of the recovery efforts from the Dixie Fire. Currently, no such program exists in Plumas County, leaving a gap in our community's ability to effectively manage and leverage underutilized properties for economic growth.

The Land Bank initiative is proposed at a crucial time as Plumas County faces significant economic challenges exacerbated by the Dixie Fire. These challenges include a decline in population and economic activity, creating an urgent need for innovative solutions like the Land Bank to stimulate development and attract new residents and businesses.

**Action:**

Request the Board of Supervisors to grant approval for Clint Koble of Plumas County, CA, to initiate a "Plumas County Land Bank Pledge" to gauge community interest and potential land transfers before moving to a formal structure. This initiative aims to manage and re-purpose vacant, abandoned, and tax-delinquent properties for community and economic development.

**Fiscal Impact:**

No General Fund Impact

**Attachments:**

1. PC Land Bank Final

**RECOMMENDATION:**

Request the Board of Supervisors to grant approval for Clint Koble of Plumas County, CA, to initiate a "Plumas County Land Bank Pledge" to gauge community interest and potential land transfers before moving to a formal structure. This initiative aims to manage and repurpose vacant, abandoned, and tax-delinquent properties for community and economic development.

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**TO:** The Honorable Board of Supervisors

**FROM:** Clint Koble, Indian Valley Innovation Hub

**DATE:** Monday June 23, 2024

**SUBJECT:** Request to Initiate a Plumas County Land Bank Pledge

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**Background and Discussion:**

Creating a Land Bank in Plumas County could be a significant step towards revitalizing and utilizing vacant and delinquent properties for community development, particularly as part of the recovery efforts from the Dixie Fire. Currently, no such program exists in Plumas County, leaving a gap in our community's ability to effectively manage and leverage underutilized properties for economic growth.

The Land Bank initiative is proposed at a crucial time as Plumas County faces significant economic challenges exacerbated by the Dixie Fire. These challenges include a decline in population and economic activity, creating an urgent need for innovative solutions like the Land Bank to stimulate development and attract new residents and businesses.

**Timeliness:**

The proposal is timely as it addresses immediate and long-standing economic challenges in Plumas County. Implementing the Land Bank Pledge will enable the community to begin the groundwork for a more structured approach to property management and development, which is essential for our long-term recovery and resilience.

**Financial Impact:**

There could be no financial impact to the County if no County properties are involved. However, the Board of Supervisors may elect to transfer some delinquent properties to the Land Bank at their discretion, which could further enhance the initiative's impact without significant financial outlay.

**Previous Consideration by the Board of Supervisors:**

To the best of my knowledge, no similar action has been previously considered by the Board.

**Additional Information:**

The Land Bank concept represents a proactive approach to building stronger and more resilient communities in Plumas County. It facilitates a transfer of wealth back to the community by allowing property owners to contribute to the county's development. This not only helps in managing the properties but also aids in fostering a sense of community and shared progress.

## **The Plumas County Land Bank**

**Presented by:** Clint Koble

**Sponsored by:** Indian Valley Innovation HUB

Following the devastating impacts of the Dixie Fire in August 2021, there is a pressing need to rebuild and strengthen our communities and local economies. The Comprehensive Economic Development Strategy (CEDS) presented to the Plumas County Board of Supervisors on June 18, 2024, outlines a commitment to resilience and recovery. Plumas County's economic revitalization rests on three pillars:

1. Affordable and accessible housing
2. Good-paying jobs
3. Adequate infrastructure that supports commerce and creates a conducive business environment

The establishment of a Land Bank in Plumas County is proposed as a transformative step towards leveraging vacant, abandoned, and tax-delinquent properties for community and economic development. This initiative not only aims to facilitate property transfer at reduced costs but also aligns with our community's desire to foster a legacy of prosperity and enjoyment similar to that which previous generations have experienced. Importantly, the Land Bank serves as an excellent incentive for local and external investors to actively participate in and contribute to Plumas County's economic growth. By providing a structured and beneficial way to manage and repurpose underutilized properties, the Land Bank aims to attract investments that bolster our economic pillars, contributing to the potential for a more sustainable and prosperous future for all residents.

# The Plumas County Land Bank

## Executive Summary

**Objective:** Establish the Plumas County Land Bank to manage and repurpose vacant, abandoned, tax-delinquent, and donated properties for community and business development, thereby converting these underutilized resources into catalysts for economic growth and community enhancement.

**Strategy:** Implement a Land Bank Pledge System to gauge community interest in land donations and transfers, fostering a non-binding yet strategic approach to property management before the formal establishment of the Land Bank.

### **Actions:**

- **Land Bank Pledge Launch:** Start a campaign on July 2, 2024, to collect pledges for land donations, assessing potential inventory and resource needs for operationalization.
- **Community Engagement:** Conduct workshops and public meetings through partnerships with local organizations to educate about and promote the benefits of the Land Bank.
- **Legal Framework Development:** Collaborate with legal experts to draft bylaws and operational guidelines in compliance with all applicable laws.

### **Expected Outcomes:**

- Increase the availability of land for residential, community, and commercial development.
- Improve property values and enhance community aesthetics.
- Stimulate economic growth, attract young families and entrepreneurs, and reverse population decline trends.

## Outline of Draft Bylaws for the Plumas County Land Bank

### **Purpose:**

Manage and repurpose properties efficiently to support community and business development.

### **Governance:**

The Land Bank shall be governed by a Board of Directors consisting of community leaders, legal experts, real estate professionals, and local government representatives.

### **Membership:**

- Term: Three years
- Composition: Reflective of community diversity and professional expertise

### **Meetings:**

- Frequency: Quarterly and as needed
- Open to the public

### **Transparency and Ethics:**

- Maintain public transparency in all operations and decisions
- Bylaws amendable post-public consultation
- Meeting minutes will be provided to the Plumas County Board of Supervisors and CAO. They will be posted on the Indian Valley Innovation Hub website on a regular basis.

### **Board Composition:**

- **Real Estate Expert:** To provide insight on property management and development, in addition to communicating to landowners the opportunity of a Land Bank Pledge.
- **Legal Advisor:** To ensure all operations adhere to legal standards and to assist in drafting and recording the Bylaws.
- **Local Government Official:** To represent and protect the interests of Plumas County and to facilitate integration with existing policies.

- **Community Leader:** To represent the voice of residents and former residents and to ensure community needs and values are prioritized.
- **Financial Advisor:** To oversee financial management and sustainability of the Plumas County Land Bank.

**Call to Action:**

If you are passionate about rebuilding and reimagining the future of Plumas County, consider contributing your expertise by serving on the Plumas County Land Bank Board. Together, we can lay a strong foundation for a prosperous, resilient community.

**Submitted by:**

Clint Koble: 3606 Park Hill Drive, Hamilton Branch, CA, 96137.

Board Member: Indian Valley Innovation HUB

[Clint.koble@gmail.com](mailto:Clint.koble@gmail.com); (530) 375-0126



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** July 2, 2024

**SUBJECT:** Carry-over discussion from June 25, 2024, at the request of the Board Chair

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**Recommendation:**

Carry-over discussion from June 25, 2024, at the request of the Board Chair

**Background and Discussion:**

Carry-over discussion from June 25, 2024, at the request of the Board Chair

**Action:**

Carry-over discussion from June 25, 2024, at the request of the Board Chair

**Fiscal Impact:**

No General Fund Impact, discussion only.

**Attachments:**

None



**PLUMAS COUNTY  
CLERK OF THE BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Allen Hiskey, Clerk of the Board  
**MEETING DATE:** July 2, 2024  
**SUBJECT:** PRESENTATION: Receive a presentation from Jesse Mazar, Executive Director Lost Sierra Food Project

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**Recommendation:**

PRESENTATION: Receive a presentation from Jesse Mazar, Executive Director Lost Sierra Food Project

**Background and Discussion:**

PRESENTATION: Receive a presentation from Jesse Mazar, Executive Director Lost Sierra Food Project

**Action:**

PRESENTATION: Receive a presentation from Jesse Mazar, Executive Director Lost Sierra Food Project

**Fiscal Impact:**

No General Fund Impact, presentation only.

**Attachments:**

None



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County HIV/AIDS Foundation to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$9,400.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign the following service agreement with Siskiyou County HIV/AIDS Foundation related to the Ryan White Part C Program for Fiscal Year 2024- 2025; in the amount of \$9,400.00 beginning April 1, 2024, and ending March 31, 2025.

**Background and Discussion:**

As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county regions of Modoc, Sierra, Lassen, Plumas, and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five-county regions for the Ryan White Program.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five-county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling, and nutritional supplements.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Siskiyou County HIV/AIDS Foundation to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed \$9,400.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (RW Part C)

**Attachments:**

1. PARTC2425SCAF

**Award Information**

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006.

1. Federal Award Identification: 6H76HA01696-20-02
2. Federal Award Identification Number (FAIN): H7601696
3. CFDA Number and Name: 93.918, RWPARTC

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Siskiyou County HIV/AIDS Foundation, a California non-profit Corporation (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.
  - a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.
    1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.
3. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Nine Thousand Four Hundred Dollars (\$9,400.00).
4. Term. The term of this agreement shall be from April 1, 2024, through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby



COUNTY INITIALS

- 1 -

SUBCONTRACTOR INITIALS M

ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

5. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
6. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
7. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined

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by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

10. Insurance. Subcontractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Subcontractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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vi. To the extent that Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

12. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their

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operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.

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

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

County:

Public Health Agency  
County of Plumas  
270 County Hospital Road, Suite 206  
Quincy, CA 95971  
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Siskiyou County HIV/AIDS Foundation  
P.O. Box 1388  
Yreka, CA 96097  
Attention: Mark Mitchinson, Chairperson

24. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

25. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

26. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

27. Suspension and Debarment. The County does not employ vendors or Subcontractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subcontractor is required to verify that none of the Subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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- b. The Subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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PARTC2425SCAF

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

EXHIBIT	TITLE	PAGE
A	Scope of Work	10
B	Fee Schedule	11
B-1	Subcontractor Budget	12
Attachment 1	Business Associate Agreement	13-19
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	20
Attachment 3	Darfur Contracting Act	21
Attachment 4	Subcontractor Certification Clause	22
C	General Terms and Conditions	23-26
D(F)	Special Terms and Conditions with Attachments 1 & 2	27-53
E	Additional Provisions	54-55
G	Information Privacy and Security Requirements with Attachment 1	56-66

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

**SUBCONTRACTOR:**

Siskiyou County HIV/AIDS Foundation, a California non-profit Corporation

By: Mark Mitchinson  
Mark Mitchinson  
Chairperson  
Date signed:

By: Liz Hockaday  
Liz Hockaday  
Board Member  
Date Signed:

**COUNTY:**

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

County of Plumas, a political subdivision of the State of California  
By: Nicole Reinert  
Nicole Reinert,  
Director, Public Health Agency  
Date signed:

By: \_\_\_\_\_  
Greg Hagwood  
Chair, Plumas County Board of Supervisors  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Allen Hiskey  
Clerk of the Board  
Date signed:

Approved as to form:  
Craig Settlemire  
Craig Settlemire  
Counsel

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**EXHIBIT A**

**Scope of Work**

Subcontractor will provide targeted outreach services to high-risk individuals in Siskiyou County, to bring them into HIV testing and counseling and treatment and care services with the goal of providing 150 high-risk individuals in Siskiyou County with HIV testing and counseling services. These outreach and testing services will be provided by a certified counselor to individuals at local high-risk environments.

**Ryan White Required Services: Outreach, Health Education/Risk Reduction**

1. Subcontractor shall develop the content for, and publish, "Prevention with Positives" newsletters, distributed bi-monthly.
2. Subcontractor shall invoice for, and County shall reimburse, the actual cost of labor and materials incurred by Subcontractor to produce the newsletter. The invoices shall be in accordance with Exhibit B and B-1 of this Agreement.

**Reporting and Performance Requirements:**

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A. Provide quarterly reporting of the number of high-risk tests and narrative on outreach activities of high-risk community.
- B. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.
  - a. Final invoices for Quarter 4 submitted by April 15<sup>th</sup>.
- C. Bi-annual attendance at MCHAC meetings and report on the program.

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**EXHIBIT B**

**Fee Schedule**

**Invoicing and Payments: Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this service agreement.

**1. Invoice(s) Shall:**

- a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
- b. Bear the Subcontractor's name and Agreement Number.
- c. Identify the billing and/or performance period covered on the invoice.
- d. Include services that were not covered by Medi-Cal or private insurance.
- e. Include dates of services, client name/number, services provided and cost of service.

**2. Invoice(s) Schedule:**

<b>Invoice</b>	<b>Invoice Period</b>	<b>Due Dates</b>
First Quarter	April 1st – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15 <sup>th</sup>
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on March 30<sup>th</sup> will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Nine Thousand Four Hundred Dollars (\$9,400).

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**EXHIBIT B-1**

## BUDGET

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 3<sup>rd</sup> quarter, the program director will coordinate a meeting with the subcontractor to discuss the spend-down plan for the remainder of the fiscal year. If County and subcontractor are not able to come up with a plan for the subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

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**ATTACHMENT 1**  
**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Siskiyou County HIV/AIDS Foundation, a California non-profit Corporation, referred to herein as Business Associate ("BA"), dated April 1, 2024.

**RECITALS**

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

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

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

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

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

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f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected

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Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

**c. Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

**d. Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including Consultants, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

**h. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information

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maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or Consultants) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity

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or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### 3. Termination

**a.. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

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**5. Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

**6. Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Consultant, employee or agent is named adverse party.

**8. No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be

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SUBCONTRACTOR INITIALS 

resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: NR

Date: 5/30/24

BUSINESS ASSOCIATE

Siskiyou County HIV/AIDS Foundation, a California non-profit Corporation

Name: Mark Mitchinson

Title: Chairperson

Signature: Mark Mitchinson

Date: 05/31/2024

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ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health  
Office of AIDS

**Agreement by Employee/Contractor to Comply with Confidentiality Requirements**

*Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure*

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

*Employee Confidentiality Pledge*

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

MARK MITCHINSON

Employee name (print)

Mark Mitchinson

Employee Signature

05/31/2024

Date

Liz Hockett

Supervisor name (print)

Liz Hockett

Supervisor Signature

05/31/2024

Date

SISKIYOU COUNTY HIV/AIDS FOUNDATION

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 6689 (Revised 10/12)

## ATTACHMENT 3

**Darfur Contracting Act**

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following three paragraphs** and complete the certification below:

1. **MM**  
Initials      We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2. **MM**  
Initials      We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

**OR**

3. **MM**  
Initials      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	Federal ID Number
SISKIYOU COUNTY HIV/AIDS FOUNDATION	68-0330770
By (Authorized Signature)	
<i>Mark Hutchinson</i>	
Printed Name and Title of Person Signing	
MARK HUTCHINSON CHAIRPERSON	
Date Executed	Executed in the County and State of
05/31/2024	SISKIYOU COUNTY, CALIFORNIA

ATTACHMENT 4

# Subcontractor Certification Clause

CCC 307

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
SISKIYOU COUNTY HIV/AIDS FOUNDATION	

68-0330770

By (Authorized Signature)

Mark Mitchinson

Printed Name and Title of Person Signing

MARK MITCHINSON CHAIRPERSON

Date Executed	Executed in the County of
05/31/2024	SISKIYOU

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs;and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### **DOMESTIC PARTNERS:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### **GENDER IDENTITY:**

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

#### **CONFLICT OF INTEREST:**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
  - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
  - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

**RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all contractors that are not another state agency or other government entity.

### **Special Terms and Conditions**

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

### **Index of Special Terms and Conditions**

1. Federal Equal Employment Opportunity Requirements	19. Novation Requirements
2. Travel and Per Diem Reimbursement	20. Debarment and Suspension Certification
3. Procurement Rules	21. Smoke-Free Workplace Certification
4. Equipment Ownership / Inventory / Disposition	22. Covenant Against Contingent Fees
5. Subcontract Requirements	23. Payment Withholds
6. Income Restrictions	24. Performance Evaluation
7. Audit and Record Retention	25. Officials Not to Benefit
8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
10. Termination	28. Use of Small, Minority Owned and Women's Businesses
11. Intellectual Property Rights	29. Alien Ineligibility Certification
12. Air or Water Pollution Requirements	30. Union Organizing
13. Prior Approval of Training Seminars, Workshops or Conferences	31. Contract Uniformity (Fringe Benefit Allowability)
14. Confidentiality of Information	32. Suspension or Stop Work Notification
15. Documents, Publications, and Written Reports	33. Public Communications
16. Dispute Resolution Process	34. Compliance with Statutes and Regulations
17. Financial and Compliance Audit Requirements	35. Lobbying Restrictions and Disclosure Certification
18. Human Subjects Use Requirements	

## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

## (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

## (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

## (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or

the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
  - (a) A local governmental entity or the federal government,
  - (b) A State college or State university from any State,
  - (c) A Joint Powers Authority,
  - (d) An auxiliary organization of a California State University or a California community college,

- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
- (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

**7. Audit and Record Retention**

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

**8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Termination

### a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

### b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

## 11. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that

are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any

purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **12. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

### **13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

## 15. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## 16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues

raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) *If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;* the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (2) *If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,* the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (3) *If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards,* the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**19. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**20. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**23. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**24. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**25. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**26. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**27. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**28. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**30. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**31. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

## f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**32. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

- (a) Cancel, extend, or modify the suspension or stop work notification; or
- (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **33. Public Communications**

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

### **34. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **35. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action)

in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1**  
**State of California**  
**Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SISKIYOU COUNTY HIV/AIDS FOUNDATION  
Name of Contractor

MARK MITCHINSON

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

05/31/2024

Title

Chairperson

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

## Attachment 2

## CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description:  CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
Additional Provisions

**1. Insurance Requirements**

**A. General Provisions Applying to All Policies**

- 1) **Coverage Term** – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) **Policy Cancellation or Termination and Notice of Non-Renewal** – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) **Endorsements** – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) **Use of Subcontractors** - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

**B. Insurance Coverage Requirements**

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) **Commercial General Liability** – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed

**Exhibit E**  
Additional Provisions

to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

D. **PCI**: “PCI” means “personal information” and “confidential information” (as these terms are defined herein):

E. **Personal Information**: “Personal information” means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
7. is protected from disclosure under applicable state or federal law.

F. **Security Incident**: “Security Incident” means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. **Use**: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

IV. **Disclosure Restrictions**: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. **Use Restrictions:** The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. **Safeguards:** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. **Security:** The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. **Security Officer:** At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. **Training:** The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
  - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
  - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
  - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. **Employee Discipline:** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

**XI. Breach and Security Incident Responsibilities:**

A. **Notification to CDPH of Breach or Security Incident:** The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. **Investigation of Breach and Security Incidents:** The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable and proximate causes of the breach or security incident; and

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. **Written Report:** The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. **Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
  1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. **Submission of Sample Notification to Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
  1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. **CDPH Contact Information:** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

**Exhibit G**  
**Information Privacy and Security Requirements**  
**(For Non-HIPAA/HITECH Act Contracts)**

<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413  Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: (855) 500-0016

XII. **Documentation of Disclosures for Requests for Accounting:** Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. **Requests for CDPH PCI by Third Parties:** The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. **Audits, Inspection and Enforcement:** CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. **Return or Destruction of CDPH PCI on Expiration or Termination:** Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. **Retention Required by Law:** If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. **Obligations Continue Until Return or Destruction:** Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

**Exhibit G**  
Information Privacy and Security Requirements  
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C. **Notification of Election to Destroy CDPH PCI:** If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. **Amendment:** The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. **Assistance in Litigation or Administrative Proceedings:** Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. **No Third-Party Beneficiaries:** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. **Interpretation:** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. **Survival:** If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

**Attachment 1**  
Contractor Data Security Standards

**1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

**Exhibit G**  
Information Privacy and Security Requirements  
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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

## 2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**Exhibit G**  
Information Privacy and Security Requirements  
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**3. Audit Controls**

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**4. Business Continuity / Disaster Recovery Controls**

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

**5. Paper Document Controls**

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

**Exhibit G**

Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:**

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign a contract with Ashley Blesse, RN in the amount of \$15,000.00.

**Background and Discussion:**

Plumas County Public Health Agency receives funding from the California Department of Health Services, Emergency Preparedness Office to improve the county's ability to respond to emergencies. Ashley Blesse is a Registered Nurse and medical clinical advisor for Plumas, Sierra, and Lassen counties.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (HPP)

**Attachments:**

1. HPP2425BLESSE

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Health Agency (hereinafter referred to as "County"), and Ashley Blesse, RN, an individual, dba Blesse Medical Services (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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CONTRACTOR INITIALS

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

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

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

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

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CONTRACTOR INITIALS AB

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

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

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17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Public Health Agency  
County of Plumas  
270 County Hospital Road, Suite 206  
Quincy, CA 95971  
Attention: Audrey Rice, Management Analyst

Contractor:

Blesse Medical Services  
3306 Chandler Road  
Quincy, CA 95971  
Attention: Ashley Blesse, RN

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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24. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the

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County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

**CONTRACTOR:**

Blesse Medical Services, an individual

By: Ashley RN

Ashley Blesse, RN

Date signed:

**COUNTY:**

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

By: Nicole Reinert

Nicole Reinert

Director of Public Health

Date signed:

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

Greg Hagwood

Chair, Plumas County Board of Supervisors

Date signed:

**ATTEST:**

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

Allen Hiskey

Clerk of the Board

Date signed:

Approved as to form:

Craig Settemire  
Craig Settemire  
Counsel

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**EXHIBIT A**

**Scope of Work**

Clinical Advisor for Tri-HCC Deliverables FY 24-25  
Regional Healthcare Coalition (Lassen, Sierra and Plumas)

**Justification:** This clinical advisor is a Registered Nurse who currently practices within one of the key healthcare coalition facilities. She actively sees patients and has a basic knowledge of CBRNE, trauma, burn, and pediatric response principles. She has a working knowledge of emergency response in our three county HCC: Plumas, Lassen, and Sierra.

1. Attend a minimum of three out of the four Tri-HCC meetings in a twelve-month cycle and if practicing in Sierra or Lassen County then must attend 50% of the HCC Sub-committee meetings in the perspective county (not both counties).
2. Provide clinical leadership to the coalition and serve as a liaison between the coalition and medical directors/medical leadership at healthcare facilities, supporting entities, and EMS agencies.
3. Review and provide input on coalition plans, exercises, and educational activities to assure clinical accuracy and relevance.
4. Act as an advocate and resource for other clinical staff to encourage their involvement and participation in coalition activities.
5. Assure that the coalition mass casualty/surge plans provide for appropriate distribution (and redistribution) of trauma patients to avoid overloading single centers whenever possible and work with healthcare facilities to understand their capabilities and capacity.
6. Assure that subject matter experts are available, and a process exists to support secondary transfer prioritization in specialty surge (e.g. burn, pediatric) mass casualty situations (identify which patients are a priority to transfer to specialty care centers when adequate transportation or inpatient resources are unavailable).
7. Attend the National Healthcare Coalition Preparedness Conference with other coalition members or attend the annual CHA (California Hospital Association) Disaster Planning Conference at your own expense.

As allowed by primary employer: attend local trainings, within the three counties and/or appropriate training at the Center for Domestic Preparedness in Alabama or any other free FEMA training at own expense.

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**EXHIBIT B**

**Fee Schedule**

**Invoicing and Payment:**

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor for services performed in accordance with this Agreement.

**A. Invoice(s) Shall:**

- 1) Bear the Contractor's name, exactly as shown on the Agreement.
- 2) Bear the Contractor Agreement Number.
- 3) Identify the Invoice period.
- 4) Invoice(s) must be signed by authorized personnel.

**B. Invoice Schedule:**

<i>Invoice</i>	<i>Invoice Period</i>	<i>Invoice Due Date</i>	<i>Amount</i>
1 <sup>st</sup> Quarter	July 1 <sup>st</sup> - September 30 <sup>th</sup>	October 15 <sup>th</sup>	\$3,750.00
2 <sup>nd</sup> Quarter	October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 15 <sup>th</sup>	\$3,750.00
3 <sup>rd</sup> Quarter	January 1 <sup>st</sup> - March 31 <sup>st</sup>	April 15 <sup>th</sup>	\$3,750.00
4 <sup>th</sup> Quarter	April 1 <sup>st</sup> - June 30 <sup>th</sup>	June 15 <sup>th</sup>	\$3,750.00

**C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.**

**D. Amounts Payable:**

The amounts payable under this agreement shall not exceed Fifteen Thousand Dollars (\$15,000.00).

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**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Datarails Inc. for FinanceOS Financial Planning and Analysis Platform subscription; effective April 15, 2024; not to exceed \$87,040.00; (No General Fund Impact) (Future of Public Health); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors direct the Chair to ratify and sign an agreement with Datarails Inc for FinanceOS Financial Planning and Analysis Platform subscription; effective April 15, 2024; not to exceed \$87,040.00.

**Background and Discussion:**

Datarails is a financial planning and analysis platform for Excel users. Its FP&A software solution automates data consolidation, reporting, and planning while enabling finance teams to continue using their own Excel spreadsheets and financial models.

FinanceOS subscription is an operating system for finance and will transform reports, analyses, forecasts, and financial processes. FinanceOS ingests and consolidates financial data (including previously disparate Excel files), delivering a single source of truth for the finance department.

The subscription agreement is a three-year term beginning on April 15, 2024, and ending on April 14, 2027.

The subscription amount is not to exceed \$87,040.00.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Datarails Inc. for FinanceOS Financial Planning and Analysis Platform subscription; effective April 15, 2024; not to exceed \$87,040.00; (No General Fund Impact) (Future of Public Health); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (Future of Public Health)

**Attachments:**

1. PCPHA2427DATARAILS

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**Services Agreement**

This Service Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Datarails Inc, a Delaware Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in the Order Form, attached hereto as Exhibit A (the "**Order Form**"). The Order Form together with this Service Agreement shall be referred to as the "**Agreement**".
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in the Order Form and Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighty-Seven Thousand Forty Dollars (\$87,040.00).
3. **Term.** The term of this agreement shall be from April 15, 2024, through April 14, 2027, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 15, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party. Expiration or termination of this Agreement shall not relieve County from its obligation to pay Contractor any outstanding payments due under this Agreement.
5. **License to the Service.**
  - a. **Subscription to the Service.** Subject to County's compliance with this Agreement and payment of the Compensation (as agreed upon in Section 2 above and the Order Form), Contractor hereby grants County a worldwide, non-exclusive, non-transferable, non-sublicensable license, and fully revocable right to access and use the Service during the Term (as defined in Section 3 above) for County's internal business purposes only. County's subscription to the Service is limited to the number of users designated in the Order Form.
  - b. **Restrictions on Use.** County must not, and shall not allow any other third party (including any permitted user) to: (a) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (b) allow any third party not authorized by the Contractor to use the Service; (c) use the Service to process data on behalf of any third party; (d) give, sell, rent, lease, timeshare, outsource, sublicense, disclose, publish, assign, market, resell, transfer or distribute any portion of the Service to any third party, or use the Service in any service bureau arrangement. Notwithstanding the above, the County may sublicense the license to its affiliates, provided that all of the obligations of the affiliates under this Agreement will apply to

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such affiliate, and the County shall be fully responsible for the use of such affiliate in the sublicense; (e) reverse engineer, decompile or disassemble the Service or any components thereof, except to the extent such acts are required to be permitted by applicable law; (f) disclose or publish the results of any benchmark tests run on the Service; (g) use any robot, spider, scraper, or other automated means to access the Service for any purpose; (h) interfere or attempt to interfere with the integrity or proper working of the Service, or any related activities; (i) modify, translate, patch, alter, change or create any derivative works of the Service, or any part thereof; (j) disclose County's account, user names or passwords to any third party; (k) remove, deface, obscure, or alter Contractor's or any third party's copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service, or use or display logos with the Service differing from the Contractor's own without Contractor's prior written approval; (l) use the Service in any unlawful manner or in breach of this Agreement; and/or (m) develop any other product or service containing any of the concepts and ideas contained in the Service or use the Service for the purpose of building a similar or competitive product.

6. Intellectual Property Rights

- a. The Service (and all parts thereof), all reproductions, corrections, modifications, enhancements and improvements thereto, and all data related to the County's usage thereof, and all Intellectual Property Rights therein or relating thereto, including but not limited to, any modifications or custom features to the Service to be developed by the Contractor for the County's benefit, whether requested or instructed by the County or not, are and will remain the exclusive property of Contractor or its third party licensors. Any rights therein not explicitly granted to County hereunder, are reserved to and shall remain solely and exclusively proprietary to Contractor (or its third party licensors).
- b. For the purpose hereof, "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), service marks, logos, domain names, copyrights, trademarks, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world whether registered or non-registered.

7. Confidentiality.

- a. "**Confidential Information**" means any information disclosed or otherwise made available by one party to the other party that: *(a)* if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; *(b)* if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure, including but not limited to, all computer software (in binary or source code form), programs, designs, concepts, scientific, algorithmic and structural information included in, or related to, the Service, information of a business and commercial nature (such as financial and marketing information disclosed in any form or medium whatsoever). Confidential Information includes all information designated by either party as confidential or proprietary within a reasonable time of its disclosure or which a reasonable person would expect to be treated as confidential; or *(c)* under the

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circumstances, a person exercising reasonable business judgment would understand that such information is to be confidential or proprietary. For the avoidance of doubt, the Content is considered to be County's Confidential Information, the Service is Contractor's Confidential Information, and the terms of this Agreement constitute Confidential Information of both County and Contractor. Notwithstanding the above, Contractor may disclose this Agreement and any documents related to the Agreement in any due diligence process in connection with a financing round and/or a M&A transaction.

- b. The parties to this agreement expressly agree that the terms of the agreement are not Confidential Information.
- c. The use and nondisclosure obligations and restrictions set forth in this Section 7 will not apply to any information that: **(a)** is or becomes generally known to the public through no breach of this Agreement by the receiving party; **(b)** is rightfully known by the receiving party at the time of disclosure; **(c)** is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information; or **(d)** the receiving party rightfully obtains from a third party who has the right to disclose such information without breach of any confidentiality obligation to the disclosing party.
- d. The receiving party will not use the disclosing party's Confidential Information except as necessary for the performance or enforcement of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees and subcontractors who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such employee and subcontractor is bound by a written agreement that contains use and disclosure restrictions consistent with the terms set forth in this Section 6. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party ordinarily uses with respect to its own confidential information and in no event less than a reasonable standard of care. The provisions of this Section 7 will remain in effect during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement.
- e. The provisions of this Section 7 will not restrict either party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request. The party responding to such an order or requirement will only disclose that information that is expressly required.
- f. The receiving party acknowledges that the disclosure of Confidential Information may cause substantial harm to disclosing party that could not be remedied by the payment of damages alone. Accordingly, disclosing party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief in any relevant jurisdiction for any breach of this Section 7 or misuse of Confidential Information by the receiving party.

8. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be

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of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

9. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
10. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
11. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify, against any and all third-party claims, liability, judgments, awards, fines, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of the work covered by this Agreement arising directly from any act, error, omission or negligence of Contractor or its officers, employees or contractors,. Contractor shall have no obligation, however, to defend or indemnify County from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County or any of its officers, agents or employees.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR'S TOTAL AGGREGATE LIABILITY TO COUNTY OR ANY OTHER PARTY FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNTS ACTUALLY RECEIVED BY CONTRACTOR'S FROM THE COUNTY FOR THE SERVICE PROVIDED TO THE COUNTY DURING THE TWELVE (12) MONTHS PRECEDING THE CIRCUMSTANCES FIRST GIVING RISE TO THE CLAIM OF LIABILITY.

The County agrees that regardless of any statute or law to the contrary, any claim or cause of action it may have arisen out of or related to the use of the Service or otherwise under

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this Agreement must be filed within two (2) years after such claim or cause of action arose or the County hereby agrees to be forever barred from bringing such claims.

12. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of

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the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

14. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

15. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the

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same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services, all in accordance with Clause 8.

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

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

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

PCPHA2427DATARAILS

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

County:

Public Health Agency  
County of Plumas  
270 County Hospital Road, Suite 206  
Quincy, CA 95971  
Attention: Audrey Rice, Management Analyst

E-mail: Nicole Reinert, Director of Public Health, [nicolereinert@countyofplumas.com](mailto:nicolereinert@countyofplumas.com)

Contractor:

Datarails, Inc.  
16 Middle Neck Road, Suite 528  
Great Neck Plaza, New York 11021  
Attn: Zviki Shimon, CFO

Email: zviki.s@datarails.com

26. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

27. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

28. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

29. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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

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

PCPHA2427DATARAILS

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
30. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
31. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

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

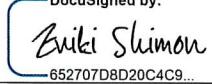
PCPHA2427DATARAILS

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

**CONTRACTOR:**

Datarails Inc., a Delaware Corporation

DocuSigned by:

By:   
Ziviki Shimon  
CFO  
Date signed:

652707D8D20C4C9...

**COUNTY:**

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

By:   
Nicole Reinert  
Director of Public Health Agency  
Date signed: 6/21/24

By: \_\_\_\_\_  
Greg Hagwood  
Chair, Board of Supervisors  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Allen Hiskey  
Clerk, Board of Supervisors  
Date signed:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

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

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

PCPHA2427DATARAILS

**EXHIBIT A**

**Order Form**

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

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



**FinanceOS**  
**Financial Planning and Analysis**  
**Platform**

**Order Form**

To: **Plumas County Public Health**

By: **David Freeman**

Date: **April 2, 2024**

The commercial proposal is composed of an Order Form and its terms specified herein. If Customer agrees to this proposal, then the attached order form becomes effective, and its terms will apply on the commercial engagement between Customer and Datarails.

This offer is valid until: **April 16th, 2024**



# Order Form

Agreement Term: **Three Years**

Billing Frequency: **Annual**

Subscription Start Date: **April 18th 2024**

## Subscription Package Description

FinanceOS Model Description	QTY	List Price	Discount	Net Price
<b>FinanceOS</b> Unlimited access to FinanceOS platform, including unlimited dashboard and report creation. Included Users: 1 Admin, 1 Contributor, 1 Viewer	1	\$24,000		<b>\$24,000</b>
<b>Financial Reporting Module</b> Including FinanceOS dashboards and reports: P&L, Balance Sheet, Statement of Cash Flows, Variance Reporting	1	Included		<b>\$0</b>
Planning Module	0	\$6,000		<b>\$0</b>
Direct Integrations	0	\$1,500		<b>\$0</b>
Additional Admin User	0	\$1,200		<b>\$0</b>
Additional Contributor User	3	\$720		<b>\$2,160</b>
Additional Viewer User	5	\$360	<b>100%</b>	<b>\$1,800</b>
<b>FinanceOS AI</b> - Access to FP&A Genius & Storyboards	1	\$0		<b>\$0</b>
<b>Total List Price</b>				<b>\$27,960</b>
<b>Total Discount + Unlimited Viewer Licenses</b>				<b>(\$1,800)</b>
<b>Grand Total (Annual Subscription Fee)</b>				<b>\$26,160</b>
One-Time Implementation Fee				<b>\$8,560</b>



## Terms and Conditions

- Term:** This Agreement shall become effective on the Effective Date set in this Order Form.
- Payment and Automatic Renewal Terms:** The Customer will be invoiced the subscription for the first year on a quarterly basis. The following 2 years of the subscription will be on an annual basis. The implementation fees will be invoiced on the first cycle. The first quarterly subscription and implementation fees invoice are due the earlier of net fifteen (15) days from receipt or five (5) business days prior to the Subscription Start Date. The second, third and fourth quarterly payment will be due 3 months after respectively. The second year annual subscription is due the earlier of net fifteen (15) days from receipt. From the second year onwards, invoices are due net fifteen (15) at the end of each annual cycle. The Three-Years subscription will automatically renew unless either party provides a written notice at least fifteen (15) days prior to the end of the Term by sending an email either to Datarails: [customer\\_service@datarails.com](mailto:customer_service@datarails.com); or to the Customer with the email provided by the Customer in this Order Form.
- Price Increase:** Datarails reserves the right to make modifications to the product pricing upon renewal, but not more than 8% each anniversary.
- Payment Method:** Credit Card, ACH, or Wire transfer are the only accepted forms of payment for this Order Form.
- Currency:** All prices are quoted and shall be paid in USD.
- Taxes:** All fees are quoted excluding taxes, any withholding, levies, or duties shall be exclusively borne by the Customer.
- Confidentiality:** Customer agrees to keep the content of this Order Form fully confidential.
- By signing this Order Form, you agree to Datarails [Terms of Service](#) and [Privacy Policy](#). The Terms of Service, Privacy Policy and this signed Order Form will represent the entire agreement between the Parties, and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by Datarails.

### Customer Responsibility

- Make sure that the data is ready and available by preparing reports on the source system, writing queries in cases of SQL source, or knowing which objects to pull in case of an API.
- Nominate a champion on their behalf to learn the product and take over the solution post-implementation.
- Dedicated time and attention to training and learning how to utilize the Datarails platform.
- In cases where additional IT support is required to set up an integration connection and/or extract the relevant data from the Customer's system, the support will be provided by the Customer.
- In cases where a third-party expert is needed and brought into the process by Datarails, additional fees may apply and be borne by the Customer.

### Customer shall provide the following:

- Chart(s) of Accounts (CoA).
- List of users and requisite permission set.
- Business assumptions for the different models.



## Customer Billing Information

Billing Contact Person

Nicole Reinert

Billing Address

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Billing Email Address

NicoleReinert@countyofplumas.com

## Agreed and Accepted

Customer / Entity Name

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By

Nicole Reinert

Signature

---

Title

Director of Public Health

Effective date

---



PCPHA2427DATARAILS

**EXHIBIT B**

**Fee Schedule**

**Fees, Taxes and Invoicing:**

**1. Fees**

- 1.1 In consideration for the Service, County shall pay the Contractor the fees agreed upon between the County and Contractor as detailed in the Order Form (the “**Fees**”). Unless otherwise explicitly detailed in the Service Agreement, all amounts owed to the Contractor are non-cancellable and the Fees paid are non-refundable.
- 1.2 Contractor will invoice the County for the Service as set forth in the Agreement, and each invoice will be paid by either credit cards, bank wires or other methods made available by the Order Form. Any Fees unpaid by the due date shall thereafter bear interest at the rate of one percent (1%) per month (or the maximum amount permitted by applicable law, whichever is lower), during the period between the date the payment first becomes due and the date such amount is actually paid.

**2. Taxes.** All Fees payable hereunder, do not include local, state, or federal sales, use, excise, personal property, VAT or other taxes, customs and duties, including, without limitation, any withholding tax. Any such taxes, to the extent legally applicable, shall be borne and paid by the County. The County will pay all applicable taxes when invoiced by Contractor or will supply appropriate tax exemption certificates in a form satisfactory to the Contractor. In cases wherein the County is legally required to withhold any income or remittance tax from amounts payable to Contractor, then **(a)** the County will promptly notify the Contractor; **(b)** the amounts payable to Contractor will be automatically increased to the full extent required to offset such tax, so that the amount remitted to contractor, net of all taxes, equals the amount stated in the invoice; and **(c)** the County will provide Contractor with the official receipt of payment of such taxes to the appropriate taxing authority.

**3. Invoices**

- 3.1 Invoice(s) shall.
  - a) Bear the contractor’s name and Agreement Number exactly as shown on the Agreement.
  - b) Identify the expense, billing, and/or performance period covered on the invoice.
  - c) Invoice(s) must be signed by authorized personnel.
- 3.2 Invoice(s) shall be submitted via email to the Project Representative listed in this Agreement under General Provisions, 25. Notice Addresses.
- 3.3 The amounts payable under this agreement shall not exceed Eighty-Seven Thousand Forty Dollars (\$87,040.00).

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

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



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Feather River Community College District, Public Health Clinic will provide Health Care Services to Feather River Community College students; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Chair sign an agreement with Feather River Community College District for the amount of \$15,000.00; effective July 1, 2024.

**Background and Discussion:**

As the Board is aware, the Plumas County Public Health Agency Clinic has been providing health care and health education services to students at Feather River Community College District. Our services provided include family planning, physical assessment, referral, counseling, and health education. Feather River Community College District shall pay Plumas County Public Health Agency the sum not to exceed \$15,000.00 for services provided.

**Action:**

Approve and authorize the Chair to sign an agreement with Feather River Community College District for the amount of \$15,000.00; Public Health Agency Clinic will provide health services to Feather River College students

**Fiscal Impact:**

(No General Fund Impact)

**Attachments:**

1. PCPHA2425FRC

**Cooperative Agreement to Provide Health Care Services to Feather River Community College  
District for the 2024-2025 Academic Year**

**GOAL:** The goal of this agreement is to provide preventative health care and health education services to students at Feather River Community College District through a cooperative agreement between the **COUNTY OF PLUMAS**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" and **FEATHER RIVER COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "**FRCCD**". COUNTY is not a full-scope medical clinic. Its services to the community include family planning, physical assessment, referral, counseling, and health education.

**COUNTY OF PLUMAS SERVICES:**

**1. Counseling and Health Education:** Various health-related issues which will include, but are not limited, to the following:

- a) General physical health and developmental concerns.
- b) Concerns related to communicable diseases, including sexually transmitted diseases, community-acquired illness, immunizations, and HIV infection.
- c) Growth and development of children, pregnancy, and prenatal care.
- d) Lifestyle risk assessment, including risks associated with drugs, alcohol, and work. Site or environmental exposure.
- e) Provision of student education materials with topics such as women's health, AIDS, domestic violence, rape, substance abuse, nutrition, and tobacco use prevention, cessation workshops, and events.

**2. Assessment and/or Referral:** The following services will be provided at no out-of-pocket cost to FRCC students:

- a) Pregnancy testing, family planning, and referral as indicated.
- b) HIV antibody testing, counseling, and education and referral as needed.
- c) Assessment and referral to community health care providers or hospital emergency room as needed. COUNTY does not provide primary or emergent care for issues not included in this agreement, including chronic pain or medical case management.
- d) Meningococcal, HPV, TDap, MMR, Influenza, Hepatitis B, Hepatitis A, Polio, and Varicella Immunizations for FRCCD students who qualify for the Vaccines for Children program.
- e) TB skin testing.
- f) Assessment of health risk behavior, counseling, intervention, and referral as needed.
- g) Counseling regarding lifestyle decisions toward greater wellness, including diet, exercise, health care intervention, and mental health referrals.
- h) Assessment of clients for sexually transmitted diseases; information and/or referral as needed.
- i) Facilitate access to Children's Health Disability Prevention (CHDP) Services for eligible adolescents.
- j) It is understood that if a student is under the age of 18 years old, COUNTY requires parental consent for any services except Family Planning to be performed. It is the responsibility of the student to provide this before an appointment is made.

- m) Limited over-the-counter medications will be provided by COUNTY at no charge.
- n) COUNTY only prescribes medications, lab tests, x-rays, or other diagnostic tests necessary for family planning, sexually transmitted diseases, and tuberculosis.
- o) Students are responsible for all costs as a result of referral visits, including but not limited to prescription medications, lab tests, x-rays, and any hospital emergency room or patient fees.

**3. Hours of Service; Scheduling:**

- a) The County will provide health services at the Plumas County Public Health Agency Clinic as follows:
- b) Students will be seen Monday through Friday between the hours of 9:00 am and 4:00 pm by appointment only.
- c) Students may make an appointment by calling Plumas County Public Health Agency Clinic at (530) 283-6330. Same-day appointments will be accommodated as the COUNTY clinic schedule allows.
- d) All services will be provided by a licensed health care provider, who will be staff or subcontractors of the COUNTY.

**4. Evaluation:** The student health program will be evaluated, and recommendations for improvement made, by the Plumas County Public Health Agency Director, Director of Nursing, the Feather River Community College District Chief Student Services Officer, and Feather River Community College District students, as indicated. A collaborative effort among those responsible for the provision of health services will be ongoing.

**5. FRCCD Students Eligibility to Access County Health Services:**

All FRCCD students accessing health services through COUNTY must show proof of enrollment via a student ID card issued from FRCCD Admissions and Records with a current validation sticker for the semester. The students will be asked to show their card before services can be provided.

**6. Costs, Compensation and Billing:**

- a) **Cost:** Feather River Community College District shall pay Plumas County Public Health Agency the sum not to exceed \$15,000.00 for services provided in connection with this Agreement.
- b) **Billing:** Plumas County Public Health Agency will invoice Feather River Community College District in the amount of \$3,750.00 per quarter as listed below:

Invoice	Invoice Period	Invoice Due Date
First Quarter	July 1 - September 30 <sup>th</sup>	October 15 <sup>th</sup>
Second Quarter	October 1 - December 31 <sup>st</sup>	January 15 <sup>th</sup>
Third Quarter	January 1 - March 31 <sup>st</sup>	April 15 <sup>th</sup>
Fourth Quarter	April 1 - June 30 <sup>th</sup>	June 15 <sup>th</sup>

**7. INDEMNIFICATION:** Feather River Community College District (herein referred to as FRCCD) agrees to indemnify, defend, and hold harmless County of Plumas, herein referred to as COUNTY, including its officers, agents and employees from and against any and all claims, liability, causes of action, damages and/or expense of any kind arising out of or related to the intentional or negligent acts, errors or omissions of FRCCD and/or its officers, agents, employees or members arising from the performance of this Agreement. FRCCD's Agreement to indemnify herein includes costs to County in defending claims brought against County and County shall be indemnified for any

and all such costs, attorney's fees, expert fees, or other expenses associated with such defense by County. In the event of any such claims or suits filed, FRCCD shall give County proper notice thereof, and County shall have the right to defend or settle the same to the extent of its interests.

Feather River Community College District further agrees to provide a Certificate of Insurance for liability and workers compensation coverages with limits acceptable to the County, including an additional insured endorsement naming County of Plumas, as an additional insured.

County agrees to indemnify defend, and hold harmless FRCCD, including its officers, agents, and employees from and against any and all claims, liability, causes of action, damages, and/or expense of any kind arising out of or related to the intentional or negligent acts, errors or omissions of County and/or its officers, agents, employees or members while in performance of this Agreement. County's agreement to indemnify herein includes costs to FRCCD in defending claims brought against FRCCD and FRCCD shall be indemnified for any and all such costs, attorney fees, expert fees or other expenses associated with such defense by FRCCD. In the event of any such claims filed, County shall give FRCCD proper notice thereof, and FRCCD shall have the right to defend or settle the same to the extent of its interests.

County further agrees to provide a Certificate of Insurance for liability and worker's compensation coverage with limits acceptable to the District, including an additional insured endorsement naming Feather River Community College District, as an additional insured.

FRCCD and County shall respectively be responsible for the acts of their officers, employees, and duly authorized agents, volunteers or students, acting in the official capacity and within the course and scope of their employment or designated functions not wanton or malicious in nature.

County must obtain professional medical liability insurance, in the amounts and with companies reasonably acceptable to FRCCD.

County agrees to provide a copy of the certificate of professional and medical liability insurance to FRCCD upon acceptance of this agreement.

**8. TERM:** This agreement shall become effective July 1, 2024, upon approval and shall continue through June 30, 2025.

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

FRCCD may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the County of such termination and specifying the effective date thereof. If this Agreement is terminated as provided herein, County will be paid a total amount equal to the service it has provided as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

[SIGNATURES FOLLOWING ON NEXT PAGE]

## FEATHER RIVER COMMUNITY COLLEGE DISTRICT:

Morgan Trutna  
Morgan Turner, VP of Business Services/CFO

Kevin Trutna  
Kevin Trutna, Superintendent/President

6/4/24

Date

6/5/24

Date

## COUNTY OF PLUMAS:

Nicole Reinert  
Nicole Reinert, Director  
Plumas County Public Health Agency

Greg Hagwood, Chair  
Board of Supervisors

## ATTEST:

Allen Hiskey, Clerk  
Board of Supervisors

Approved as to form:

  
Joshua Brechtel, Attorney  
County Counsel's Office

6/21/24

Date

Date

Date

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and FEATHER RIVER COMMUNITY COLLEGE, referred to herein as Business Associate ("BA"), dated July 1, 2024.

**RECITALS**

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

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

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

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

**1. Definitions**

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. Obligations of Business Associate

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement

that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

**e. Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

**f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

**h. Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

**i. Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

**j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

**k. Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

**l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

**m. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

**n. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

**o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

### **3. Termination**

**a.. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the

Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

**b. Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA\ the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

**c. Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(2)(1)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

#### **4. Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

#### **5. Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

#### **6. Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

#### **7. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the

event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

#### 8. No Third-Party Beneficiaries

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

#### 9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

#### COVERED ENTITY

COUNTY OF PLUMAS, a political subdivision a political subdivision of the State of California

By: Nicole Reinert

Print Name: Nicole Reinert

Title: Director

Date: 6/24/24

#### BUSINESS ASSOCIATE

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

By: Kevin Trutna

Print Name: Kevin Trutna

Title: Superintendent/President

Date: 6/5/24



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Audrey Rice, Management Analyst I

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Plumas County Public Health Agency to recruit and fill, funded, Extra-help Administrative Assistant I/II; (No General Fund Impact) Realignment Funds.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors authorize the Public Health Agency to fill the vacancy of 1 part-time extra-help Administrative Assistant I/II position.

**Background and Discussion:**

There is a need for the Department to hire an extra-help Administrative Assistant I/II position to assist the administrative/fiscal team with certain tasks during the short term. The Department is requesting to fill this position.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

**Action:**

Approve and authorize Plumas County Public Health Agency to recruit and fill, funded, Extra-help Administrative Assistant I/II; (No General Fund Impact) Realignment Funds.

**Fiscal Impact:**

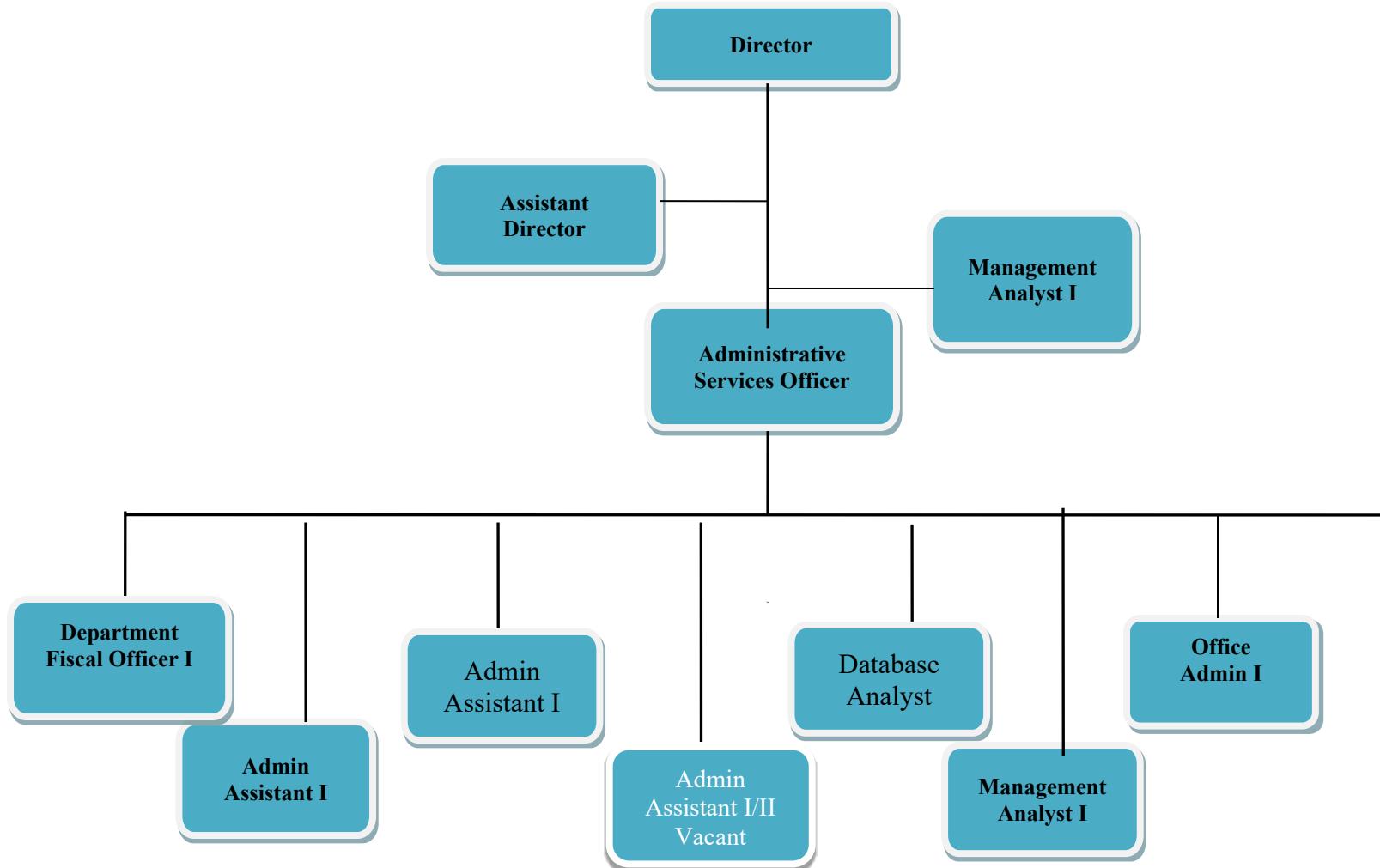
(No General Fund Impact) (realignment)

**Attachments:**

1. 1-Admin & Fiscal Services 2425
2. Critical Staffing Request Admin Assistant\_Office Assistant
3. Administrative Assistant I

**PLUMAS COUNTY PUBLIC HEALTH AGENCY  
ADMINISTRATION & FISCAL SERVICES DIVISION**

**1**



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Admin Assistant/Office Assistant/Fiscal Technical Services Assistant –Public Health Agency**

- Is there a legitimate business, statutory or financial justification to fill the position?

**Administrative Assistants, Office Assistants, and fiscal technical services assistants are the workforce for administrative services, which supports the operations unit of the Department.**

- Why is it critical that this position be filled at this time?

**Admin Assistants/Office Assistants/Fiscal and technical Services Assistants provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.**

- How long has the position been vacant?

**This is a new position that has been created out of necessity, as others in the Department have been filling the need and it has become detrimental to their own job responsibilities.**

- Can the department use other wages until the next budget cycle?

**The department's wage and benefits portion of the 24/25 budget includes funds for this position.**

- What are staffing levels at other counties for similar departments and/or positions?

**No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.**

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments?

**There is no fiscal impact to the General Fund as this position will be funded through various programs within Public Health Agency**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this funded externally.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY20/21 = \$1,421,255    FY21/22=\$1,428,077    FY22/23=&1,460,397

## **ADMINISTRATIVE ASSISTANT I**

### **DEFINITION**

Under direction, to serve as administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This class may be used as an entry level for individuals with secretarial experience but no detailed program or policy knowledge of the program or service area of assignment. As requisite knowledge is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Administrative Assistant II. Where the position is flexibly staffed.

### **REPORTS TO**

A County Department Head, or major unit administrator.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May provide work coordination and direction for other office support staff.

## **ADMINISTRATIVE ASSISTANT I – 2**

### **EXAMPLES OF DUTIES**

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies
- Maintains and submits payroll documents and records.
- Establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs work processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

## **ADMINISTRATIVE ASSISTANT I – 3**

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules, and regulations.
- Laws, rules, and regulations affecting assigned program functions and services.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

#### **Ability to:**

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## **ADMINISTRATIVE ASSISTANT I – 4**

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

At least two (2) years of responsible experience performing a variety of administrative and office support work at a level equivalent to Secretary with Plumas County, including substantial experience in a public contact position.

**Special Requirements:** Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.



**PLUMAS COUNTY  
PROBATION  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Keevin Allred, Chief Probation Officer

**MEETING DATE:** July 2, 2024

**SUBJECT:** **Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Probation and Ing Consulting inc. dba Ing Counseling, a Nevada Corporation, to raise the Not To Exceed (NTE) amount to \$14,000.00 and extending the contract duration from March 1, 2024, to June 30, 2025; No General Fund Impact, contract to be paid out of state juvenile grant funding; approved as to form by County Counsel.**

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**Recommendation:**

Approve and authorize Chair to sign amendment no. 1 to the agreement between Plumas County Probation and Ing Consulting inc. dba Ing Counseling, a Nevada Corporation, to raise the Not To Exceed (NTE) amount to \$14,000.00 and extending the contract duration from March 1, 2024, to June 30, 2025;

**Background and Discussion:**

Plumas County Probation has partnered with Ing Counseling in the past to facilitate psychosexual analysis on a per-use basis when required. In the original agreement, dated March 1, 2024, for fiscal year 2023-2024, the original NTE amount specified was \$7,000.00. The amendment extends the duration of the contract until June 30, 2025, and increases the NTE to \$14,000.00.

**Action:**

It is respectfully requested that the honorable Board of Supervisors approve and authorize the Chair to sign the amendment to the agreement between Plumas County Probation and Ing Consulting inc. dba Ing Counseling, a Nevada Corporation.

**Fiscal Impact:**

No General Fund Impact. The entirety of the agreement will be paid for using the Juvenile Justice Crime Prevention Act fund, a State funded Juvenile Grant.

**Attachments:**

1. Prob - Ing Amendment 1 - FY24.25 - UNSIGNED

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND ING CONSULTING INC. DBA ING COUNSELING**

This First Amendment to Agreement ("Amendment") is made on June 1, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Ing Consulting Inc. DBA Ing Counseling, a Nevada Corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and ING CONSULTING INC., DBA ING COUNSELING have entered into a written Agreement dated March 1, 2024, (the "Agreement"), in which ING CONSULTING DBA ING COUNSELING agreed to provide specialized psychological evaluation services to Plumas County.
  - b. Because we have unexpectedly reached the not to exceed amount, the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fourteen Thousand and 00/100 dollars (\$14,000.00).
  - Paragraph 3 is amended to read as follows:

Term. The term of this agreement shall be from March 1, 2024, through June 30, 2025, unless terminated earlier as provided herein.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 1, 2024, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

Ing Consulting Inc., a Nevada Corporation

By: Sharon Ing

Name: Sharon Ing

Title: CEO/CFO

Date signed:

**COUNTY:**

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

By: Kevin Allred

Name: Kevin Allred

Title: Chief Probation Officer

Date signed: 6-4-24

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

Name: Greg Hagwood

Title: Chairperson, Board of Supervisors

Date signed:

Attest:

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

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:

Craig Settemire  
Craig Settemire  
Counsel



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Sarah Novak

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Susanville Dental Care to provide dental services for inmates at Plumas County Correctional Facilities; effective July 1, 2024; not to exceed \$75,000.00; (General Fund Impact) as requested in FY24/25 budget (70380 / 521980); approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Susanville Dental Care to provide dental services for inmates at Plumas County Correctional Facilities; effective July 1, 2024; not to exceed \$75,000.00; (General Fund Impact) as requested in FY24/25 budget (70380 / 521980); approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide dental services to inmates at the Plumas County Correctional Facility on an as-needed basis.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Susanville Dental Care to provide dental services for inmates at Plumas County Correctional Facilities; effective July 1, 2024; not to exceed \$75,000.00; (General Fund Impact) as requested in FY24/25 budget (70380 / 521980); approved as to form by County Counsel.

**Fiscal Impact:**

(General Fund Impact) as requested in FY24/25 budget (70380 / 521980)

**Attachments:**

1. Susanville Dental Care

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Susanville Dental Care, a Partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2024 through June 30, 2025, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

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

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

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COUNTY INITIALSCONTRACTOR INITIALS

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

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

17. **Integration**. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability**. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. **Headings**. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. **Waiver of Rights**. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. **Conflict of Interest**. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. **Notice Addresses**. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971  
Attention: Sarah Novak

Contractor:

Susanville Dental Care  
720 Ash Street  
Susanville, CA 96130  
Attention: Raymond White, DDS

23. **Time of the Essence**. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

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

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

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

**CONTRACTOR:**

Susanville Dental Care, a partnership

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

Name: Raymond White, DDS

Title: General Partner

Date signed:

**COUNTY:**

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

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

Name: Todd Johns

Title: Sheriff/Coroner

Date signed:

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

Name: Greg Hagwood

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

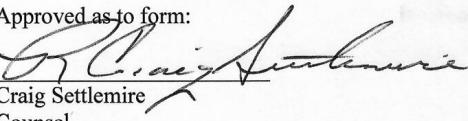
By: \_\_\_\_\_

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:



Craig Settemire  
Counsel

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

**EXHIBIT A****Scope of Work and Fee Schedule**

1. Provide dental services to inmates at the Plumas County Correctional Center. Such services shall be on an as-needed basis upon request of the County. County shall contact Contractor's office to schedule services under this Agreement. Inmates will be transported to the Contractor's office at the expense of the County.
2. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that service:

**X-RAYS**

D0220	1ST. PA X-RAY	\$46
D0230	PA X-RAY, ADDITIONAL FILM	\$36
D0270	BITEWING X-RAY SINGLE	\$46
D0272	BITEWING X-RAY TWO FILM	\$58
D0273	BITEWING X-RAY THREE FILM	\$66
D0274	BITEWING X-RAY FOUR FILM	\$85
D0330	PANO X-RAY	\$125
D0364	CT SCAN 1 TOOTH	\$330

**EXAMS**

D0140	LIMITED EXAM	\$74
D1000	MISSED APPT. FEE	\$75 PER HR. (MIN. 1
HR CHARGE)		

**EXTRactions**

D7210	SURGICAL EXT	\$288
D7220	REMOVAL OF IMPACTED SOFT TISSUE	\$358
D7230	3RD REMOVAL PART. BONY (WISDOM)	\$471
D7240	3RD REMOVAL FULL BONY (WISDOM)	\$559

**EMERGENCY ADJUNCTIVE PROCEDURE**

D9110	EMERGENCY PALLIATIVE PER TOOTH	\$169
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*\*AN EXAMPLE OF THIS MAY BE TO REMOVE THE DECAY AND PLACE MEDICATION AND A TEMPORARY FILLING SO THE INMATE CAN EITHER FILL THE TOOTH OR HAVE A CROWN FABRICATED IN THE FUTURE, AFTER JAIL RELEASE.*

3. Contractor shall provide an estimate for denture work and tooth replacement upon request of the County.
4. Contractor shall bill the County monthly for services rendered the prior month. Each billing statement shall be itemized showing the patient's name, date of service, and

charges for such services. County shall remit payment to Contractor not less than fifteen (15) of receipt of Contractor's statement.

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



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Jump Technology Services for Adult Protective Service Software Program; effective July 1, 2024; not to exceed \$10,017.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Jump Technology Services for Adult Protective Service Software Program; effective July 1, 2024; not to exceed \$10,017.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

**Background and Discussion:**

California is required to provide the federal government with the data elements of the National Adult Maltreatment Reporting System (NAMRS). Counties will be asked to update their county data management systems to reflect changes in the revised reporting form SOC 242. CDSS reimburses members of the twenty small counties which need an electronic mechanism for collecting Adult Protective Services Data.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Jump Technology Services for Adult Protective Service Software Program; effective July 1, 2024; not to exceed \$10,017.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) State funds

**Attachments:**

1. 3142 FINAL JUMP

**MASTER PURCHASE AGREEMENT  
COUNTY OF PLUMAS**

**Date:**

**Vendor:**

**County:** County of Plumas  
Department of

Tel:

Tel:

**Description:** Purchase of  
as identified in the purchase agreement attached to MPA as Exhibit A.

**Cost:** The total compensation payable under this agreement, inclusive of all expenses, shall not exceed  
\$ Dollars  
(\$ )

**Term:** Agreement shall commence on and shall terminate on  
unless the Contract is terminated earlier.

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I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit B and incorporated herein by this reference.

**VENDOR:**

**COUNTY:**

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

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

Name:

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

Title:

Name:

Date Signed:

Chair, Board of Supervisors

Date signed:

**ATTEST:**

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

Name:

Deputy Clerk of the Board

Date Signed:

Approved as to form:

  
Joshua Brehel, Attorney  
County Counsel's Office

**JUMP TECHNOLOGY SERVICES, LLC.  
ENTERPRISE SUBSCRIPTION AGREEMENT**

AGREEMENT #: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP Technology Services) and Plumas County Department of Social Services (hereafter referred to as Customer) and will become effective upon execution and will continue in effect until the services provided for herein have been performed or until terminated as provided herein. Each of JUMP Technology Services and Customer may be referred to herein individually as a "Party" and together as the "Parties." This Agreement, including the Schedules, supersedes all prior proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be affected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

All Customer orders must be made by properly submitting completed Schedules signed by Customer and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

The term of this agreement shall be from 07/01/2024 through 06/30/2027. The maximum amount of this contract shall not exceed \$10,017.00.

### **Schedules**

- Schedule A: Definitions
- Schedule B: Service Level Agreement
- Schedule C: Training
- Schedule D: Statement of Services
- Schedule E: Certificate of Insurance

### **1 DEFINITIONS**

Bolded terms used herein but not defined, have the meaning set forth in Schedule A.

### **2 LICENSED SOFTWARE**

2.1 Customer will receive a personal, nonexclusive, and nontransferable license to use the Licensed Software and related documentation during the term designated on this Agreement.

2.2 Except for the rights expressly granted herein, this Agreement does not transfer from JUMP Technology Services to Customer any intellectual property and/or developed technology, and all right, title, and interest in and to such property/technology will remain solely with JUMP Technology Services. Customer shall supervise and approve access for all **Authorized Users** of the Licensed Software and shall prevent unauthorized access and use of the Licensed Software. Customer may not use any component of the System to provide services to third parties as a service bureau or data processor.

### **3 SERVICES**

This Agreement sets forth the terms and conditions under which JUMP Technology Services agrees to provide (i) certain hosted "software as a service" ("Subscription Services") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefore, a "Platform") to **Authorized Users**, as further set forth on each order form ("Order Form") and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management ("Professional Services" together with **Subscription Services**, the "Services") related to Customer's access to,

and use of, such **Subscription Services** and each **Platform**, as further set forth on each statement of services ("Statement of Work") issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

3.1 **Platform**. During the term set forth in this Agreement, JUMP Technology Services shall provide Customer (a) a non-exclusive, non-assignable, limited right to access and use the **Platform** during the Term, solely for Customer's internal business operations and subject to the terms of this Agreement and schedules; and (b) Software support as set forth in Schedule D.

3.2 **Subscription Services**. Each applicable **Order Form** shall specify and further describe the **Subscription Services** to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable **Platform**, user limitations, fees, subscription term and other applicable terms and conditions. For Licensed Software, JUMP Technology Services shall provide the Support Services as set forth in Schedule D.

3.3. **Professional Services**. Unless otherwise stated, **Professional Services** shall be performed on a time and materials basis at JUMP's standard rates.

3.4 **Changes to Platform**. JUMP Technology Services may, in its sole discretion, make any changes to any **Platform** that it deems necessary or useful to maintain or enhance (a) the quality or delivery of JUMP Technology Services' products or services to its customers, (b) the competitive strength of, or market for, JUMP Technology Services' products or services, (c) such **Platform**'s cost efficiency or performance, or (ii) to comply with applicable law.

3.5 **Customer Responsibilities**. Customer shall approve access for all **Authorized Users** to the **Platform** and shall prevent unauthorized access and use of the **Platform** and **licensed software**. Customer shall not and shall ensure that its **Authorized Users** do not: (i) sell, resell, lease, lend or otherwise make available the **licensed software** to a third-party; (ii) modify, adapt, translate, or make derivative works of the **licensed software**; or (iii) sublicense or operate the **licensed software** for timesharing, outsourcing, or service bureau operations. Customer will maintain sufficient bandwidth and network connectivity for the operation of the **licensed software** and **subscription services** and shall have sole responsibility for installation, testing, and operations of Customer facilities, telecommunications and internet services, equipment, and software upon Customer's premises necessary for Customer's use of the **licensed software**. Customer will pay all third-party access fees incurred by Customer to access and use the **Platform** and **licensed software**.

#### 4 PLATFORM ACCESS AND AUTHORIZED USER

4.1 **Administrative Users**. During the configuration and set-up process for each **Platform**, Customer will identify an initial administrative user account which will be configured by JUMP Technology Services account during initial implementation. Customer will be responsible for creating Customer's additional administrative accounts. JUMP Technology Services will maintain its administrative accounts to assist Customer in support of its **service level agreement**.

4.2 **Authorized Users**. Customer may allow such a number of Customer's employees and/or independent contractors as is indicated on Schedule D to use the applicable **Platform** on behalf of Customer as "Authorized Users." **Authorized User** subscriptions are for designated **Authorized Users** and cannot be shared or used by more than one **Authorized User**. Newly **Authorized Users** must have their own account and unique email address. Customer will be responsible for monitoring active licensed users and inactive accounts that should no longer have access to the **Platform**. Customer will be responsible for requesting the next license level to add more licenses to this Agreement as needed. JUMP Technology Services audits licensed users monthly and will notify customer via the Customer Portal if Customer exceeds their contracted license limit. If Customer does not right the overage within 30 business days, JUMP Technology Services will send an invoice for the additional licenses that are being used.

4.3 **Authorized User Conditions to Use**. As a condition to access and use of a **Platform** each **Authorized User** shall agree to abide by the terms of use laid out in this Agreement.

4.4. **Account Responsibility**. Customer will be responsible for (i) all uses of any account created by Customer or created by JUMP Technology Services at customer's written request, regardless of Customer's knowledge of such use, and (ii) securing its passwords (including but not limited to administrative and user passwords) and files. JUMP Technology Services is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords of Customer user accounts. Customer shall also ensure that each **Authorized User** uses their own unique login and password when they log into the **Platform**.

#### 5 ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

5.1 **Software Restrictions**. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, deconstruct or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the **Platform**, **Software** (ii) modify, translate, or create derivative works based on a **Platform** or any **Software**; (iii) use a **Platform** or any **Software** for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any **Software** or a **Platform**

in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such **Software or Platform**. **Software** and the **Services** are the **Confidential Information** of JUMP Technology Services.

**5.2 Customer Compliance.** Customer shall use, and will ensure that all **Authorized Users** use, each **Platform**, **Software**, and the **Services** in full compliance with this Agreement and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the **Platform and licensed software** provided by JUMP Technology Services, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. JUMP Technology Services may suspend Customer's account and access to each **Platform** and **Services** at any time and without notice if JUMP Technology Services reasonably believes that Customer is in violation of this Agreement. Although JUMP Technology Services has no obligation to monitor Customer's use of a **Platform**, JUMP Technology Services may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

**5.3 Cooperation.** Customer shall provide all cooperation and assistance as JUMP Technology Services may reasonably request to enable JUMP Technology Services to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing JUMP Technology Services with such access to Customer's premises and its information technology infrastructure as is necessary for JUMP Technology Services to perform the **Services** in accordance with this Agreement.

**5.4 Training and Education.** Customer shall use commercially reasonable efforts to cause **Authorized Users** to be, at all times, educated and trained in the proper use and operation of each **Platform** that such **Authorized Users** utilize, and to ensure that each **Platform** is used in accordance with applicable manuals, instructions, specifications, and documentation provided by JUMP Technology Services. Customer shall be responsible for entering a help desk ticket when one-on-one new user training is needed.

**5.5. Customer Systems.** Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each **Platform**, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

**5.6 Restrictions on Export.** Customer shall not to transfer, or authorize the transfer of, the **Licensed Software** to a prohibited country or otherwise in violation of any such restrictions or regulations.

## 6 CONFIDENTIALITY

**6.1 Confidential Information.** With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information, that it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer, reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

**6.2 Reserved.**

**6.3 Remedies for Breach of Obligation of Confidentiality.** The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages. Disclosing Party has the right to terminate this Agreement upon discovery of such breach.

## 7 PROPRIETARY RIGHTS

**7.1 Ownership.** Customer shall own all right, title, and interest in and to the **Customer Data**. JUMP Technology Services shall own and retain all right, title, and interest in and to (i) each **Platform**, **Software** and the **Services** and all improvements, enhancements, test scripts, documents, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the **Services**, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing. JUMP Technology Services shall grant to Customer a non-exclusive, non-transferable license to use the **Platform** only for Customer's own internal purposes in connection with the **Licensed Software** and **Services**.

**7.2 Customer Data and Vendor Information License.** Customer hereby grants to JUMP Technology Services a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit (i) **Customer Data** to provide the **Services** to Customer hereunder and as necessary or useful to monitor and improve a **Platform**, **Software**, and the **Services**, both during and after the Term. For the avoidance of doubt, JUMP Technology Services may use, reproduce, and disclose **Platform**-, **Software**- and **Services**-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by JUMP Technology

Services. Customer acknowledges that it will not have access to Customer Data through JUMP Technology Services or any Platform following the expiration or termination of this Agreement except as provided in Section 9.4.

**7.3 Aggregated Statistical Information.** JUMP Technology Services owns the aggregated and statistical data derived from the operation of the **Platform**, including, without limitation, the number of records created by the **Platform**, the numbers and types of transactions, configurations, and reports processed and the performance results (“Aggregated Statistical Information”). Nothing in this agreement shall be construed as prohibiting JUMP Technology Services from utilizing the Aggregated Statistical Information for purposes of providing or improving its services, bench marking service performance, preparing statistics and system metrics, and marketing; provided however, that JUMP Technology Services’ use of Aggregated Statistical Information does not disclose any information that is related to an identified or identifiable individual and has been provided by Customer within the Platform (“**Customer Data**”) to any third party.

**7.4 No Other Rights.** No rights or licenses are granted except as expressly set forth herein.

## **8 FEES & PAYMENT**

**8.1 Fees.** Customer shall pay all fees set forth herein and laid out in Schedule D.

**8.2 Payment.** JUMP Technology Services may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by JUMP Technology Services thirty (30) days after the mailing date of the invoice, or received date if sent electronically, unless otherwise specified on the applicable **Order Form**. Invoices that are more than fifteen (15) days past due shall be subject to a finance charge at a rate of one percent (1%) per month or the maximum permissible legal rate. Customer shall also be liable for any attorney and collection fees arising from JUMP Technology Services’ efforts to collect any unpaid balance of Customer. If Customer’s undisputed invoices are thirty (30) days or more overdue, in addition to any other rights and remedies (including termination), JUMP Technology Services may suspend the Services without liability until all issues are resolved.

Electronic invoices shall be sent to: AshleyAchter@countyofplumas.com

Payments shall be made to:

JUMP Technology Services

P. O. Box 3452

Edmond, OK 73083

**8.3 Payment Disputes.** If Customer believes that JUMP Technology Services has billed Customer incorrectly, Customer must contact JUMP Technology Services no later than forty-five (45) days after the mailing date of the invoice, or received date if sent electronically, in order to receive an adjustment or credit. Inquiries should be directed to JUMP Technology Services’ customer support department or the applicable Account Manager.

**8.4 No Deductions or Setoffs.** All amounts payable to JUMP Technology Services hereunder shall be paid by Customer to JUMP Technology Services in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

**8.5 License Overage.** JUMP Technology Services reserves the right to audit Customer’s use of the **Platform**. If Customer’s use is greater than contracted, Customer shall be invoiced for any licenses used above the amount set forth herein. If any increase in fees is required, Customer shall also pay the expenses associated with the audit.

**8.6 Taxes.** Customer shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. JUMP Technology Services shall be responsible for taxes on its net income.

## **9 TERM AND TERMINATION**

**9.1 Term.** This Agreement shall remain in effect until its termination as provided below (the “Term”). The term of each Statement of Services shall begin on the applicable “Services Effective Date” and continue until all Services expire or are terminated in accordance with this Agreement.

**9.2 Termination.** JUMP Technology Services may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state, or a federal

agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to JUMP Technology Services, or (ii) if adequate funds to pay JUMP Technology Services all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substation for another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Furthermore, failure to use the **Licensed Software, Services, and Platform** or Upgrades thereto in accordance with Applicable Law is a material breach of this Agreement and cause for termination.

**9.3 Effect of Termination.** Upon termination of the Agreement, each outstanding **Statement of Services**, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the **Subscription Services** and JUMP Technology Services shall immediately cease providing the **Professional Services**. If (i) JUMP Technology Services terminates this Agreement pursuant to the second sentence of Section 9.2, or (ii) Customer terminates this Agreement pursuant to clause (ii) of Section 9.2, all Fees that would have become payable had each outstanding **Statement of Service** remained in effect until expiration of its current term will become immediately due and payable.

**9.4 Customer Data Upon Termination.** Upon termination of the Agreement, all Customer Data retained by JUMP Technology Services in database files shall be made available to Customer by a SQL Server database backup file (.bak) for a period of 60 days after the termination of this Agreement. Thereafter, JUMP Technology Services shall securely destroy **Customer Data** using a method that prevents recovery of the data in accordance with industry best practices for wiping of electronic media (e.g. NIST SP 800-88r1). All Customer Data will be rendered unreadable and unrecoverable.

**9.5 Survival.** Sections [3.1, 7.2, 7.4, and 9–1] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

## 10 WARRANTY AND DISCLAIMER

**10.1 Warranties.** JUMP Technology Services represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the **Customer Data** that is placed on, transmitted via or recorded by a **Platform** and the **Services**; (ii) the provision and use of **Customer Data** as contemplated by this Agreement and each **Platform** and the **Services** does not and shall not violate any Customer's privacy policy, terms- of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) with the exception of social security numbers, no **Customer Data** will include bank routing numbers, credit card or debit card numbers, credit report information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act. Additionally, Customer warrants that it will not enter data governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) unless JUMP Technology Services has indicated in writing in Schedule D – Statement of Services that the system provided by JUMP Technology Services is offered for the purposes of collecting protected health information.

**10.2 Remedy.** Customer's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify JUMP Technology Services of the applicable non-conformity, in which case JUMP Technology Services shall use commercially reasonable efforts to correct such non-conformity. Notwithstanding the foregoing, JUMP Technology Services shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of Customer, including a failure to use the **System** or **Services** in conformance with the Documentation or Applicable Law; (b) any person (other than JUMP Technology Services) making modifications to the **Platform** in any way without JUMP Technology Services' prior written consent; or (c) any failure of any component of Hardware, Sublicensed Software, or any Customer-supplied software, equipment, or other third-party materials.

**10.3 No Virus Warranty.** JUMP Technology Services warrants that it will provide the **Services** free of viruses, worms, time bombs, Trojan horses, corrupted files, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another ("Malicious Code"). This warranty does not extend to Customer media files.

**10.4 Security, Data and Backup Warranty.** JUMP Technology Services warrants that JUMP Technology Services will use commercially reasonable efforts to safeguard and accurately maintain **Customer Data**, consistent with industry security standards and backup procedures. In the event of a breach, JUMP Technology Services shall use commercially reasonable efforts to correct **Customer Data** or restore **Customer Data** as quickly as possible, but in any case not to exceed three (3) business days. This warranty does not extend to any Third-Party Applications or Customer Data not hosted by JUMP Technology Services.

**10.5 Warranty of Title.** JUMP Technology Services warrants that it is the owner of the **Platform** or otherwise has the right to provide the **Services** as set forth in this Agreement without violating any proprietary rights of any third parties.

**10. 6 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, JUMP TECHNOLOGY SERVICES DOES NOT WARRANT THAT ACCESS TO THE **PLATFORMS, SOFTWARE OR**

**SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES JUMP TECHNOLOGY SERVICES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, JUMP TECHNOLOGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN JUMP TECHNOLOGY SERVICES AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND JUMP TECHNOLOGY SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

**10.7 Customer Warranty.** Customer warrants that Customer (a) has the power and authority to enter into this Agreement, and Customer shall be responsible for all acts and omissions of all Customer affiliates and **Authorized Users**; and (b) shall use its best efforts to protect the security of the **Licensed Software and Services**.

## **11 INDEMNITY**

**11.1 Indemnification by JUMP Technology Services.** JUMP Technology Services will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services, or Customer's use or access thereto in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by JUMP Technology Services, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by JUMP Technology Services, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by JUMP Technology Services to be infringing, JUMP Technology Services may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

**11.2 Indemnification by Customer.** Customer shall indemnify, defend, and hold harmless JUMP Technology Services from and against any and all claims, proceedings, damages, liability and costs (including reasonable attorney's fees) incurred by JUMP Technology Services in connection with any claim arising out of (i) any breach or alleged breach of any of Customer's obligations set forth in this Agreement, and (ii) Customer's use of the Services, or the use by any party related to Customer, or any party acting upon Customer's authorization in a manner that is not expressly authorized by the Agreement, regardless of the type or nature of the claim. Customer shall cooperate as fully as reasonably required in the defense of any claim. JUMP Technology services reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and Customer shall not in any event settle any matter without written notification to JUMP Technology Services.

**11.3 Indemnification Procedures.** To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed

## **12 LIMITATION OF LIABILITY**

**12.1 IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE THIRTY SIX (36) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS**

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12.2 Limitation on Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment.

## 13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of California, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of California.

## 14 SECURITY

14.1 Data Center Procedures. JUMP Technology Services maintains the **Platform** using a third-party service provider authorized by the **Federal Risk and Authorization Management Program (“FedRAMP”)**. Customer acknowledges that JUMP Technology Services cannot offer any additional or modified procedures other than those put in place by such technology provider.

14.2 Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of **Customer Data** is caused by JUMP Technology Services' breach of its security and/or privacy obligations under this Agreement, JUMP Technology Services shall provide Customer notification as required by Law and pay the reasonable and documented costs Customer incurs in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, JUMP TECHNOLOGY SERVICES SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR CUSTOMER USERS, AGENTS OR CONTRACTORS.

## 15 PUBLICITY

15.1 Customer agrees that JUMP Technology Services may identify Customer as a customer in JUMP Technology Services's promotional materials. Customer may request that JUMP Technology Services stop doing so by submitting an email to [solutions@jumpfaster.com](mailto:solutions@jumpfaster.com) at any time. Customer acknowledges that it may take JUMP Technology Services up to 30 days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that JUMP Technology Services may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, and to third parties for purposes of due diligence.

## 16 NOTICES

16.1 All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form in the Statement of Services. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

## 17 FORCE MAJEURE

17.1 JUMP Technology Services is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any **Authorized User**.

## 18 ASSIGNMENT

18.1 Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, JUMP Technology Services may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of JUMP Technology Services' assets without any consent from Customer. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a **Platform** shall not be deemed a sublicensee under this Agreement.

## 19 RELATIONSHIP OF THE PARTIES

19.1 The relationship between Customer and JUMP Technology Services created under this Agreement shall be that of independent contractors.

## 20 GENERAL PROVISIONS

20.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all schedules, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail (unless otherwise expressly indicated in this Agreement or such Statement of Services), and the enforceability of the remaining provisions shall not be impaired. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

20.2 Purchase Orders and Acceptance of Quotes: If Customer submits its own terms which add to, vary from, or conflict with the terms herein in Customer's acceptance of a price quote or in a purchase order, or to JUMP Technology Services' employees and/or agents in the course of JUMP Technology Services providing the Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.

20.3 Reserved.

20.4 California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 et seq. ("CCPA") may be applicable to the Agreement. If applicable, JUMP Technology Services shall be deemed a "service provider" under the CCPA if JUMP Technology Services receives the "personal information" of any "consumer" for "processing" on Customer's behalf.

### Schedule A: Definitions

#### Schedule A: Definitions

**Authorized Users** means a user that has been permitted to use the Licensed Software, Sublicensed Software, Services, and/or Platform as described in the applicable Order Form.

**Change Order** means a written agreement signed by JUMP Technology Services and Customer stating their agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Total, if any, and (3) the extent of the adjustment in the Term, if any.

**Confidential Information** means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.

**Customer Data** shall mean all electronic data or information submitted by Customer to the Licensed Software or Services but excluding Deidentified Data (as defined below).

**“De-identified Data”** means Customer Data that is de-identified by JUMP Technology Services and such de-identification is certified by a third-party as compliant with the de-identification standards under HIPAA or otherwise meets the de-identification requirements under HIPAA.

**Federal Risk and Authorization Management Program (“FedRAMP”)** is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. More information can be found at <https://www.fedramp.gov/> FedRAMP supports agencies and cloud service providers through the FedRAMP authorization process and maintains a secure repository of FedRAMP authorizations to enable reuse of security packages.

**Order Form** means a work authorization executed by the Parties from time to time laying out the items being purchased by the Customer, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

**Platform** shall mean the Software delivered under the Subscription Services which includes supporting software, and programming, and user interfaces to Authorized Users as set forth in an Order Form.

**Professional Services** means, collectively, the implementation, installation, data conversion, consultation, and training services provided by JUMP Technology Services under or in connection with this Agreement.

**Service Level Agreement** shall mean the contractually binding agreement between JUMP Technology Services and the Customer regarding types and standard of services to be provided.

**Services** shall mean the Professional Services and the Subscription Services set forth in an Order Form.

**Software ("Licensed Software")** shall mean the program specific Software as a Service to which the customer is subscribing with individual licensed user accounts as set forth in an Order Form.

**Subscription Services** shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.

**Software** means the object code version of computer programs developed by JUMP Technology Services and listed on an Order Form, including Updates furnished to Customer by JUMP Technology Services pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third party software.

## **Schedule B: Service Level Agreement**

### **Schedule B: Service Level Agreement**

1.0 Support is provided under an annual contract that provides Customer access to a dedicated support team during normal business hours. Normal business hours are between 5 a.m. and 5:00 p.m. (Customer’s Local Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as SECTION B and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. The Support Services Center (“SSC”) web site address is <https://jumpssc.com>. The customer portal will be accessible 24 hours a day.

After hours emergency support will be via emergency phone numbers provided to Customer for reporting the unavailability of services or platform components where maintenance has not been scheduled and previously announced to Customer via maintenance notifications through the SSC.

2.0 Periodically, JUMP Technology Services will require Scheduled Downtime, for updates and system upgrades. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours’ notice, or in the event of a more urgent need JUMP Technology Services may give less notice to resolve an immediate security need. It is anticipated that there will be weekly scheduled downtime for system maintenance, JUMP Technology Services will post all downtime announcements on the customer portal.

Customer acknowledges and agrees that, from time to time, the Platform may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of JUMP Technology Services or that are not reasonably foreseeable by JUMP Technology Services. Client shall report any Unscheduled Downtime by calling JUMP Technology Services with the provided support number within one (1) day of its occurrence.

The performance and availability of the Platform are directly dependent upon the quality of Customer’s Internet connection. Inadequate Internet Connectivity is outside the scope of JUMP Technology Services’ responsibility and should be addressed by Customer directly with the Internet Service Provider. JUMP Technology Services cannot be held responsible for Internet infrastructure failures, but will aid Customer in determining the proper internet speed needed.

Service includes the following:

- Access to SSC via customer portal by up to five (5) designated Customer contacts

- Web access provides
  - Submitting Program inquiries or reporting Program problems
  - Access to Program technical tips
  - Access to Program problem and solution list(s)
  - Review Customer call/issue & status
  - Review Customer maintenance contract status

### 3.0 Reporting Cases to the SSC

3.1 All Program inquiries or issue reports submitted to JUMP Technology Services Help Desk Tickets (HDT) must be made by a designated Customer contact. HDT will generally fall into one of four categories:

- **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
- **Program Defect:** A Customer encounters a problem that is determined to be an Error or defect in the Program.
- **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services produced or licensed software or features. JUMP will review Customer's requests for feature enhancement during normal JUMP systems update cycles.
- **Documentation Discrepancies.**

3.2 All HDT submitted to the SSC shall be made in the form of an issue report and may require the following information prior to acknowledgment:

- Contact information for the designated Customer contact reporting the problem.
- A general description of the operating environment in which the issue was discovered (as applicable).
- A description of relevant hardware components in the environment.
- A description of relevant software components (operating system., browser) in the environment and their versions.
- A description of the problem, including screenshots, and expected results.
- System generated error messages.

3.3 JUMP will respond to HDT within JUMP's published response time goals as follows for all issues categories excluding enhancement requests:

Priority	Acknowledgment	Response
1 – High	2 business hours	4 business hours
2 – Medium	4 business hours	1 business day
3 – Low	1 business day	3 business days

- **Acknowledgment Time** is the time between the Customer reporting the HDT to JUMP and the time JUMP gives the Customer notice that it acknowledges the situation. These response times apply to HDT reported via our ticket system during normal business hours (CST). HDT reported via the portal outside of normal business hours (CST) will adhere to the above times from the start of the next business day. Acknowledgment is dependent upon JUMP receiving sufficient information to troubleshoot the reported problem.
- **Response Time** is the time between the Customer reporting the HDT and the time that a Project Manager or SSC Analyst is assigned and actively working on the HDT.

Enhancements requests will be acknowledged within 5 business days. Response times will vary by enhancement. Enhancements shall not exceed the annual credits budgeted. Annual enhancement budget shall not accrue. Requests for enhancements or services beyond the scope of this agreement shall be offered to Customer according to JUMP's current hourly support pricing.

### 4.0 Definitions of HDT Priorities

4.1 Priority Definitions: JUMP and Customer will work jointly to assign the appropriate priority to all HDT based on the following criteria:

Priority	Conditions

1 – High	Critical business impact. The Customer has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the Customer, which results in the inability to use a mission critical application.
2 – Medium	Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole function but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The Customer can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

**4.2 JUMP's Undertaking:** For each HDT reported by Customer, JUMP undertakes to:

- Maintain a telephone number for Customer to call to report a problem and receive assistance for afterhours critical outages
- Confirm receipt of all reports to Customer. The confirmation shall be in written form and shall contain an identifying ticket number assigned by JUMP which will be used in all subsequent communications and contain a timeframe in which a response from JUMP can be expected.
- Analyze the report and verify the existence of the problem
- Give Customer direction and assistance in resolving technical issues.

**4.3 Customer's Undertaking:** Before escalating a HDT to JUMP, Customer undertakes to:

- Appoint designated Contacts from Customer's organization for all matters relating to the support issues for JUMP systems
- Obtain all necessary information as outlined above.
- Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- Maintain an accurate record of all HDT actions, based on feedback from JUMP.

## 5.0 Closure of HDT

HDT will be considered to be resolved and will be closed under the following conditions:

- Customer receives an error correction, a workaround, or information that resolves the issue.
- Issue is identified as not a problem with the JUMP product
- If the HDT results in a defect correction or enhancement request being entered and Customer has been advised of this and has been notified of the defect/enhancement ID for future reference.
- The HDT will be closed if the Customer has not responded after 10 business days.

## 6.0 Software Releases

Customer may access system release information through the SSC website <https://jumpssc.com>

## 7.0 Failure Correction Goals

HDT that result in the identification of a software system defect/failure will cause a Defect to be logged. The Customer will be notified that the defect/failure was received and will be provided with an HDT number. JUMP will respond to defect reports as indicated in the table below. The response time goals do not apply in situations where it is verified that the source of the failure is a third party product.

Defect Correction Goals:

Priority	Interim Solution	Final Solution
1 – High	All commercially reasonable effort until the defect is repaired	Permanent correction within 30 business days of identification of the cause of the defect.

2 – Medium	N/A	Permanent correction within 45 business days of identification of the cause of the defect
3 – Low	N/A	Permanent correction with next schedule Major Release or Update Release

## SECTION B

### JUMP Technology Services Company Holidays

The following JUMP Technology services company holidays will be excluded from the support plan and as identified and defined by SECTION B, attached to the Software Maintenance and Support Agreement. JUMP company holidays are subject to change from year to year, but the total number of JUMP company holidays will not exceed ten (10) days per year.

Generally, the following holidays will be observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day after Thanksgiving, Christmas Day, and the Day after Christmas.

### Schedule C: Training

#### Schedule C: Training

##### 1.0 Intellectual Property

1.1. Any ideas, concepts, know-how or data processing techniques, developed by JUMP personnel (alone or jointly with the CUSTOMER) in connection with consulting services provided under this agreement are the exclusive property of JUMP.

##### 2. Web Based Training

2.1. All training requests will be scheduled by CUSTOMER representative through JUMP's web portal.

2.2. Cancelation and rescheduling must be coordinated by CUSTOMER representative rather than end users.

2.3. All cancelations to scheduled training must be made 48 hours prior to the scheduled training session. Cancelations less than 48 hours from the scheduled training session may result in \$150 cancelation charge.

2.4. JUMP shall provide a qualified trainer for each web based training class ordered by CUSTOMER.

##### 3. On-Site Training

3.1. CUSTOMER shall provide facilities and equipment for all onsite trainings. For initial training, CUSTOMER shall provide an appropriate training room, with a computer and high speed internet connection for each student and the JUMP trainer as well as a linked projector suitable for use with the provided trainer computer and a projection screen.

3.2. JUMP shall provide a qualified trainer for each on-site training class ordered by CUSTOMER.

3.3. JUMP shall provide a training version of the system.

3.4. All on-site training classes require four weeks' notice of cancelation. Cancelations less than four weeks prior to the training date may results in a \$600 cancelation charge.

##### 4. Training System for CUSTOMER Led Training

4.1. CUSTOMER may utilize the JUMP training or testing system to conduct CUSTOMER led training.

4.2. CUSTOMER acknowledges that the training and/or testing system is part of JUMP'S temporary staging and development environment and is not guaranteed to be available without interruption.

4.3. CUSTOMER acknowledges that the training system, when available, is offered without warranty and that CUSTOMER will not use the training system to enter electronic protected health information (ePHI).

4.4. CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

**Schedule D: Statement of Services****Schedule D: Statement of Services**

CUSTOMER is subscribing to licensing and hosting of the following system.

The **data classification** is:

Confidential: Personally, identifying information

**Applicable governance standards for data security (Y/N):**

**NO** - PCI: Payment card industry. The system does not store credit card and financial account information. Customer agrees not to enter this type data into the system (Warranties 10.1).

**NO** - HIPAA, ePHI. The system is not a healthcare system and is not offered for the purposes of providing health care, medical diagnosis, medical billing, or medical health plans. Customer agrees not to enter this type data into the system (Warranties 10.1).

No.	Item	Description	Eff Date	End Date	Qty	Price	Extended
1	LEAPS 1 - 10	Licensing and hosting for up to 10 named users.  Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services.	07/01/2024	06/30/2025	12	\$278.25	\$3,339.00
2	Service Credit	Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders. (Included)	07/01/2024	06/30/2025	8	\$.00	\$.00
3	LEAPS 1 - 10	Licensing and hosting for up to 10 named users.  Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services.	07/01/2025	06/30/2026	12	\$278.25	\$3,339.00
4	Service Credit	Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders. (Included)	07/01/2025	06/30/2026	8	\$.00	\$.00
5	LEAPS 1 - 10	Licensing and hosting for up to 10 named users.  Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services.	07/01/2026	06/30/2027	12	\$278.25	\$3,339.00
6	Service Credit	Exchange rates are based on custom quote requests or training ordered from the training catalog. Credits must be prepaid and applied to customer account prior to quote requests or training orders. (Included)	07/01/2026	06/30/2027	8	\$.00	\$.00
<b>Order</b>					60		\$10,017.00
<b>Item</b>							\$10,017.00
<b>Totals</b>							
<b>Subtotal</b>							\$10,017.00
<b>Order</b>							
<b>Total</b>							<b>\$10,017.00</b>

**Schedule E: Insurance****Schedule E: Insurance**

**Insurance Coverage****Limitation of Liability and Damages**

1.1. Customer Insurance not applicable. Except in the event of criminal or negligent action/inaction by the CUSTOMER, its officers, employees, contractors or agents, nothing herein shall be construed as granting to JUMP, its officers, employees, contractors or agents any insurance benefit/coverage under CUSTOMER insurance.

1.2. Insurance. JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of Insurance documenting the following insurance coverage. JUMP shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.

1.3. Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

1.4. Liability Insurance. JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.

1.4.1. General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

1.4.2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

1.4.3. Professional Liability Insurance. Errors & Omissions/ Cyber Liability coverage of not less than FIVE MILLION DOLLARS (\$5,000,000).

1.5. Limitations on Liability. The liability of the parties and the remedies of the parties shall be limited as follows:

1.5.1. Uncontrollable Events. Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

1.5.2. Consequential Damages. Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

1.5.3. Value of Contract. In no event shall the aggregate liability of JUMP to CUSTOMER (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by CUSTOMER to JUMP pursuant to the terms of this contract.

1.5.4. Passage of Time. In no event shall a cause of action be asserted by CUSTOMER against JUMP or JUMP against CUSTOMER, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

**Signatures**

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Denise M. Brinkmeyer  
President and CEO, JUMP Technology Services

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County of Plumas



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:**

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign and ratify an agreement between Plumas County Department of Social Services and Nola Brantley, a sole proprietor, doing business as Nola Brantley Speaks!; effective July 1, 2024 to December 31, 2024; not to exceed \$15,000.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign and ratify an agreement between Plumas County Department of Social Services and Nola Brantley, a sole proprietor, doing business as Nola Brantley Speaks!; effective July 1, 2024 to December 31, 2024; not to exceed \$15,000.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

**Background and Discussion:**

The Department of Social Services has been working toward development of a multi-agency response system to provide services to children who have been victimized by commercial sexual exploitation. A multi-agency response system would include members from the criminal justice system (DA and Law enforcement), Probation and community based entities such as those that could provide temporary housing or shelter to children who've been victims.

**Action:**

Approve and authorize Chair to sign and ratify an agreement between Plumas County Department of Social Services and Nola Brantley, a sole proprietor, doing business as Nola Brantley Speaks!; effective July 1, 2024 to December 31, 2024; not to exceed \$15,000.00; (No General Fund Impact) State funds; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) State funding

**Attachments:**

1. 3450 FINAL Brantley

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and Nola Brantley, a sole proprietor, doing business as Nola Brantley Speaks! (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00).
3. Term. The term of this Agreement shall be from July 1, 2024, through December 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or

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responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. **Business-to-Business Relationship.** Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation (“business service provider”) that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit “A” without restriction by County. County is interested only in the results to be achieved from Contractor’s performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor’s performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys’ fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor’s services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this Agreement.
16. **Interpretation.** This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Dept. of Social Services  
County of Plumas  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971  
Attention: Debbie Wingate

Contractor:

Nola Brantley Speaks!  
1375 W 26<sup>th</sup> Street  
San Pedro, CA 90732  
Attention: Nola Brantley

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions->

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[programs-and-country-information/ukraine-russia-related-sanctions](#)). Failure to comply may result in the termination of this agreement.

26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

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

**CONTRACTOR:**

Nola Brantley, a sole proprietor

By: \_\_\_\_\_  
Name: Nola Brantley  
Date signed: \_\_\_\_\_

**COUNTY:**

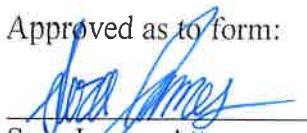
County of Plumas, a political subdivision of the State of California

By: \_\_\_\_\_  
Greg Hagwood, Chair  
Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office

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## **EXHIBIT A**

### **Scope of Work**

Nola Brantley Speaks! will conduct “CSEC 101 – Basic Awareness”, “CSEC 102 – Engagement Skills” training sessions as well as “CSEC Prevention Curriculum Facilitators Training” to Plumas County Department of Social Services staff members and other applicable participants. Trainers and facilitators will utilize a survivor-clinician training model to provide the most comprehensive overview of the topic. The trainings will be provided consecutively on dates mutually agreed to by the parties.

Services provided by the trainer/facilitator include:

1. 1 Full-Day training in CSEC 101 Basic Awareness
2. 1 Full-Day training on CSEC 102 Engagement Skills
3. 2 Full-Day trainings on CSEC “Organizational Strategies to Address Vicarious Trauma.
4. 1 Half- Day training on CSEC “Organizational Strategies to Address Vicarious Trauma.
5. 1 Half-Day training CSEC “The Lasting Impact of Poverty”
6. 1 Half-Day training CSEC “Generational Trauma”
7. 1 Full-Day training CSEC “Growing Up in a Digital Age: The Intersection of CSEC and Technology

Participants will learn the following:

1. Theory and research about the topic as well as real life examples
2. Overview of victimization and the demand side of exploitation
3. Review of pathways of entry
4. Recognize at-risk behavior and circumstances
5. Preventative strategies and engagement techniques
6. Application of the stages of change
7. Peer recruitment risks and CSEC runaway behavior
8. Overview of trauma associated with victimization
9. Tools to mentor youth in CSEC risks

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## **EXHIBIT B**

### **Fee Schedule**

1 Full-day training CSEC 101 Basic Awareness	2 facilitators (survivor/ clinician)	@ \$2300	\$2,300.00
1 Full-day training CSEC 102 Engagement Skills	2 facilitators (survivor/ clinician)	@ \$2300	\$2,300.00
2 ½ days Organizational Strategies to Address Vicarious Trauma	2 facilitators (survivor/ clinician)	@ \$2300	\$5,750.00
½ day The Lasting Impact of Poverty	2 facilitators (survivor/ clinician)	@ \$1150	\$1,150.00
½ day Generational Trauma	2 facilitators (survivor/ clinician)	@ \$1150	\$1,150.00
1 full-day Growing Up in a Digital Age: The Intersection of CSEC and Technology		@ \$2300	\$2,300.00
<b>Total Compensation</b>			<b>\$14,950.00</b>

County will provide payment within 30 days of receipt of Contractor's invoice.

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



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Facility Services and CreteCraft Concrete Construction for ADA upgrades at Gansner Park; Completion Date October 31 2024; not to exceed \$26,216.00; (No General Fund Impact) Project is paid for by Prop68 2018 parks bond act per capita; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and CreteCraft Concrete Construction for ADA upgrades at Gansner Park.

**Background and Discussion:**

The project is to provide concrete ADA pathway to large bbq area and concrete pad for access to ADA picnic tables.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and CreteCraft Concrete Construction for ADA upgrades at Gansner Park.

**Fiscal Impact:**

No General Fund Impact, Prop 68 Project

**Attachments:**

1. 3432 FINAL

## **Construction Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports** department (hereinafter referred to as “County”), and Dixie L. Higgins dba CreteCraft Concrete Construction (hereinafter referred to as “Contractor”).

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the “Work”).
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-Six Thousand Two Hundred Sixteen Dollars and 0/100 Cents (\$26,216.00)** (hereinafter referred to as the “Contract Amount”), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **October 30th, 2024**, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
  - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
  - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the

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difference to the County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

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8. **Warranty.** Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.
9. **Taxes.** Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. **Permits and Fees.** Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. **Legal Notices.** Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. **Use of Site.** Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. **Cutting and Patching.** Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. **Changes in the Work.** The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

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16. **Delays in Performance.** If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.
18. **Tests and Inspections.** Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. **Prevailing Wage.** Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. **Legal Compliance.** Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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22. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively ‘County Parties’), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs (hereinafter collectively referred to as (‘Claims’), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. **Insurance.** Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

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

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

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

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

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particular, Contractor represents that it holds a current and active license as a **Class C-8 Concrete Contractor**, issued by the State of California, No. **603344**.

25. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. **Choice of Law.** The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or

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indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

35. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

**Facility Services and Airports**  
**County of Plumas**  
**198 Andy's Way**  
**Quincy, CA 95971**  
**Attention: Facilities Director**

Contractor:

**CreteCraft Concrete Construction**  
**73880 Hwy 70**  
**Portola, Ca 96122**  
**Attention: Bob Higgins**

37. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

38. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

39. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final

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payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

41. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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42. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

CONTRACTOR:

**Dixie L. Higgins dba CreteCraft  
Concrete Construction**

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

Name: Dixie L. Higgins

Title: Co-Owner

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

COUNTY:

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

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

Name: Greg Hagwood

Title: Chair, Board of Supervisors

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

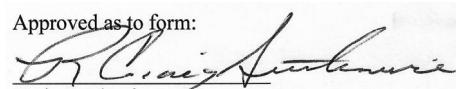
ATTEST:

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

Name: Allen Hiskey

Title: Clerk of the  
Board

Approved as to form:

  
Craig Settlemire  
Counsel

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## **EXHIBIT A**

### **Scope of Work**

1. The contractor shall:
  - a. Excavate, form and place concrete per drawing provided by Facilities Maintenance Supervisor prior to bid and as stated in bid dated March 18, 2024.
  - b. Work to be done during normal business hours and scheduled with Facility Services Maintenance Supervisor.
2. Provide and pay for all labor, materials, taxes, and insurance.
3. All work will be done in a safe manner to industry standards and comply with current California Codes and all applicable state and federal laws and regulations.

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## **EXHIBIT B**

The Contract Amount, \$26,216.00 including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
2. The County shall not have any responsibility to make payments to any subcontractor or supplier.
3. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
4. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

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**PLUMAS COUNTY  
PUBLIC WORKS DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize the Chair to sign First Amendment to Agreement between the County of Plumas and Gridley Country Ford for heavy equipment repairs; increasing compensation by \$21,000.00; (No General Fund Impact); approved as to form by County Counsel.

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**Recommendation:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 1 to the Services Agreement between the County of Plumas and Gridley Country Ford for heavy equipment repairs.

**Background and Discussion:**

Gridley Country Ford is currently providing heavy equipment repairs for the Public Works Maintenance fleet.

The need has arisen to increase the contract amount from \$7,000.00 to \$28,000.00 due to additional repairs for heavy equipment.

Amendment No. 1 acknowledges the change in contract amount.

**Action:**

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 1 to the Services Agreement between the County of Plumas and Gridley Country Ford for heavy equipment repairs. No General Fund Impact; Funded by Service Agreement between Plumas County and Gridley County Ford; approved as to form by County Counsel.

**Fiscal Impact:**

No General Fund impact. Funds approved in the FY23/24 budget.

**Attachments:**

1. Service Agreement PWRD-23-006 Gridley
2. Gridley Country Ford Amend 1

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and Gridley Country Ford, Inc. a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Seven Thousand Dollars and No/100 (\$7,000.00)**.
3. Term. The term of this agreement shall be from November 1, 2022 through October 31, 2025; unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.


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 CONTRACTOR INITIALS

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

 COUNTY INITIALS

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

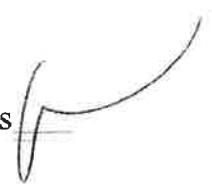
d. Workers Compensation insurance in accordance with California state law.

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

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

 COUNTY INITIALS

- 3 -

 CONTRACTOR INITIALS

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

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

 COUNTY INITIALS

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 CONTRACTOR INITIALS

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

County:

Plumas County Department of Public Works  
1834 E. Main St  
Quincy, CA 95971  
Attention: Administrative Services Officer

Contractor:

Gridley Country Ford  
1709 HWY 99 E. & Spruce Street  
Gridley, CA 94948  
Attention: Curtis D. Engen, Owner

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

 COUNTY INITIALS

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 CONTRACTOR INITIALS

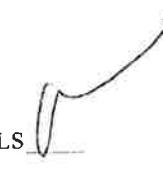
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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



COUNTY INITIALS



CONTRACTOR INITIALS

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

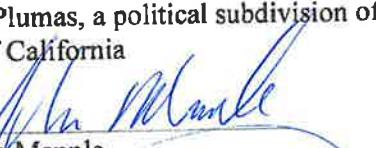
**CONTRACTOR:**

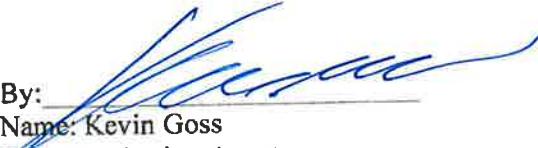
Gridley Country Ford, a California Corporation

By:   
Name: Curtis D. Engen  
Title: President/Secretary  
Date signed:

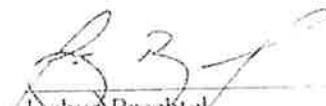
**COUNTY:**

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

By:   
Name: John Mannle  
Title: Public Works Director  
Date signed:

By:   
Name: Kevin Goss  
Title: Purchasing Agent  
Date signed:

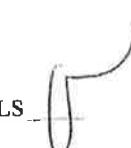
Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

10/6/2022

  
COUNTY INITIALS

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CONTRACTOR INITIALS

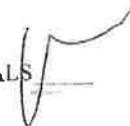
**EXHIBIT A**

**Scope of Work**

1. Contractor will provide repair services to County heavy equipment and vehicles on an as-needed basis upon request of the County.
2. All work shall be provided in accordance with industry standards for high-quality heavy equipment and vehicle repairs.

 COUNTY INITIALS

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CONTRACTOR INITIALS 

**EXHIBIT B**

**Fee Schedule**

1. Labor shall be charged at \$150.00 per hour.
2. All prices for parts shall be at or below Contractor's standard rates for such services.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at anytime Contractor believes that repairs will cost more than the county-authorized written estimate, Contractor shall provide a received written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

 COUNTY INITIALS

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 CONTRACTOR INITIALS

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND GRIDLEY COUNTRY FORD**

This First Amendment to Agreement ("Amendment") is made on 6/24/24, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Gridley Country Ford Inc. ("CONTRACTOR") who agrees as follows:

**1. Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and Gridley Country Ford, Inc. have entered into a written Agreement, dated November 1, 2022, (the "Agreement"), in which Gridley Country Ford, Inc agreed to provide repair services for County heavy equipment on an as-needed basis.
- b. Because of the need for additional services the parties desire to change the agreement.

**2. Amendments:** The parties agree to amend the Agreement as follows:

- a. Paragraph 2 is amended to read as follows:

Compensation. County shall pay contractor for services provided to County pursuant to the agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed twenty-eight thousand and No/100 (\$28,000.00).

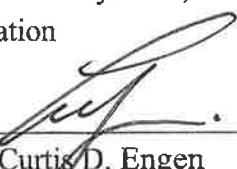
**3. Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated November 1, 2022, shall remain unchanged and in full force and effect.

 Contractor Initials

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

**CONTRACTOR:**

Gridley Country Ford, a California Corporation

By:   
Name: Curtis D. Engen  
Title: President/Secretary  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Robert Thorman  
Title: Acting Public Works Director  
Date signed:

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair of the Board of Supervisors  
Date signed:

**ATTEST:**

\_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board  
Date Signed:

Approved as to form:

  
Craig Settemire  
Counsel

 Contractor Initials



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District serving mental health awareness and suicide prevention; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact) Mental Health Services Act funds; approved as to form by County Counsel.

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District serving mental health awareness and suicide prevention; effective July 1, 2024; not to exceed \$15,000.00; (No General Fund Impact) Mental Health Services Act funds; approved as to form by County Counsel.

**Background and Discussion:**

Feather River Community College serving mental health awareness and suicide prevention to students, including Transitional Age Youth. The center provides individual and group counseling, crisis intervention, consultation, outreach, workshops and referrals to community providers.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District serving mental health awareness and suicide prevention; effective July 1, 2024; not to exceed \$15,000.00; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) Mental Health Services Act funds

**Attachments:**

1. 4419\_001

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Feather River Community College District**, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed fifteen thousand dollars (\$15,000.00).
3. Term. The term of this Agreement commences July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

COUNTY INITIALS

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**CONTRACTOR INITIALS**

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6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

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

- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

CONTRACTOR INITIALS 

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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

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CONTRACTOR INITIALS 

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, LMFT  
Plumas County Behavioral Health Director  
270 County Hospital Road., Suite 109  
Quincy, CA 95971

Contractor:

Feather River College  
570 Golden Eagle Avenue  
Quincy, CA  
Attention: Carlie McCarthy, Dean of Student Services

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in

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

Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to

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

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CONTRACTOR INITIALS 

the County or to the State Auditor upon the request of either the State Auditor or the County.

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

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

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CONTRACTOR INITIALS 

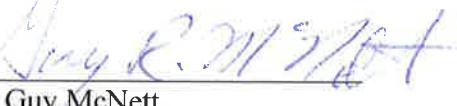
IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

**CONTRACTOR:**

Feather River Community College District,

By: 

Name: Kevin Trutna, PhD  
Title: President/Superintendent  
Date signed:

By: 

Name: Guy McNett  
Title: President, Board of Trustees  
Date signed:

**COUNTY:**

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

By: 

Name: Sharon Sousa LMFT  
Title: Behavioral Health Director  
Date signed: May 17, 2024

**APPROVED AS TO CONTENT:**

Name: Greg Hagwood  
Title: Chair, Board of Supervisors  
Date signed:

**Attest:**

By: \_\_\_\_\_  
Name: Allen Hiskey  
Title: Clerk of the Board  
Date:

Approved as to form:

  
Joshua Breetzel, Attorney  
County Counsel's Office

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CONTRACTOR INITIALS 

**EXHIBIT A - SCOPE OF WORK**  
**Feather River College – Student Mental Wellness Center**

The Student Mental Health and Wellness Center on campus is dedicated to mental illness/suicide prevention and education and support of mental health and wellness for Feather River College (FRC) students, including Transitional Age Youth (TAY). The center provides individual and group counseling, crisis intervention, consultation, outreach, programming, workshops and referrals to community providers.

The following services and activities shall be completed under this agreement:

Ongoing programming will continue with the emphasis on stigma reduction, mental health awareness and suicide prevention.

Existing partnerships with PCIRC, Plumas County Behavioral Health, Plumas District Hospital, Plumas Rural Services, and other agencies will continue. The FRC Student Mental Health and Wellness Center will refer more pronounced mental health issues and follow-up cases to community providers. The Center will provide prevention and intervention surrounding mental health issues at FRC, with the goal of reduction of the number and severity of mental health issues within the campus community.

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CONTRACTOR INITIALS 

### **EXHIBIT B - FEE SCHEDULE**

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices, and quarterly reports in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson [kpierson@pcbh.services](mailto:kpierson@pcbh.services) and accounts payable Lisa Beck [lbeck@pcbh.services](mailto:lbeck@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

### **INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

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

CONTRACTOR INITIALS 



**PLUMAS COUNTY  
LIBRARY DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Dora Mitchell, Librarian

**MEETING DATE:** July 2, 2024

**SUBJECT:** **Approve a one-day closure of the Chester Branch Library to allow branch staff to attend a required Trindel CPR/AED training at the Quincy Library on July 9th, 2024.**

---

**Recommendation:**

Approve a one-day closure of the Chester Branch Library to allow branch staff to attend a required Trindel CPR/AED training at the Quincy Library on July 9th, 2024.

**Background and Discussion:**

It has been requested by Risk Management that all library and literacy staff attend a CPR/AED training session presented by Trindel on July 9th, 2024, from 8:30 am to 12:30 pm. All available staff from the Chester Branch will be attending the training, meaning it will be necessary to close the branch for the day.

We would like all library and literacy staff to have the opportunity to be trained in the case of a life-threatening situation at any branch of the library. Thus, it is recommended that the Board approve a one-day closure of the Chester Branch Library.

**Action:**

Approve a one-day closure of the Chester Branch Library to allow branch staff to attend a required Trindel CPR/AED training at the Quincy Library on July 9th, 2024.

**Fiscal Impact:**

(No General Fund Impact) (no funds required)

**Attachments:**

None



**PLUMAS COUNTY  
BECKWOURTH COMMUNITY SERVICES  
DISTRICT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Manager Beckwourth CSA and Adopt Resolution to Designate the Authorize Representative; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action. Roll call vote.

---

**Recommendation:**

The Acting Manager of BCSA respectfully recommends the Governing Board authorize the Chair to sign letter to State Water Resources Control Board confirming that Robert Thorman is authorized as Acting Manager Beckwourth CSA and Authorize the Chair to sign Resolution designating the Manager Beckwourth CSA as authorized representative.

**Background and Discussion:**

On May 21, 2024, the Governing Board authorized the Chair to sign letter confirming Rob Thorman as Acting Director Public Works. This was for the current grant funding agreement and pending amendment. The Water Boards is now requesting a letter from the Chair confirming Rob Thorman is Acting Manager of Beckwourth CSA. This relates to Resolution 18-8318 which authorized the Manager of Beckwourth CSA on February 20, 2020 to apply for grant funding from the Water Board for planning, design and construction of BCSA Lift Station Replacement. This will allow the Acting Manager of Beckwourth CSA to apply for construction grant funding.

In order to submit the application for construction grant funding through the Water Board, a resolution designating the Manager of Beckwourth CSA as authorized representative is required.

**Action:**

Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Manager Beckwourth CSA and Adopt **Resolution** to Designate the Authorize Representative; approved as to form by County Counsel; No General Fund Impact; discussion and possible action. **Roll call vote.**

**Fiscal Impact:**

No General Fund impact.

**Attachments:**

1. Resolution BSCA
2. Letter - Cheng Vue SWRCB Manager BCSA
3. Resolution No. 18-8318

## AUTHORIZING RESOLUTION/ORDINANCE

RESOLUTION NO: \_\_\_\_\_

WHEREAS \_\_\_\_\_ To designate the authorized representative  
 RESOLVED BY THE \_\_\_\_\_ *(insert appropriate findings)* \_\_\_\_\_ OF THE  
 Beckwourth CSA Governing Board \_\_\_\_\_  
 Beckwourth CSA \_\_\_\_\_ *(insert name of Governing Board of the Entity)* \_\_\_\_\_ (the "Entity"), AS FOLLOWS:  
 \_\_\_\_\_ *(insert Entity name)*

The \_\_\_\_\_ Manager Beckwourth CSA \_\_\_\_\_ (the "Authorized Representative") or designee is  
 \_\_\_\_\_ *(insert Title of Authorized Representative)* hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance  
 Application for a financing agreement from the State Water Resources Control Board for the planning, design,  
 and construction of \_\_\_\_\_ Beckwourth CSA Sewer Lift Station Replacement & Sewer Line \_\_\_\_\_ (the "Project").  
 \_\_\_\_\_ *(insert Project Name)*

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications,  
 and commitments required for the financial assistance application, including executing a financial assistance  
 agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the  
 Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of  
 the Entity and compliance with applicable state and federal laws.

### CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted  
 at a meeting of the \_\_\_\_\_ Beckwourth CSA Governing Board \_\_\_\_\_ held  
 \_\_\_\_\_ *(insert name of Governing Board of the Entity)*  
 on \_\_\_\_\_ June 25, 2024 \_\_\_\_\_.  
 \_\_\_\_\_ *(Date)*

---

(Name, Signature, and Seal of the Clerk or Authorized Record Keeper of the Governing Board of the Agency)

Approved as to form:

  
 Joshua Brechtel, Attorney  
 County Counsel's Office

# BOARD OF SUPERVISORS

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DWIGHT CERESOLA, VICE CHAIRMAN DISTRICT 1  
KEVIN GOSS, DISTRICT 2  
TOM MCGOWAN, DISTRICT 3  
GREG HAGWOOD, CHAIRMAN DISTRICT 4  
JEFF ENGEL, DISTRICT 5



July 2, 2024

Mr. Cheng Vue, Water Resources Control Engineer  
California State Water Resources Control Board  
Email: [cheng.vue@waterboards.ca.gov](mailto:cheng.vue@waterboards.ca.gov)

SUBJECT: Beckwourth CSA  
Confirmation of Public Works Acting Director

Dear Mr. Vue:

The purpose of this letter is to confirm to the California State Water Resources Control Board that Robert Thorman currently holds the position of Acting Manager Beckwourth CSA. Mr. Thorman's job description as Assistant Director Public Works specifically specifies as needed, the Assistant Director will serve as the Acting Director of Public Works which also includes Acting County Engineer and Acting Manager Beckwourth CSA

Mr. Thorman will continue to serve as Acting Director, Acting County Engineer and Manager Beckwourth CSA until the Board of Supervisors appoints a Public Works Director.

If you have any further questions, please call Rob Thorman at 283-6495.

Sincerely,

Greg Hagwood, Chair District 4 Supervisor  
Plumas County Board of Supervisors

**RESOLUTION NO. 18- 8318**

**A RESOLUTION AUTHORIZING  
BECKWOURTH CSA AUTHORIZED REPRESENTATIVE**

**WHEREAS**, the Board of Supervisors of the County of Plumas acts as the Beckwourth County Services Area (BCSA) Governing Board, (the “Entity”), and

**WHEREAS**, the Entity has determined, upon recommendation of staff, that the existing sewer system is in need of major infrastructure improvements, including replacement of its existing pumping station and repair or replacement of its existing sewer pipe collection system, and

**WHEREAS**, the Entity desires to apply for financial assistance, such as grant funding, to plan, design and construct necessary sewer infrastructure, and

**WHEREAS**, the Entity desires to Authorize a staff official to act on behalf of the Entity.

**NOW, THEREFORE BE IT RESOLVED** that the County Engineer acting as Manager of Beckwourth CSA (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Beckwourth CSA Sewer Lift Station Replacement, sewer line inflow and infiltrations study, and associated sewer pond valves (the “Project”), and

**BE IT FURTHER RESOLVED** that this Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto, and

**BE IT FURTHER RESOLVED** that the Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity’s responsibilities under the financing agreement, including certifying disbursements requests on behalf of the Entity and compliance with applicable state and federal laws.

The foregoing resolution was duly passed and adopted by the Governing Board of Beckwourth County Services Area, State of California, at a regular meeting of said Board held on the 20th day of February, 2018, by the following vote:

**AYES:** Supervisors: SIMPSON, THRALL, GOSS, SANCHEZ, ENGEL

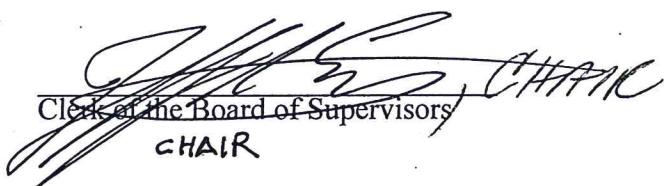
**NOES:** Supervisors: NONE

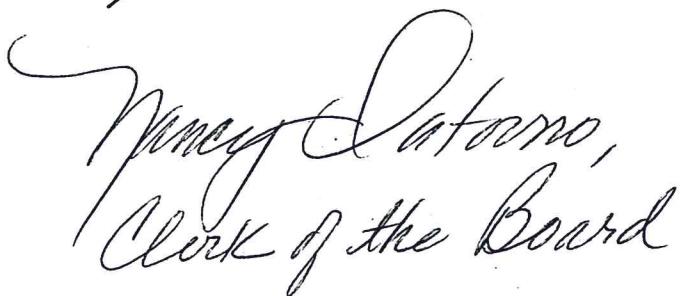
**ABSTAIN:** Supervisors: NONE

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Chair, Board of Supervisors

ATTEST:

  
Clerk of the Board of Supervisors  
CHAIR

  
Nancy Satoano,  
Clerk of the Board



**PLUMAS COUNTY**  
**WALKER RANCH COMMUNITY SERVICE**  
**DISTRICT**  
**MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** July 2, 2024

**SUBJECT:** **Approve and authorize Chair to sign Agreement between Plumas County, a political subdivision of the State of California, by and through WALKER RANCH COMMUNITY SERVICES DISTRICT (WRCSD) and Sierra Water Management, Inc. for water and sewer system operations; effective July 1, 2024; not to exceed (\$330,000.00); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.**

---

**Recommendation:**

The Acting Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the Chair of the Board of Supervisors to sign the agreement with Sierra Water Management, Inc. in the not to exceed amount of \$330,000 for the three-year agreement.

**Background and Discussion:**

Sierra Water Management, Inc. (SWM) is the current Operator for Walker Ranch CSD. They are responsible for the maintenance and operation duties for the domestic water and wastewater facilities of the CSD. SWM has operated the systems since 2006 and we feel confident that a contract extension would be beneficial to the CSD.

A Request for Qualification (RFQ) was advertised for operation of the Walker Ranch CSD water and sewer system on April 15, 2024. This RFQ was posted online and at the Courthouse. Qualifications were received May 10, 2024 from Sierra Water Management with no other qualifications submitted. Sierra Water Management was determined to be the most qualified.

The not to exceed compensation has been increased from \$85,000 per year to \$110,000 per year. The hourly rates charged for operator have been increased from \$55 to \$70 per hour and the assistant operator have increased from \$40 to \$55 per hour. Snow removal equipment with operator is increasing from \$100 to \$125 per hour. In addition to increased operator and equipment charges, the reporting requirements by the State Water Board continue to increase.

The attached three-year agreement has been approved by County Counsel as to form. WRCSD has funds budgeted for this work and doesn't require any General Funds.

**Action:**

Approve and authorize Chair to sign Agreement between Plumas County, a political subdivision of the State of California, by and through WALKER RANCH COMMUNITY SERVICES DISTRICT (WRCSD) for water and sewer system operations with Sierra Water Management, Inc.; effective July 1, 2024; not to exceed Three hundred thirty-three thousand dollars (\$330,000); No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

No General Fund impact. Fund via WRCSD.

**Attachments:**

1. Contract WRCSA

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through **WALKER RANCH COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California, (hereinafter referred to as "WRCSD"), and **SIERRA WATER MANAGEMENT, INC.**, a California corporation ("Consultant").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the WRCSD with services as set forth in Exhibit A, attached hereto.
2. Compensation. WRCSD shall pay Contractor for services provided to WRCSD pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by WRCSD to Contractor under this Agreement shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000).
3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2027, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.
4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the WRCSD shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the WRCSD shall have the option to either cancel this Agreement with no further liability incurring to the WRCSD, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

\_\_\_\_ WRCSD INITIALS

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CONSULTANT INITIALS WWD

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

\_\_\_\_ WRCSD INITIALS

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CONSULTANT INITIALS W W

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

\_\_\_\_ WRCSD INITIALS

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CONSULTANT INITIALS LL WP

term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

10. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the WRCSD, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, WRCSD. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in WRCSD. It is understood by both Contractor and WRCSD that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. **Professional Services Contract.** Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by WRCSD. WRCSD is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than WRCSD without restriction, and holds themselves out to as available to perform the same type of work. WRCSD shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold WRCSD, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
12. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the WRCSD.
13. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. **Choice of Law.** The laws of the State of California shall govern this agreement.
15. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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CONSULTANT INITIALS HL WP

16. **Integration**. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. **Severability**. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. **Headings**. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. **Waiver of Rights**. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. **Conflict of Interest**. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of WRCSD relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the WRCSD, the WRCSD may immediately terminate this Agreement by giving written notice to Contractor.
21. **Notice Addresses**. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

WRCSD:

Walker Ranch Community Service District  
1834 E Main Street  
Quincy, CA 95971  
Attention: Rob Thorman

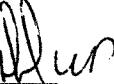
Consultant:

Sierra Water Management, Inc.  
660 Red River Drive  
Lake Almanor, CA 96137  
Attention: David Durkin

22. **Time of the Essence**. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

\_\_\_\_ WRCSD INITIALS

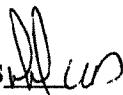
- 5 -

CONSULTANT INITIALS 

23. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. **Suspension and Debarment.** The WRCSD does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the WRCSD. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the WRCSD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

WRCSD INITIALS

- 6 -

CONSULTANT INITIALS 

and audit of the State Auditor at the request of the WRCSD or as part of any audit of the WRCSD for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the WRCSD or to the State Auditor upon the request of either the State Auditor or the WRCSD.

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

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

**CONTRACTOR:**

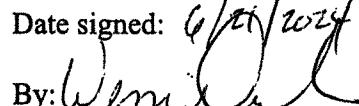
Sierra Water Management, Inc.

By: 

Name: David Durkin

Title: CEO

Date signed: 6/21/2021

By: 

Name: Wendi Durkin

Title: Secretary

Date signed: 6/21/21

**CSD:**

Walker Ranch Community Services District, a political subdivision of the State of California

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

Name: Greg Hagwood

Title: Chair, Walker Ranch CSD

Date signed:

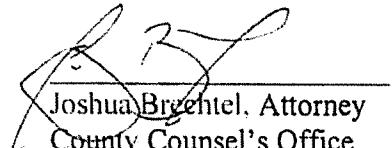
**ATTEST:**

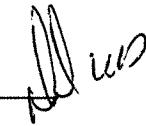
By: \_\_\_\_\_

Allen Hiskey

Clerk of the Board

Approved as to form:

  
Joshua Brechtel, Attorney  
County Counsel's Office

WRCSD INITIALS 

SIERRA WATER MANAGEMENT CO. INC  
660 RED RIVER DRIVE  
LAKE ALMANOR, CA 96137  
(530) 519-2683  
dave@durkinhci.com

May 30, 2024

Walker Ranch Community Services District  
555 Main Street  
Quincy, Ca 95971  
Attn: Rob Thorman

Re: Contract Renewal

Sierra Water Management Company proposes to increase the contract amount to \$110,000.00 (a year for the next three years) due to the increase in costs associated with the duties/ responsibilities required to maintain the facility. The duties identified in Exhibit A (attached) require more time to perform today due to the increased building activity, (more homes, more water meters, more septic tanks, and more customers).

I am requesting an increase in the hourly wages due to the increase in operating costs (Labor, Insurance, Fuel, Taxes, etc). Please see Exhibit B (attached).

Please feel free to contact me with any and all questions or comments.

Thank you,



David W. Durkin, President



SIERRA WATER MANAGEMENT CO. INC  
660 RED RIVER DRIVE  
LAKE ALMANOR, CA 96137  
(530) 519-2683  
dave@durkinhci.com

EXHIBIT A

Scope of Work:

Domestic Water – Including but not limited to:

1. Record pump information into daily logs
2. Read water meters
3. Install water meters and meter setters
4. Exercise water valves
5. Flush and grease hydrants
6. Clean valve boxes
7. Flush blow-off valves
8. Paint valve lids
9. Paint hydrants
10. Inspect water tanks and grounds
11. Pulling and spraying weeds
12. Inspect pumps and booster pumps
13. Purchasing and installing turbine oil for pump
14. Inspect pressure tank vessel
15. Inspect pump house on Ridge
16. Annual Reports
17. Consumer Confidence Report
18. Responding to customer complaints, comments or concerns
19. Inspecting total system within WRCSD
20. Electrical Inspections and maintenance of panels
21. Emergency Repairs
22. Insuring positive pressure in water mains at all times
23. Maintaining records
24. Monitor water sampling for water tests



25. Snow removal
26. Paint and repair pump houses inside and outside as needed
27. Meet with County or State officials for site inspections
28. Supervise work performed by independent contractors

Wastewater duties included but not limited to:

1. Record pump and meter readings daily
2. Septic Tank inspections for all new installations
3. Adjust pump run times for leach field
4. Exercise gate valves
5. Cleaning pump vault screens in dosing tank
6. Inspect leach field and distribution system
7. Pull and spray weeds
8. Provide reports to Regional Water Control Board
9. Emergency repairs
10. Respond to customer complaints, comments or concerns
11. Snow Removal
12. Maintain records
13. Annual cleaning of all septic tank bio-tubes and inspection of pumps, floats and control panels for all commercial and residential customers in WRCSD
14. Meet with County or State officials for site inspections

A handwritten signature consisting of stylized initials and the letters "C.P.".

SIERRA WATER MANAGEMENT CO. INC  
660 RED RIVER DRIVE  
LAKE ALMANOR, CA 96137  
(530) 519-2683  
dave@durkinhci.com

EXHIBIT B

Fee Schedule

Operator	\$70.00 per hour
Assistant Operator	\$55.00 per hour
Emergency Repairs	\$100.00 per hour
Snow Removal with tractor	\$125.00 per hour
Equipment – (tractor, backhoe, loader, etc.)	\$125.00 per hour

*DR up*



**PLUMAS COUNTY**  
**PLUMAS COUNTY FLOOD CONTROL AND**  
**WATER CONSERVATION DISTRICT**  
**MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and California Cattlemen's Association Foundation on behalf of Taylorsville Mill Race Group; effective July 2, 2024; not to exceed \$513,070; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

---

**Recommendation:**

The Acting Flood Control Manager recommends that the Flood Control Governing Board vote to authorize the Chair to execute an agreement with California Cattlemen's Association Foundation on behalf of Taylorsville Mill Race Group Project in the not to exceed amount of one hundred thousand two hundred twenty thousand dollars (\$513,070).

**Background and Discussion:**

Flood Control and the Watershed Forum have received three of the four installments of Monterey Settlement funds from the Department of Water Resources since February 2022. The Watershed Forum was formed as mandated by the Monterey Settlement and met initially on July 15, 2022 to determine the specific criteria for how the funds will be allocated toward Watershed projects. Projects must meet the State's requirements and the goals of the Monterey Settlement. The Flood Control District is not eligible to apply for this funding referred to as "A" Funds. Staff only manages the Water Forum's program and provides oversight on the use of the funds granted to successful applicants. The Flood Control District will receive a total of \$2.04 million for "A" Fund projects in four installments ending in spring of 2025.

The Watershed Forum solicited concept proposals and received proposals from Sierra Valley Groundwater Management District (SCGWMD) and Taylorsville Mill Race Farmers Dam Resurfacing projects (TMRFDR) March 24, 2023. Both proposers were invited by the Watershed Forum to submit a full proposal on June 2, 2023 and full proposals were received in August 2023. Proposals were reviewed by members of the Watershed Forum and funds were awarded at the November 13, 2023 meeting. SCGWMD was approved for \$1,220,000 and TMRFDR was approved for \$513,070 in funding for Watershed Projects. Flood Control has the above funds in County accounts to pay the entities once agreements are executed. Progress will be monitored by Flood Control staff and progress payments made based on work completed. The Flood Control Governing Board approved the SCGWMD agreement on January 9, 2024. The agreement for TMRFDR has been approved as to form by County Counsel.

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Water Conservation District and California Cattlemen's Association Foundation on behalf of Taylorsville Mill Race Group; effective July 2, 2024; not to exceed \$513,070; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

No General Fund impact. Funded by Monterey Settlement funds.

**Attachments:**

1. Contract FC & Cattlemen's Assoc. Foundation

## **Services Agreement**

This Agreement is made by and between **Plumas Flood Control and Water Conservation District** (hereinafter referred to as "District"), and California Cattlemen's Association Foundation on behalf of Taylorsville Mill Race Group (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the District with services as set forth in Exhibit A, attached hereto
2. **Compensation.** District shall pay Contractor for work as completed pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by District to Contractor under this Agreement shall not exceed Five Hundred Thirteen Thousand Seventy and 00/100 Dollars (\$513,070.00).
3. **Term.** The term of this agreement shall be from Execution through December 31, 2026, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party. The District may terminate this agreement at any time without cause upon notice to the Contractor. Contractor shall receive payment for all work completed under this Agreement prior to notice of termination.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the District shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the District shall have the option to either cancel this Agreement with no further liability incurring to the District or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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DISTRICT INITIALS

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CONTRACTOR INITIALS

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

\_\_\_\_ DISTRICT INITIALS

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

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

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

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

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

\_\_\_\_\_ DISTRICT INITIALS

- 3 -

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

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

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

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DISTRICT INITIALS \_\_\_\_\_

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

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

District:

Flood Control & Water Conservation District  
1834 E Main Street, Quincy, CA 95971  
Attention: Rob Thorman

Contractor:

California Cattlemen's Association  
3841 N Freeway Blvd  
Sacramento, CA 95834  
Attention: Billy Gatlin

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The District does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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DISTRICT INITIALS

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the District or to the State Auditor upon the request of either the State Auditor or the District. Contractor agrees to provide reasonable access to records relating to the Project and to maintain such records as may be necessary to document services performed and hours worked. Contractor shall maintain such records for a period of no less than three years following completion of the Project.

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

28. Grant Funds Requirements. Public Contracts code must be followed. Department of Industrial Relations requirements must be followed including prevailing wage. Construction drawings must be stamped by a licensed Civil Engineer. Projects are required to comply with CEQA and any required permitting prior to construction. Environmental permitting & CEQA compliance may be a part of the proposal. All projects utilizing other than own forces will be required to conduct formal request for bid solicitation. District to hold 5% retention until project final report or other documentation is received and approved.

29. Annual Progress Reports and Final Report. Contractor shall provide District with a progress report in electronic form by October 1 of each year during the term of this Agreement, as well as a final report upon completion of the Project. Each report shall include (1) a brief scope of work, including any changes authorized to the original

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DISTRICT INITIALS

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CONTRACTOR INITIALS

proposal; (2) an assessment of project progress and photographs of any physical work completed; (3) an updated schedule for completion of the project and delivery of any required data, reports, plans, or other items required by this Agreement; and (4) a statement of funds expended and the status of any matching funds. In addition to the foregoing items, the final report shall include an assessment of the effectiveness of the Project in meeting the objectives presented in the Project proposal.

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

**CONTRACTOR:**

California Cattlemen's Association, Inc.

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

Name: Billy Gatlin

Title: CEO & CFO

Date signed:

**PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT:**

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

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

Name: Greg Hagwood

Title: Chair, Governing Board

Date signed:

**ATTEST:**

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

Name: Allen Hiskey

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

\_\_\_\_\_  
DISTRICT INITIALS

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CONTRACTOR INITIALS

## **EXHIBIT A**

### **Scope of Work**

**Scope includes all permits, Engineering and construction of resurfacing of the exiting concrete dam including new aluminum boards to replace the existing wood boards. Diversion to be provided to allow continuous steam flow during project construction.**

**In fulfilling the terms of this contract, contractor will be responsible for:**

- 1. Obtainment of project funding**
- 2. Solicit engineering and construction bids using State and County compliant procurement procedures.**
- 3. Finalization of engineering review and construction/repair plans if funding is successfully acquired**
- 4. Contractor is fully responsible for Obtaining all necessary permitting and construction easement access from adjacent private landowners.**
- 5. Project implementation/construction**
- 6. Ongoing monitoring of structural integrity done in conjunction with required water diversion reporting.**
- 7. Complete a final report documenting completion of project**

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DISTRICT INITIALS

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

## **EXHIBIT B**

### **Fee Schedule**

Contractor shall submit invoices to the District as work is completed, each of which shall include a progress report identifying specific tasks completed and the related expenditures. If a subcontractor performs any work, District shall issue payments to Contractor and Contractor shall pay the subcontractor. Contractor must obtain District approval in advance to reallocate funds from one budget line-item to another.

Permitting Costs**	To ensure full compliance, it is proposed that this project will do an initial study with a consultant to review permitting implications.	\$ 40,000
Engineering and Construction	A preliminary engineer's estimate was obtained - (MacNeil Construction Lic # 895676)	\$ 306,428
Aluminum Boards	More efficient installation, reduce human/wildlife conflict (to deter beaver damage), fire-proof	\$ 30,000
Inflation	~25% - Material and labor inflation factor	\$ 75,000
Clear Water Diversion During Construction	Allow continuous stream flow during project construction	\$ 15,000
Administration and Oversight (10%)	Legal counsel, financial reporting/audit, etc.	\$46,642
	Estimated Total Cost:	\$513,070

\_\_\_\_ DISTRICT INITIALS

- 9 -

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



**PLUMAS COUNTY  
OFFICE OF EMERGENCY SERVICES  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Lori Pini, Manager

**MEETING DATE:** July 2, 2024

**SUBJECT:** Adopt **RESOLUTION** Designation of Applicant's Agent Resolution for Non-State Agencies; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

---

**Recommendation:**

Adopt **RESOLUTION** Designation of Applicant's Agent Resolution for Non-State Agencies; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

**Background and Discussion:**

This Resolution identifies and establishes the Plumas County Authorized Agents to the Governor's Office of Emergency Services for the matters pertaining to state disaster assistance. We are asking that the Director of Emergency Services, Travis Goings, the Acting Director of Public Works, Rob Thorman and the Auditor-Controller Martee Graham be signing agents.

The previous Resolution was adopted July 6, 2021. The Resolution is only valid for three years and the previous one expires July 6, 2024.

Adopting this Resolution will allow Plumas County to continue to pursue reimbursements from previous disasters, as well as future disasters during the next three years. At that time, a new Resolution will need to be completed.

**Action:**

Adopt **RESOLUTION** Designation of Applicant's Agent Resolution for Non-State Agencies; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

**Fiscal Impact:**

No Fiscal Impact

**Attachments:**

1. Cal OES 130 Designation of Appicant's Agent Resolution 2024

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
(Governing Body) (Name of Applicant)

THAT DIRECTOR OF EMERGENCY SERVICES, OR  
(Title of Authorized Agent)

DIRECTOR OF PUBLIC WORKS, OR  
(Title of Authorized Agent)

PLUMAS COUNTY AUDITOR-CONTROLLER  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the COUNTY OF PLUMAS, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the COUNTY OF PLUMAS, a public entity established under the laws of the State of California,  
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.  
 This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 2ND day of JULY, 202024

GREG HAGWOOD, CHAIR, PLUMAS COUNTY BOARD OF SUPERVISORS

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, ALLEN HISKEY, (Name) duly appointed and CLERK OF THE BOARD of  
(Title)

COUNTY OF PLUMAS, (Name of Applicant) do hereby certify that the above is a true and correct copy of a

Resolution passed and approved by the BOARD OF SUPERVISORS of the COUNTY OF PLUMAS  
(Governing Body) (Name of Applicant)

on the 2ND day of JULY, 2024.

**CLERK OF THE BOARD**

(Signature)

(Title)



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Che Shannon, Management Analyst II

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize supplemental budget transfer(s) of \$350,000.00 from 0014010/10100 Cash-Balance to Expense Accounts to cover the over-budget costs in professional services line item; (No General Fund Impact) approved by Auditor/Controller. **Four/Fifths roll call vote**

---

**Recommendation:**

Approve and authorize supplemental budget transfer(s) of \$350,000.00 from 0014010/10100 Cash-Balance to Expense Accounts to cover the over-budget costs in professional services line item; (No General Fund Impact) approved by Auditor/Controller. **Four/Fifths roll call vote**

**Background and Discussion:**

On April 9, 2024, Plumas County Board of Supervisors approved the \$800,000.00 transfer from reserve to fund balance. Approval is respectfully requested to move \$350,000.00 cash balance into professional services line item to pay contracted vendors.

**Action:**

Approve and authorize supplemental budget transfer(s) of \$350,000.00 from 0014010/10100 Cash-Balance to Expense Accounts to cover the over-budget costs in professional services line item; (No General Fund Impact) approved by Auditor/Controller. **Four/Fifths roll call vote**

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. 4418\_001

FY 23/24

PLUMAS COUNTY JOURNAL ENTRY



In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

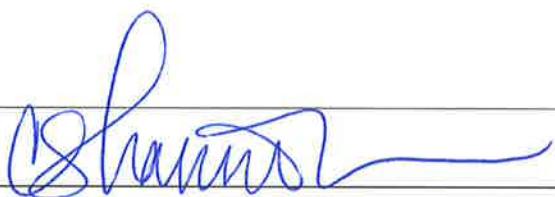
A) Expenses were more than anticipated; not enough funds in accounts to cover invoices

B) Did not budget enough in expenses

C) Invoices need to be paid in FY 23/24

D)

Approved by Department Signing Authority:



Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

#### INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Kyle Hardee, Administrative Services Officer  
**MEETING DATE:** April 9, 2024  
**SUBJECT:** Approve the transfer of funds from Cash Reserve account to Cash Balance

---

**Recommendation:**

The Director of Behavioral Health respectfully recommends that the Board of Supervisors approve the attached budget transfer in the amount of \$800,000.

**Background and Discussion:**

With the implementation of CalAIM reform on July 1, 2023, Behavioral Health had to change billing systems. Delays in system implementation and State processes have resulted in the Department not being able to submit MediCal billing since June 2023. The delay in receiving this revenue has decreased our Cash-Balance account, necessitating the movement of funds from the Cash-Reserves account. Once billing revenues are received, the Department plans on replenishing the Cash-Reserves account.

**Action:**

Approve a transfer of funds within the Behavioral Health Department, from account 10147 Cash-Reserve to account 10100 Cash-Balance, in the amount of \$800,000

**Fiscal Impact:**

No General Fund impact

**Attachments:**

1. Budget Transfer Request 3-13-24

# PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971 (530) 283-6307 FAX (530) 283-6045



## MEMO

**To:** **Martee Graham**  
**Auditor**

**From:** **Kyle Hardee**  
**Plumas County Behavioral Health**

**Date:** **March 13, 2024**

**Re:** **Transfer of Funds from Cash-Reserve to Cash-Balance**

---

- A) With the implementation of CalAIM reform, the Department had to change billing systems. Delays in system implementation and State processes have resulted in the Department not being able to submit MediCal billing since June 2023. The delay in receiving this revenue has decreased our Cash-Balance account, necessitating the movement of funds from the Cash-Reserves account. Once billing revenues are received, the Department plans on replenishing the Cash-Reserves account.
- B) The Department has contributed to the Cash-Reserve account over the years in anticipation of delays in receiving billing revenue.
- C) This transfer cannot wait until next Fiscal Year as the funds are needed now for the day-to-day operation of the Department, including employee wages and payment of claims.

**COUNTY OF PLUMAS**  
**REQUEST FOR BUDGET APPROPRIATION TRANSFER**  
**OR SUPPLEMENTAL BUDGET**

**TRANSFER NUMBER**  
(Auditor's Use Only)

Department: Behavioral Health      Dept. No: 70570      Date: 4/2/2024

Dept. No: 70570

Date

4/2/2024

**The reason for this request is (check one):**

A.  Transfer to/from Contingencies OR between Departments  
B.  Supplemental Budgets (including budget reductions)  
C.  Transfers to/from or new Fixed Asset, within a 51XXX  
D.  Transfer within Department, except fixed assets  
E.  Establish any new account except fixed assets

**Approval Required**

## Board

## Board

## Board

## **Auditor**

## Auditor

**TRANSFER FROM OR**  **SUPPLEMENTAL REVENUE ACCOUNTS**

TRANSFER FROM OR  SUPPLEMENTAL REVENUE ACCOUNTS  
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR

**SUPPLEMENTAL EXPENDITURE ACCOUNTS**

TRANSFER TO OR  SUPPLEMENTAL EXPENDITURE ACCOUNTS  
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF  
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

**Supplemental budget requests require Auditor/Controller's signature.**

**RECEIVED**  
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

תְּלִימָדָה

www.ijerph.org

2000-2001

PLUMAS COUNTY  
RECORDS

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) See attached \_\_\_\_\_

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority:

Sharon. Sonsa, curf

Approved/ Recommended \_\_\_\_\_ Disapproved/ Not recommended \_\_\_\_\_

Auditor/Controller Signature:

Markie Mchale

Board Approval Date: \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_ Initials \_\_\_\_\_

#### INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor. copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



**PLUMAS COUNTY  
LIBRARY DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Dora Mitchell, Librarian

**MEETING DATE:** July 2, 2024

**SUBJECT:** **Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) grant funds received from California Library Literacy Services will cover this position.**

---

**Recommendation:**

Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) grant funds received from California Library Literacy Services will cover this position.

**Background and Discussion:**

Plumas County Literacy is requesting approval to recruit and fill one Literacy Program Assistant I (Extra Help) position to assist with carrying out literacy programming. This position will focus on providing drop-in hours for technology help and digital literacy support.

The Literacy Department receives an annual grant from California Library Literacy Services (CLLS) to support literacy programming for adults and families. Due to staffing issues, the CLLS grant for FY23-24 was not fully expended by the end of the fiscal year. CLLS has granted an extension to June 30, 2025, to allow time to finish using the funds. An additional extra help assistant is needed to enable the department to carry out the service hours required by the grant and finish spending by the extended deadline.

We have not received an official award letter for FY24-25 at this time, but CLLS sends out advance emails which constitute official preliminary confirmation of the award amount; this email confirmation is attached.

**Action:**

Approve and authorize Library to recruit and fill one extra-help Literacy Program Assistant I; (No General Fund Impact) grant funds received from California Library Literacy Services will cover this position.

**Fiscal Impact:**

(No General Fund Impact) grant funds received from California Library Literacy Services will cover this position.

**Attachments:**

1. Literacy Program Assistant I
2. Organizational Chart for Plumas County Library and Literacy System
3. Critical Staffing Questionnaire - Lit Program Assistant\_6-21-24
4. CLLS-FY24-25 projected award notification email

## **LITERACY PROGRAM ASSISTANT I**

### **DEFINITION**

Under supervision assists with the development, implementation and management of the ongoing operation of a program or programs in a field office of the Plumas or Sierra County Literacy Program.

### **DISTINGUISHING CHARACTERISTICS**

This is the first level of the Literacy Program Assistant class, under the supervision of the County Literacy Coordinator, with general responsibility. As the incumbent's breadth of knowledge and experience increases and the ability to perform a variety of assignments without close supervision is demonstrated, he/she may reasonably expect promotion to the next higher level of Literacy Program Assistant II.

### **REPORTS TO**

The County Literacy Coordinator.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **LITERACY PROGRAM ASSISTANT I - 2**

### **EXAMPLES OF DUTIES**

- Responds to public inquiries about the Plumas County Literacy Program, providing a variety of information as needed.
- Recruits and oversees the training and activities of volunteer literacy tutors.
- Matches tutors with students.
- Evaluates tutors and monitors the progress of adult learners.
- Assists the preparation of public relations information.
- Carries out the data collection and evaluation methods for evaluating program effectiveness and quality review.
- Trains volunteer program and office assistants.
- Schedules literacy meetings and workshops.
- Assists with the development of volunteer training programs.
- Monitors tutoring sites.
- Assists with the development of a county wide coalition of community leaders to promote the program.
- Assists with the development of a collection of adult reading and training material.
- Assists with preparation of grant applications and administration of the literacy grant.
- Assists with preparation of requisite program reports.
- Performs general office support.
- Performs a variety of public relations activities for the Plumas County Literacy Program.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in office and library environments; continuous contact with staff and the public.

## LITERACY PROGRAM ASSISTANT I - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Functions, services, policies, and procedures of a public library system.
- Basic knowledge of the goals and objectives of a literacy program.
- Public and community relations methods and principles.
- Data collection and analysis.
- Principles of recruiting, supervising, and training volunteer program staff.

#### **Ability to:**

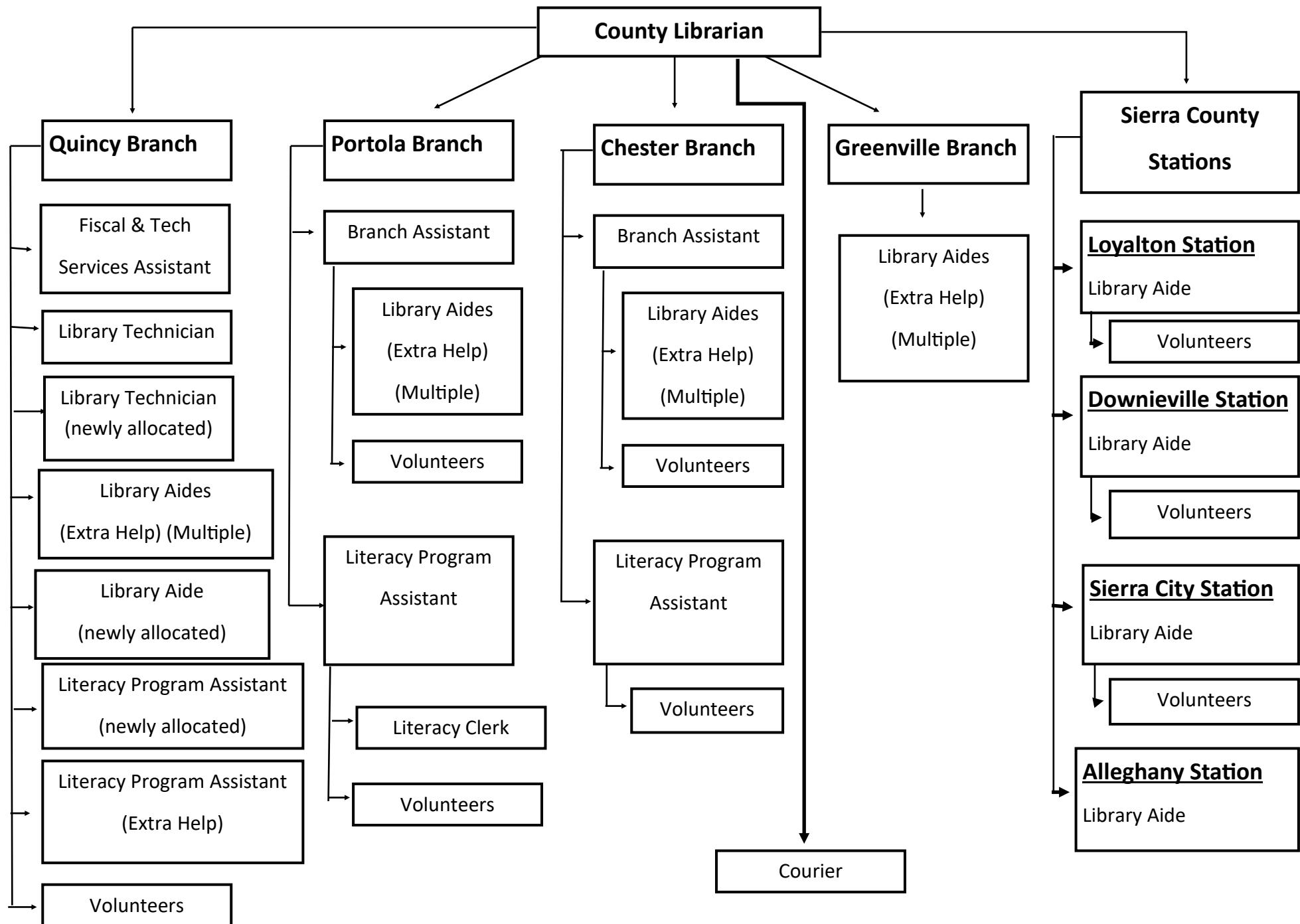
- Assists with developing and implementing a county wide literacy program in conjunction with the public library system.
- Recruit, train, and supervise volunteer tutor and office support staff.
- Collect and analyze information and data.
- Prepare clear and concise reports.
- Make effective public presentations.
- Utilize a computer in program support assignments.
- Effectively represent the Plumas County Library System and Literacy Program in contacts with the public, community organizations, other County staff, other literacy programs, and other government agencies.
- Establish and maintain cooperative working relationships.

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Previous background and experience in recruiting and developing volunteer efforts is highly desirable.

**Special Requirement:** Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

## PLUMAS COUNTY LIBRARY AND LITERACY SYSTEM ORGANIZATIONAL CHART



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2023/2024

1. Is this a legitimate business, statutory, or financial justification to fill the position?

*The position is crucial to continue the Plumas County Literacy program, which provides needed services to the community and extra funding/grant opportunities for the Literacy Department.*

2. Why is it critical that this position be filled at this time?

*This position is vital to the operation of the Literacy Program, which has been awarded additional grant funding for FY24-25 to provide literacy services to the county. Without an additional extra help Literacy Assistant, we will not be able to use up funds allocated for service hours.*

3. How long has this position been vacant?

*We have continuously had Extra Help Literacy Program Assistants on staff; FTE varies as funds are available from grants and other revenue sources.*

4. Can the department use other wages until the next budget cycle?

*This position is Extra Help and will be using Other Wages.*

5. What are staffing levels at other counties for similar departments and/or positions?

*Other counties who run similar programs through the Literacy and/or Library systems have similar positions.*

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

*We do not expect to fill the position prior to July 1<sup>st</sup>, but if we are unable to fill it at that time, we will not be able to fulfill the terms of our CLLS grant for FY24-25.*

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

*The program and its participants are included in the reports we send to the CA State Library, which in turn decides on the grant funding distribution using a formula that includes learner totals and instructional hours. The increase of learners and hours positively affects funding in future fiscal years.*

A non -general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

*No.*

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

*This position is Extra Help and is at-will. This is a General Fund dept.*

10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

*The immediate filling of this position will not impact the General Fund, as funding has already been awarded for the coming fiscal year from the CLLS grant. The hours needed for this position will not exceed the CLLS funds available.*

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

*No, the department is funded by the General Fund and grants.*

## Fw: 2024-2025 CLLS Projected Award Information - Plumas County Library

McKay, Sharon <SharonMcKay@countyofplumas.com>

Wed 4/10/2024 4:08 PM

To: Mitchell, Dora <DoraMitchell@countyofplumas.com>

CLLS award for 24/25 yr

---

**From:** Jeffredo, Allyson@CSL <allyson.jeffredo@library.ca.gov>

**Sent:** Wednesday, April 10, 2024 4:07 PM

**To:** Fuchs, Lindsay <LindsayFuchs@countyofplumas.com>; McKay, Sharon <SharonMcKay@countyofplumas.com>

**Cc:** Schwartzberg, Beverly@CSL <beverly.schwartzberg@library.ca.gov>; Lindsay, Lisa@CSL

<lisa.lindsay@library.ca.gov>

**Subject:** 2024-2025 CLLS Projected Award Information - Plumas County Library

**CAUTION:** This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Lindsay and Sharon,

Please find below the projected California Library Literacy Services (CLLS) award amount for the upcoming 2024-2025 program period. You will use this projected amount to construct your Adult Literacy Services budget in your 2024-2025 CLLS Continuing Libraries Application on [Counting Opinions](#).

Please note: CLLS award calculations for the 2024-2025 fiscal year have changed. More information is below and will be discussed during our information sessions.

This email represents a preliminary notification of your projected CLLS award amount for 2024-2025. It is intended to help you complete your 2024-2025 CLLS Continuing Libraries Application. It does not replace the formal award letter and award packet.

All projected award amounts are tentative and subject to change. They cannot be confirmed until the state budget is passed in July 2024. The award letter and award packet are expected to be sent via DocuSign after July 1, 2024, to your library's authorized representative(s). After the DocuSign packet is completed with no errors, it will take approximately 10-12 weeks for the funds to arrive at your library.

For the 2024-2025 program period, the following changes have been made to the CLLS award calculation:

1. The baseline has increased from \$20,000 to \$25,000 for all CLLS Adult Literacy Services programs.
2. For programs that offer Family Literacy Services, programs will now be provided one award amount in a "block grant" model.

More information regarding the change(s) that affect your library is included below.

### **[Increase to Baseline Amount](#)**

The increase in baseline funding will not require any additional changes on the side of the library. The library's projected award total includes this increase.

### General Projected Award Calculation Information

CLLS receives \$7.32 million in ongoing funding for Adult Literacy Services and Family Literacy Services. The projected CLLS award amounts have been calculated using data reported in your library's 2022-2023 CLLS Final Report unless your library has made a specific funding request. For those libraries whose CLLS programs began in 2023-2024, your awards remain the same for the first three years of CLLS program participation.

Please note: For libraries who applied for CLLS English as a Second Language (ESL) funding during the final application round for 2024-2026, please review the information that has been auto filled, but *do not* make any adjustments to the ESL sections on the 2024-2025 CLLS Continuing Application.

### Projected Award Information

Plumas County Library opted to go on a Family Literacy Services hiatus for 2024-2025. This projected award is only for Adult Literacy Services for 2024-2025 to allow time to fully expend prior Family Literacy Services funds.

Plumas County Library's 2024-2025 projected CLLS award amount is **\$25,000**.

If you have any questions or need any additional support, please feel welcome to reach out to us and attend our prescheduled support options. You're also welcome to schedule a one-on-one meeting using my [Calendly](#) as well.

Thank you,

*Allyson*

**ALLYSON JEFFREDO | LITERACY & GRANTS ANALYST**  
California State Library | Library Development Services  
900 N Street | Sacramento, CA 95814  
Allyson.Jeffredo@library.ca.gov | (916) 603-6709

[Schedule a one-on-one meeting with me](#)

**CURRENTLY READING:** Everyone Who Is Gone Is Here by Jonathan Blitzer





**PLUMAS COUNTY  
LIBRARY DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Dora Mitchell, Librarian

**MEETING DATE:** July 2, 2024

**SUBJECT:** **Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Library and Crescent Country Antiques for parking space; effective July 2, 2024; not to exceed (no monetary compensation); (No General Fund Impact) (no funds required); approved as to form by County Counsel.**

---

**Recommendation:**

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Library and Crescent Country Antiques for parking space; effective July 2, 2024; not to exceed (no monetary compensation); (No General Fund Impact) (no funds required); approved as to form by County Counsel.

**Background and Discussion:**

Plumas County Library is committed to providing direct library services to Greenville and surrounding areas post-Dixie Fire. Under CA State Library's *Stronger Together: Improving Library Access* grant, we were able to purchase a bookmobile and have an expected service start date of July 2024. The bookmobile will have a set scheduled route with designated times for each stop in Greenville, Crescent Mills, and Taylorsville. (Post-grant period, which ends December 31, 2024, we will expand bookmobile services to other areas of the county per bookmobile policy guidelines and new route stop evaluations and requests.) The bookmobile will also be present at different community and outreach events throughout the county and year. The library will continue to monitor and adjust the route and one-time stop schedule based on stop requests and opportunities, policy evaluation guidelines, staff availability, and planned programming.

We are incredibly grateful to Plumas Unified School District and especially Patty McCutcheon for providing us with classroom space, first at the elementary school and then at the high school to host the temporary library location post-Dixie Fire while we awaited completion of the bookmobile.

With the bookmobile nearing delivery, MOUs are currently in progress to arrange route stops at The Spot (this will also be the overnight parking location), Crescent Country Antiques, and Sierra Institute. The attached MOU outlines the agreement for parking and restroom access at Crescent Country Antiques in Crescent Mills. There is no fee associated with parking at Crescent Country.

Additional MOUs will be presented to the Board as they are completed. In general, no monetary compensation is required for the use of space to park the bookmobile at organizations and businesses, and route stops will not be added if there is a fee. However, some routes may charge for use of utilities such as electricity if the bookmobile opts to use them. In cases where the cost of provided utilities is less than the cost and wear-and-tear of using the bookmobile's generator, this option may be selected. This will be decided on a case-by-case basis and clarified in the MOU between the Library and the organization.

**Action:**

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Library and Crescent Country Antiques for parking space; effective July 2, 2024; not to exceed (no monetary compensation); (No General Fund Impact) (no funds required); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (no funds required).

**Attachments:**

1. Final, Signed; MOU Plumas County Library Crescent Country Antiques

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PLUMAS COUNTY LIBRARY  
AND  
CRESCENT COUNTRY ANTIQUE & GIFT SHOP**

This Memorandum of Understanding (hereinafter MOU) is made by and between the Library Department of Plumas County, a subdivision of the State of California (hereinafter referred to as LIBRARY) and Lisa Forseno doing business as CRESCENT COUNTRY ANTIQUE & GIFT SHOP (hereinafter referred to as CRESCENT COUNTRY).

WHEREAS, CRESCENT COUNTRY provides the location to the LIBRARY.

WHEREAS, LIBRARY operates the bookmobile using the location of CRESCENT COUNTRY at 15771 CA-89, Crescent Mills, CA 95934 based on a set schedule.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

**A. Responsibilities of CRESCENT COUNTRY**

1. CRESCENT COUNTRY provides the location for the LIBRARY and access to the restrooms.
2. The LIBRARY can host events/programs in the same parking space using its own supplies, personnel, and chairs.
3. When agreed upon by both parties, the LIBRARY can use the porch space for events/programs hosted by the LIBRARY.
4. CRESCENT COUNTRY will inform the LIBRARY about any closures to the space that will affect the LIBRARY's use with as much advance notice as possible.

**B. Responsibilities of the LIBRARY**

1. LIBRARY operates its bookmobile, including circulation duties, programming, and other related library services.
2. LIBRARY will provide staff. All Library personnel are hired by the County and have therefore completed LiveScan background checks, reference checks, and HR/Risk Management orientation.
3. CRESCENT COUNTRY assumes no liability, and the LIBRARY is responsible for ensuring the safety of its staff and patrons inside the bookmobile.

5. LIBRARY will inform CRESCENT COUNTRY about any closures or delays in bookmobile operations (due to weather, staffing, or other reasons) with as much advance notice as possible.

**C. Mutual Responsibilities.**

1. CRESCENT COUNTRY and LIBRARY have permission to promote this collaboration on social media and website platforms, as well as in newspapers.
2. Each party shall defend, indemnify, hold the other party, its officers, employees and agents harmless from any and all liability, loss, or expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, volunteers, or employees.

**D. Compensation.**

There is no monetary compensation by or between either parties for use of space and services provided. The LIBRARY provides all relevant materials for any events hosted using the space.

**E. Effective Date.**

This Agreement is effective May 1<sup>st</sup>, 2024, and will continue until terminated as provided herein. This Agreement supersedes any and all prior agreements between the parties concerning this subject matter. Either party may terminate this agreement by providing a 30-day written notice. The parties agree to periodically review the terms prescribed in this agreement to assure that it remains consistent with each agency's policies, practices and regulations. Any modification will occur upon mutual review and by mutual consent and shall be evidenced by a written and signed amendment to this memorandum of understanding.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this

\_\_\_\_\_ day of \_\_\_\_\_.

CRESCENT COUNTRY

By: Lisa Forcino

Name: Lisa Forcino

Title: Sole Proprietor/Owner

Date signed: 4/24/24

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

By: Dora Mitchell

Name: Dora Mitchell

Title: County Librarian

Date signed: 4/24/24

By: \_\_\_\_\_  
Name: Greg Hagwood  
Title: Chair, Board of Supervisors Date  
signed: \_\_\_\_\_

**ATTEST:**

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

Approved as to form:

Craig Settemire  
Craig Settemire  
Counsel



**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Gregory Ellingson, Director of Information Technology

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Plumas County Information Technology to pay CDW-G, a non-contract invoice in the amount of Ninety Five Thousand, Six Hundred Six Dollars and Ninety Six Cents (\$95,606.96) for VOIP Firewalls between the County and the State to provide services to Social Services (\$5010.18), primary and secondary firewall replacements for the County network (\$12,978.78) and 5-year Meraki licensing for continued service of the County network (77,618.00); (General Fund Impact) use of budget line item (2022052/529851), \$17,988.96 of which will be covered by I.T. ARPA funds; discussion and possible action.

---

**Recommendation:**

Approve and authorize Plumas County Information Technology to pay CDW-G, a non-contract invoice in the amount of Ninety Five Thousand, Six Hundred Six Dollars and Ninety Six Cents (\$95,606.96) for VOIP Firewalls between the County and the State to provide services to Social Services (\$5010.18), primary and secondary firewall replacements for the County network (\$12,978.78) and 5-year Meraki licensing for continued service of the County network (77,618.00); (General Fund Impact) as approved in FY 23/24 budget; use of budget line item (2022052/529851), \$17,988.96 of which will be covered by I.T. ARPA funds; discussion and possible action.

**Background and Discussion:**

Plumas County IT is responsible for managing the county's network and to accomplish this, various hardware must be replaced periodically. Additionally, licensing must be purchased approximately every 5 years for the hardware to function and be able to be monitored. This request includes the purchase of two VOIP firewalls between the County and the State to provide services to Social Services such as CalSAWS, the purchase of a primary and secondary firewall replacement for the County network to monitor and block potential bad actors from accessing the County network, and the purchase of 5-year licensing through Meraki for the hardware to function and give IT the ability to monitor the network.

**Action:**

Approve the agenda item.

**Fiscal Impact:**

Approved in the FY23/24 I.T. budget. \$77,618.00 will come out of fund 2022052/529851, and \$17,988.96 will be covered by I.T. ARPA funds which will need to be transferred into the 2022052/529851 account once the purchase has been made.

**Attachments:**

1. Voip Social Services Firewall - NXMQ386
2. Meraki Licensing Quote - NXMQ665
3. MX150 Quote - NXMQ406

## QUOTE CONFIRMATION

**GREG ELLINGSON,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXMQ386	6/10/2024	G-23-0525-C (VOIP SS FIRE	5913753	<b>\$5,010.18</b>

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<a href="#">Cisco FirePOWER 1120 Next-Generation Firewall - firewall</a> Mfg. Part#: FPR1120-NGFW-K9 UNSPSC: 43222501 Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227 7-20-47-01)	2	5617296	\$2,335.75	\$4,671.50	

<b>SUBTOTAL</b>	\$4,671.50
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$338.68
<b>GRAND TOTAL</b>	<b>\$5,010.18</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> PLUMAS COUNTY DEPT OF INFORMATION TECHNOLOGY 520 MAIN ST # RM211 QUINCY, CA 95971-9364 <b>Phone:</b> (530) 283-6263 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> COUNTY OF PLUMAS ATTN: GREG ELLINGSON 520 MAIN STREET RM 211 QUINCY, CA 95971 <b>Phone:</b> (530) 283-6263 <b>Shipping Method:</b> DROP SHIP-GROUND
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



### Sales Contact Info

**Jeff Butchko** | (877) 853-0557 | [jeffbut@cdwg.com](mailto:jeffbut@cdwg.com)

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### **Apple Terms and Conditions**

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at [www.apple.com/legal/internet-services/icloud/en/terms.html](http://www.apple.com/legal/internet-services/icloud/en/terms.html)) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at [www.apple.com/legal/sales-support/applecare/os-reseller-support/](http://www.apple.com/legal/sales-support/applecare/os-reseller-support/); (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

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## QUOTE CONFIRMATION

**GREG ELLINGSON,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

**ACCOUNT MANAGER NOTES:**

and here is this 1 Greg -sorry there was some changes in the last year on pricing on this 1

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXMQ665	6/10/2024	G-23-0525 (MERAKI LICENSI	5913753	<b>\$77,618.00</b>

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Cisco Meraki Enterprise - subscription license (5 years) + 5 Years Enterpri</a>	6	4852592	\$135.00	\$810.00
Mfg. Part#: LIC-MS120-8LP-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227 7-20-47-01)				
<a href="#">Cisco Meraki Enterprise - subscription license (5 years) + 5 Years Enterpri</a>	22	3941975	\$1,095.00	\$24,090.00
Mfg. Part#: LIC-MS350-24P-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227 7-20-47-01)				
<a href="#">Cisco Meraki Enterprise - subscription license (5 years) + 5 Years Enterpri</a>	8	3928687	\$1,950.00	\$15,600.00
Mfg. Part#: LIC-MS350-48FP-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227 7-20-47-01)				
<a href="#">Cisco Meraki Advanced Security - subscription license - 1 license</a>	3	3613987	\$1,275.00	\$3,825.00
Mfg. Part#: LIC-MX64-SEC-5YR UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227 7-20-47-01)				
<a href="#">Cisco Meraki Advanced Security - subscription license (5 years) + Support -</a>	1	6852974	\$5,550.00	\$5,550.00
Mfg. Part#: LIC-MX85-SEC-5Y				

**QUOTE DETAILS (CONT.)**

Electronic distribution - NO MEDIA

Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227  
7-20-47-01)

<a href="#"><b>Cisco Meraki MX100 Advanced Security License - subscription license (5 year)</b></a>	1	3540839	\$10,993.00	\$10,993.00
---	---	---------	-------------	-------------

Mfg. Part#: LIC-MX100-SEC-5YR

UNSPSC: 43233205

Electronic distribution - NO MEDIA

Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227  
7-20-47-01)

<a href="#"><b>Cisco Meraki Advanced Security - subscription license (5 years) + Support -</b></a>	1	6615025	\$16,750.00	\$16,750.00
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Mfg. Part#: LIC-MX105-SEC-5Y

Electronic distribution - NO MEDIA

Contract: California Cisco NVP Data Comm AR3227 - Local (AR3227  
7-20-47-01)

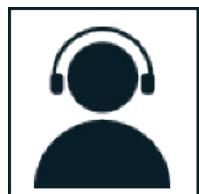
<b>SUBTOTAL</b>	\$77,618.00
-----------------	-------------

<b>SHIPPING</b>	\$0.00
-----------------	--------

<b>SALES TAX</b>	\$0.00
------------------	--------

<b>GRAND TOTAL</b>	<b>\$77,618.00</b>
--------------------	--------------------

<b>PURCHASER BILLING INFO</b>		<b>DELIVER TO</b>
<b>Billing Address:</b> PLUMAS COUNTY DEPT OF INFORMATION TECHNOLOGY 520 MAIN ST # RM211 QUINCY, CA 95971-9364 <b>Phone:</b> (530) 283-6263 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		<b>Shipping Address:</b> COUNTY OF PLUMAS ATTN: GREG ELLINGSON 520 MAIN STREET RM 211 QUINCY, CA 95971 <b>Phone:</b> (530) 283-6263 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
<b>Please remit payments to:</b>		
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

**Sales Contact Info****Jeff Butchko** | (877) 853-0557 | [jeffbut@cdwg.com](mailto:jeffbut@cdwg.com)**Need Help?****My Account****Support****Call 800.800.4239****Apple Terms and Conditions**

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms

and conditions (available at [www.apple.com/legal/internet-services/icloud/en/terms.html](http://www.apple.com/legal/internet-services/icloud/en/terms.html)) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at [www.apple.com/legal/sales-support/applecare/os-reseller-support/](http://www.apple.com/legal/sales-support/applecare/os-reseller-support/); (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

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## QUOTE CONFIRMATION

**GREG ELLINGSON,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NXMQ406	6/10/2024	G-23-0525-B (MX105 FIREWALLS)	5913753	<b>\$12,978.78</b>

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<a href="#">Cisco Meraki MX105 - security appliance</a>	2	6773367	\$5,995.00	\$11,990.00	
Mfg. Part#: MX105-HW					
Contract: MARKET					

	<b>SUBTOTAL</b>	\$11,990.00
	<b>SHIPPING</b>	\$119.50
	<b>SALES TAX</b>	\$869.28
	<b>GRAND TOTAL</b>	<b>\$12,978.78</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> PLUMAS COUNTY DEPT OF INFORMATION TECHNOLOGY 520 MAIN ST # RM211 QUINCY, CA 95971-9364 <b>Phone:</b> (530) 283-6263 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> COUNTY OF PLUMAS ATTN: GREG ELLINGSON 520 MAIN STREET RM 211 QUINCY, CA 95971 <b>Phone:</b> (530) 283-6263 <b>Shipping Method:</b> DROP SHIP-GROUND
<b>Please remit payments to:</b>	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



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**PLUMAS COUNTY  
INFORMATION TECHNOLOGY DEPARTMENT  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Gregory Ellingson, Director of Information Technology

**MEETING DATE:** July 2, 2024

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective 7/2/2024 through 7/1/2027 (3-year contract); not to exceed One Hundred and Nine Thousand, Four Hundred and Four Dollars (\$109,404); (General Fund Impact) as requested in FY24/25 budget (2022052/520203); approved as to form by County Counsel (2021 MSA).

---

**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Plumas-Sierra Telecommunications; effective 7/2/2024 through 7/1/2027 (3-year contract); not to exceed One Hundred and Nine Thousand, Four Hundred and Four Dollars (\$109,404); (General Fund Impact) as approved in FY24/25 budget (2022052/520203); approved as to form by County Counsel (2021 MSA).

**Background and Discussion:**

Plumas-Sierra Telecommunications provides internet service for the County of Plumas. We recently went through negotiations and upgraded speeds at all County locations.

**Action:**

Approve the agenda item.

**Fiscal Impact:**

Budgeted in FY24/25 I.T. budget in account 2022052/520203. Because it is a 3-year agreement, we are receiving better pricing than if we had gone with a 1-year agreement.

**Attachments:**

1. PST Breakdown
2. 3321 PCMPA FINAL

<b>Location</b>	<b>Cost/month</b>	<b>Cost/36 months (3 Years)</b>
Animal Shelter	\$ 175.00	\$ 6,300.00
Annex	\$ 480.00	\$ 17,280.00
Courthouse	\$ 1,750.00	\$ 63,000.00
Facilities	\$ 175.00	\$ 6,300.00
Fairgrounds	\$ 175.00	\$ 6,300.00
Sheriff's Office	\$ 175.00	\$ 6,300.00
Public Works	\$ 109.00	\$ 3,924.00
		\$ 109,404.00

**MASTER PURCHASE AGREEMENT  
COUNTY OF PLUMAS**

**Date:**

**Vendor:**

**County:** County of Plumas  
Department of

Tel:

Tel:

**Description:** Purchase of  
as identified in the service quotes attached to this MPA as Exhibits B through H.

**Cost:** The total compensation payable under this agreement, inclusive of all expenses, shall not exceed  
\$ Dollars  
(\$ )

**Term:** Agreement shall commence on and shall terminate on  
unless the Contract is terminated earlier.

---

I understand and agree to the terms set forth above and those contained in the Master Service Agreement which is attached hereto as Exhibit A and incorporated herein by this reference.

**VENDOR:**

**COUNTY:**

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

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

Name:

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

Title:

Name:

Date Signed:

Chair, Board of Supervisors

Date signed:

**ATTEST:**

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

Name:

Deputy Clerk of the Board

Date Signed:

Approved as to form:

  
Joshua Brechtel, Attorney  
County Counsel's Office



## MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into this 30<sup>th</sup> day of May 2024, by and between Plumas Sierra Telecommunications, Inc. ("PST"), a California corporation with its principal office at 73233 State Route 70 Portola, CA and Plumas County, a County in the State of California, with its principal office located at 520 Main St, Quincy Ca. 95971 ("Customer").

Each may be referred to herein as a "Party" and collectively as the "Parties".

### 1 DELIVERY OF SERVICE

**1.1 Agreement Structure.** The purpose of this MSA is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain telecommunications and related infrastructure services ("Service" or "Services") from PST for its use and/or for resale to its customers ("End User Customers"). Additional terms and conditions that apply to each type of Service are set forth in separate service schedules (each a "Service Schedule"), and each such Service Schedule executed by Customer shall become part of this Agreement. In the event that Customer purchases a Service without executing the applicable Service Schedule, such Service shall be governed by PST's standard Service Schedule for that Service. This MSA, the applicable Service Schedules and Service Orders (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "Agreement".

**1.2 Orders for Services.** Customer may request PST provide a Service by submitting an order requesting the provision of the Service on PST's standard order form ("Service Order") in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to PST. Within five (5) business days of PST's receipt of Customer's Service Order, PST shall either: (i) accept the Service Order as submitted by timely signing it and returning it to Customer; or (ii) reject the Service Order. If PST fails to timely accept the Service Order it shall be deemed rejected, unless the Parties jointly revise the Service Order, and the revised Service Order is then accepted by PST in the manner provided by this section. Customer may cancel a Service Order without liability or charges any time prior to PST's acceptance of the Service Order. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement and the applicable Service Schedule. Service Orders shall clearly set forth the term of the Service ("Service Term"), pricing, service type and location(s), monthly recurring charge ("MRC"), non-recurring charge ("NRC"), and any additional specific terms for the Service. All Service Orders shall be subject to availability and acceptance by PST.

**1.3 Order of Precedence.** In the event of an express conflict between a term(s) of the MSA and the term(s) of any Service Schedule and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of PST has executed such Service Order; (b) the Service Schedule but solely with respect to the Service covered by that Service Schedule; and (c) the MSA.

### 2 SUMMARY OF GENERAL COMMERCIAL TERMS

**2.1 Commencement of Billing and Payment Terms:** Upon completion of installation and testing of the ordered Service, PST will notify Customer with a Circuit Activation Notice. Upon receipt of the Circuit Activation Notice,

Page 1 of 13

Master Service Agreement – Plumas County

Rev. Apr. 2021

Plumas-Sierra Telecommunications 73233 State Route 70, Portola, CA 96122 Phone: 530-832-4126 Fax: 530-280-4031

Customer Initials: \_\_\_\_\_

Customer shall have a period of forty-eight (48) hours to provide PST with written notice of rejection of the Service ("Rejection Period"). Unless Customer delivers written notice of rejection to PST within the Rejection Period, indicating that the Service is not installed in accordance with the Service Order and functioning properly and identifying with specificity the basis for the rejection with reasonable supporting documentation, billing of one hundred percent (100%) of the Non-Recurring Charge(s) and the Monthly Recurring Charge(s) shall commence. In the event PST does not receive a written notice of rejection of the Service within the aforementioned time frame, the Service shall be deemed accepted ("Acceptance Date").

If a Service consists of more than one circuit, then PST will issue a separate Circuit Activation Notice for each circuit. The terms and conditions outlined in the immediately preceding paragraph shall apply to each individual circuit when the Service consists of more than one circuit. Billing for Moves, Adds and Changes (MACs) for existing Services will commence on the date PST issues a Connection Notice to the Customer for the MAC.

**Payment of Invoices:** Invoices are sent monthly, in advance for Services to be provided during the upcoming month. All invoices are due for payment within twenty (20) days of the invoice date. Billing for partial months is prorated based on a calendar month. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) and continue to accrue until paid in full. PST shall be entitled to recover all costs of collection of past due amounts, including without limitation, reasonable attorney's fees and legal costs. If Customer elects to make payment by automatic payment or direct debit, PST will provide any required Automated Clearing House ("ACH") information necessary to arrange the transaction.

**2.2 Billing Disputes:** Customer must notify PST in writing of any disputed charge within fifteen (15) calendar days from the date of Invoice. Any charge not disputed within said fifteen (15) calendar day period will be deemed correct and Customer will be deemed to have waived its right to dispute the charge. PST will review any disputed charge and, as appropriate, credit Customer's account for any charge erroneously billed to Customer.

**2.3 Taxes and Fees:** Taxes, surcharges, fees, universal service fund charges associated with the Service, and other payments contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise are not included in PST's charges and will be billed and paid by Customer as separate line items to the extent imposed on a pass-through basis without increases or reductions of any kind whatsoever. Customer shall not be liable for any taxes, fees, or other charges based upon PST's income. PST will not invoice Customer for federal excise taxes or (if applicable) state sales taxes subject to Customer providing PST with a valid Sales Tax Exemption. Should Customer's Sales Tax Exemption Certificate be declined by any taxing authority Customer will be obligated to remit to PST the sales tax associated with Customer's impacted service.

**2.4 Regulatory and Legal Changes:** In the event of any condemnation or exercise of the right of eminent domain, change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service, PST and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost. In the event that the Parties are unable to reach agreement respecting new rates within thirty (30) days after PST's delivery of a written notice of a change of law, then (a) PST may pass such increased costs through to Customer, and (b) Customer may terminate the affected Service Order without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

**2.5 Early Termination Charges:** In the event that, prior to expiration of the Service Term, Customer terminates Service, or in the event that the delivery of Service is terminated due to a failure of Customer to comply with this Agreement, Customer shall pay a termination charge equal to 100% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term up to the first 36 months of the Service Term. Customer shall pay a termination charge equal to 60% of the monthly recurring charge that would have been

incurred for the Service for the months remaining on the Service Term for months 37 through 60 of the Service Term. Customer shall pay a termination charge equal to 40% of the monthly recurring charge that would have been incurred for the Service for the months remaining on the Service Term for months 61 and beyond. In addition, Customer is responsible to pay 100% of any termination charge imposed on PST by a third-party supplier whose facilities were contracted for by PST in order to provide Customer's Services.

**Non-Appropriation of Funds.** It is mutually agreed that if, for the Customer's current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the Customer shall have no liability to pay any further funds whatsoever to PST or furnish any other consideration under this Agreement and PST shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the Customer shall have the option to either cancel this Agreement with no further liability incurring to the Customer or offer an amendment to PST to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. PST acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute. The Customer hereby agrees not to sign a similar contract with a different counterparty for the same or similar services if the agreement is terminated prior to the agreed upon term with PST pursuant to the non-appropriations clause.

**2.6 Service Interruptions and Delivery:** PST provides specific remedies regarding the provision and performance of Service as set forth in the Service Schedule(s), and the same are Customer's sole remedies in the event of PST's failure to provide Service. The remedies for a failure to meet any Service Level Agreement ("SLA") are limited to those set forth in this Agreement and shall not be treated as a breach of a representation or warranty. Customer's sole remedy for any uncured breach of this Agreement by PST is to terminate the use of Service without penalty (except for payment of charges for Service provided through the effective date of termination). In the event of Customer's material breach of any provision of this Agreement, PST, in addition to all other remedies available to it hereunder, at law, in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer.

**2.7 Limitation of Liability:** Notwithstanding any other provision hereof, neither Party shall be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages (including but not limited to damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under any Service Order, Service Schedule, this Agreement, or the PST Acceptable Use Policy ("AUP").

**2.8 Disclaimer of Warranties:** **PST MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**2.9 Force Majeure:** Neither Party is liable for any failure of performance, nor shall any credit allowance or other remedy be extended, for any failure of performance due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions war, revolution, civil commotion, acts of public enemies, terrorism or national emergency, governmental action or inaction (such acts including without limitation any regulatory or administrative decisions making said performance or obligation economically or technically unfeasible), condemnation or the exercise of rights of eminent domain, labor strike, failure of any third party (including any other carrier or supplier) to provide services, facilities or equipment required for such performance or obligation, or any other act or omission by said third party that causes failure of performance. Either Party's invocation of this clause shall not relieve Customer of its obligation to pay for

any Services actually provided up to Customer's Service demarcation point. In the event PST is unable to deliver Service for seven (7) consecutive days following such disruption due to any force majeure event, Customer shall not be obligated to pay PST for the affected Service for so long as PST is unable to deliver; provided, however, that the Service Term of such Service shall be extended for the period of time that the force majeure event continues.

**2.10 Assignment and Resale:** Customer may not assign its rights and obligations to an unrelated third party without the express prior written consent of PST. If consent of PST is given then as a condition to such assignment, (i) Customer shall cause the permitted transferee or assignee to be bound (in writing) by the rates, terms, and conditions, set forth in the applicable Service Order(s), Service Schedule(s), and this Agreement; and (ii) Customer shall remain primarily liable for the payment of all charges due under each Service Order. Customer shall have the right to assign, or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of, or be under common control with Customer, provided such assignee assumes in writing all of the terms and conditions of the applicable Service Order(s), Service Schedule(s), and this Agreement, and written documentation of such assumption is delivered to PST prior to the effective date of such permitted assignment. Any purported assignment and transfer made in violation of this Section 2.10 is void. Customer may resell the Service to third party "End User Customer(s)," provided that Customer agrees to indemnify, defend and hold PST harmless from claims made against PST by such End User Customer(s) or by any third party (including, without limitation, any governmental authority). Further, Customer agrees to obtain all necessary certifications, licenses, franchises, or other approvals from any public agency having jurisdiction over the Customer's resale operations.

**2.11 Indemnification:** Each Party shall indemnify, defend, and hold harmless (collectively, "Indemnify") the other from any and all claims, (whether made, asserted or threatened), actions, judgments, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and costs, consultants' fees and experts' fees (all such claims collectively referred to herein as "Claims") arising from or in connection with loss or damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct or any breach by such Party of any obligation set forth in this Agreement. Customer shall indemnify PST from any and all Claims arising from or in connection with (i) any fraudulent, unauthorized, or unlawful use of Service, (ii) any third party Claim based on the operation, resale, or connection to the Service by Customer (or by any person other than PST or its duly authorized representative), (iii) claims for libel, slander, obscenity or indecency, and (iv) the content or use of any transmission, including without limitation (a) Claims by any domestic or foreign governmental entities seeking to impose penal sanctions for the transmission of such content; (b) Claims of infringement of any third party's copyright, patent, trade secret, trademark, service mark or other intellectual property right arising from or related to such transmitted content or use of the Service in conjunction with Customer premises equipment, and (c) claims by third parties relating to such transmitted content or use.

**2.12 Governing Law:** This Agreement shall be governed by, and construed and enforced in accordance with, as applicable, (i) the Communications Act of 1934, as amended and (ii) the laws of the State of California, without regard to California's conflict of law principles.

**2.13 Default:** In addition to any other basis for suspension or termination of Service as set forth in this Agreement, each of the following events shall constitute an event of default, and in addition to all other available remedies, the non-defaulting Party may terminate the Agreement if such default is not timely cured:

- a) The failure of Customer to make any payment required under this Agreement within thirty (30) days of the date of invoice;
- b) The entry of an order by a court or governmental authority of competent jurisdiction appointing a

custodian, receiver, trustee, intervener, or other officer with similar powers with respect to a Party or with respect to any substantial part of its property, or such order which constitutes an order for relief or approving a petition in bankruptcy or insolvency law of any jurisdiction, or which orders the dissolution, winding up, or liquidation of either Party, or if any such petition shall be filed against a Party and shall not be dismissed within sixty (60) days thereafter.

- c) The failure of a Party to carry and maintain insurance in compliance with the provisions of any particular Service Schedule(s) or Service Order(s);
- d) The failure of a Party to perform or observe any material covenant or agreement to be performed or observed under this Agreement, and such failure continues without cure for a period of thirty (30) days after written notice given to the defaulting Party; provided, however, that where such failure cannot reasonably be cured within such 30-day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days.
- e) Violation of PST's Acceptable Use Policy (see Section 3.1, infra).

**2.14 Authority to Bind:** Each Party represents to the other that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action.

**2.15 Entire Agreement:** This Agreement, and any Service Schedule(s) and Service Order(s) attached hereto or to be attached hereto, and any documents incorporated by reference herein, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings, and agreements with respect hereto, whether oral or written, and the terms of any purchase order issued in connection with this Agreement.

**2.16 Confidentiality:** The Parties agree that they shall not publish, communicate, disclose or cause to be published, communicated, or disclosed in any manner whatsoever or to any person whatsoever, this Agreement and any related Service Schedule(s) or Service Order(s), with the exception that the Parties may disclose this Agreement and any related Service Order as necessary to fulfill the terms and obligations set forth herein and to their respective attorneys, accountants, auditors, regulators or to comply with law. In addition, under federal law Customer has the right to, and PST has the obligation to protect, the confidentiality of certain Customer Proprietary Network Information ("CPNI") such as the Services Customer is using, how Customer uses them, and related billing information. In order to ensure that Customer is able to benefit from additional telecommunications services provided by PST and its affiliates, Customer authorizes PST and its affiliates to utilize Customer's CPNI for the purpose of providing the Customer with information on such additional telecommunication services. Customer understands that it may withhold such consent or withdraw this authorization at any time by notifying PST in writing by email or the facsimile number provided in Section 6.1 of this Agreement, and that such withholding or withdrawal of consent will not affect the provision of any Services to which the Customer already subscribes but may result in Customer no longer being able to benefit from additional telecommunication services provided by PST or its affiliates.

**2.17 Severability:** In the event any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby. The Parties shall negotiate in good faith to replace such invalid,

illegal or unenforceable provision with a mutually acceptable provision consistent with the original intent of the Parties.

**2.18 Amendments:** This Agreement may only be amended by a written instrument executed by the Parties.

**2.19 Waiver:** No failure to exercise and no delay in exercising, on the part of either Party, any right, power, or privilege hereunder shall operate as a waiver thereof, except as expressly provided herein.

**2.20 Relationship to Parties, Third Parties:** The Parties understand and agree that this Agreement does not create a joint venture or partnership between the Parties and does not make PST, on the one hand, and Customer on the other hand, an agent or legal representative of each other for any purpose whatsoever. No Party hereto is granted by this Agreement any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of any other Party hereto, or to bind any other Party hereto in any manner whatsoever. Nothing contained herein, express or implied, is intended to confer upon any person, other than the Parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

**2.21 Dispute Resolution:** **EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL OF ANY CLAIMS OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED IN THE MANNER PROVIDED IN THIS SECTION.** Any dispute arising between the Parties in connection with this Agreement that is not settled to their mutual satisfaction within the applicable notice or cure periods provided in this Agreement, shall, upon the demand for arbitration by either Party, be settled by arbitration in Reno, Nevada or Sacramento, California (at the option of PST) in accordance with the American Arbitration Association ("AAA") Rules. If the Parties cannot agree on a single arbitrator within fifteen (15) calendar days after the notice demanding arbitration is received by the receiving Party, then either Party may request that the AAA select and appoint a neutral arbitrator who shall act as the sole arbitrator. The Parties shall be entitled to submit expert testimony and/or written documentation on such arbitration proceeding. The decision of the arbitrator or arbitrators shall be final and binding on the Parties and shall include written findings of law and fact, and judgment may be obtained thereon by either Party in a court of competent jurisdiction. Each Party shall each bear the cost of preparing and presenting its own case. The cost of the arbitration, including the fees and expenses of the arbitrator or arbitrators, shall be shared equally by the parties unless the award otherwise provides. In no event shall the arbitrator or arbitrators have the power to award any damages in excess of those permitted by this Agreement.

**2.22 Exceptions to Arbitration Obligation:** The obligation to arbitrate shall not be binding on either Party with respect to requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

**2.23 Arbitrator Confidentiality Obligation.** Any arbitrator appointed to act under the terms of this Agreement must agree to be bound by the provisions of Confidentiality with respect to the terms of this Agreement and any information obtained during the course of the arbitration proceedings.

**2.24 Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement is the joint work product of both Parties and, in the event of ambiguity no presumption shall be imposed against any Party by reason of document preparation.

**2.25 Electronically Reproduced Signatures:** This Agreement may be executed and delivered by email and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to both Parties.

**2.26 Affiliates:** An affiliate of PST may provide Services to Customer pursuant to this Agreement. Notwithstanding any provision of Service to Customer under this Agreement by an affiliate of PST, PST shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

**2.27 Survival:** Sections 2.11-2.12, 2.15-2.17, 3.1-3.3, 4.1 and 4.4 shall survive termination or expiration of this Agreement.

**2.28 Insurance:** The Parties shall procure and maintain during the term of this Agreement, at their sole cost and expense, policies of insurance, in such amounts and upon such terms as follows: (i) Commercial General Liability covering claims for liability, bodily injury, death, personal injury or property damage with limits of at least \$2,000,000 for each occurrence with a general aggregate limit of at least \$2,000,000; (ii) Comprehensive Automobile Liability covering ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Agreement, with limits of at least \$2,000,000 for each occurrence; (iii) Workers' Compensation with statutory limits as required in the state(s) where the Services are being provided, and Employers' Liability or "Stop Gap" coverage with limits of at least \$500,000 for each occurrence; (iv) Excess Liability with limits of at least \$5,000,000; and (v) other forms of insurance that may be required by law. All such policies identified under this section shall be issued by reputable and financially sound insurance companies authorized to do business in the state(s) where the Services are to be provided and with an A.M. Best Rating of A- or better. Such policies shall provide that no amendment or cancellation shall be effective unless the other Party receives thirty (30) days prior written notice. Each Party shall furnish to the other Party prior to commencement of Service, a current certificate of insurance and, upon policy renewals thereafter, within fifteen (15) days, certificates evidencing that such policies are in full force and effect. Each certificate so furnished shall acknowledge that the other Party is named as an additional insured under the applicable policies and shall set forth on its face the applicable limits of liability. The failure of either to furnish any such certificate shall not diminish or otherwise affect its obligation to procure and maintain any policies of insurance contemplated by this Section. The Parties further agree to take such actions as are necessary to ensure that all of their affiliates, contractors, agents and any applicable underlying carriers procure and maintain policies of insurance and furnish proof as if they were subject to the terms and provisions of this Agreement. The obligation to insure imposed by this Section shall not relieve either party of any obligations imposed upon it by other sections of this Agreement. All insurance coverage required by this Section shall be primary over any insurance or self-insurance program carried by either Party. Neither the insurance required nor the amount or type of insurance maintained by either Party shall limit or affect the extent of either Party's liability hereunder for injury, death or loss or damage.

### **3 ACCEPTABLE USE & CONTENT**

**3.1 Acceptable Use Policy:** To the extent the Service is used for Internet Access (IP Services), Customer agrees to be bound by and conform to PST's published Acceptable Use Policy ("AUP"). In the event of Customer's breach of the AUP, in addition to all other remedies available to it hereunder, at law or in equity, or under any applicable tariff, may suspend or terminate the provision of Service to Customer. Suspension of Service due to Customer violation of the AUP shall not in any way abrogate Customer's obligations under this Agreement. PST may from time to time amend its AUP. If Customer elects not to be bound by PST's published AUP, Customer may terminate the Service and pay the termination charges set forth herein.

**3.2 Fraudulent Use of Services:** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service by a representative, employee, contractor, agent or customer of the Customer or by any third party. Service is available for lawful use only. Notwithstanding any other provision hereof, PST may discontinue Service in the event that it determines, in its sole reasonable discretion, that Service is being used for any fraudulent, unauthorized or unlawful purpose, that use of the Service violates PST's AUP or the AUP of any of PST's internet services providers, that Customer's use thereof is interfering with any other person, or that Customer shall have used, advertised, transmitted or otherwise made available any software program, product or service whose function violates the PST AUP, including but not limited to, facilitating the sending of Unsolicited Commercial E-mail ("UCE," also known as SPAM).

**3.3 Contents of Communications:** PST shall have no liability or responsibility for the content of any communications transmitted via the Service, or for Customer's use thereof. To the extent the Service is used for access to the Internet, PST provides Customer only with access to its backbone network that serves as a transmission conduit through which Customer may connect its data servers to the Internet. PST does not operate, process or control the information, services, opinions or other content of Customer's data servers or the information, services, opinions or other content of the Internet; nor does PST engage in any protocol or information processing or conversion in connection therewith. Customer acknowledges that PST is acting as a bandwidth intermediary providing transport to multiple Internet access providers. Should any Internet access provider elect to block Customer's address space or access to the internet, such dispute does not constitute a breach by PST of its obligations under this Agreement, and the resolution of such disputes is the sole and exclusive responsibility of Customer. Customer shall defend, indemnify and hold PST harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. Customer agrees that it shall make no claim whatsoever against PST relating to, a) the content of the Internet, or b) respecting any information, product, service or software ordered through or provided by virtue of the Internet, or c) the blocking of Customer's address space or Customer's access to the Internet.

#### 4 CUSTOMER OBLIGATIONS

**4.1 Customer Obligations for PST Supplied Equipment:** Customer provides and bears the cost for space and racks to house PST's supplied electronic equipment, connector panels, splice boxes, or other equipment ("PST Supplied Equipment"). Customer agrees to certain reasonable requirements, which includes, but may not be limited to, bolting down PST supplied equipment. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to operate the PST Supplied Equipment, and to maintain the proper environment for all PST Supplied Equipment. In the event Customer fails to do so, Customer shall reimburse PST for the actual cost of repairing or replacing any PST Supplied Equipment damaged or destroyed as a result of Customer's failure.

Except as otherwise agreed, title to all PST Supplied Equipment shall remain with PST. PST will provide and maintain the PST Supplied Equipment in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise tamper with any PST Supplied Equipment without the prior written consent of PST. The PST Supplied Equipment shall not be used for any purpose other than that for which PST provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the PST Supplied Equipment. In no event will PST be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused or related to improper use or maintenance of the PST Supplied Equipment by Customer or third parties provided access to the PST Supplied Equipment by Customer in violation of this Agreement. Customer shall reimburse PST for any damages incurred as a result thereof.

Customer agrees (which agreement shall survive the expiration, termination or cancellation of this Agreement or of any Service Order) to allow PST to remove the PST Supplied Equipment from Customer's facility after termination, expiration or cancellation of the Service Term; or during the Service Term, for repair, replacement or otherwise as PST may determine is necessary or desirable, but PST will use commercially reasonable efforts to minimize disruptions to the Service caused thereby.

**4.2 Customer Obligations for PST Fiber Connection(s):** Customer is responsible for securing Building Entrance agreement(s) to permit PST to construct a fiber connection from the PST network to Customer's demarcation point located within Customer's facility, or in the alternative where the PST demarcation point is located outside of Customer's building. Customer is responsible for connectivity to the PST demarcation point, as such is defined in the applicable Service Schedule(s) or Service Order(s). Customer is responsible for the installation and all costs for the Inside Plant ("ISP") wiring from Customer's Premise Equipment ("CPE") to the PST point of demarcation including all connections between the PST Supplied Equipment to the defined point of interconnection, as set forth in the applicable Service Schedule(s) or Service Order(s). Customer will be responsible for any additional costs that may be incurred by PST due to Customer delay in timely completing ISP work.

**4.3 Customer Obligations for PST Access to Customer's Facility:** SUBJECT TO AND UPON THE TERMS, PROVISIONS AND CONDITIONS HEREINAFTER SET FORTH, AND IN CONSIDERATION OF THE DUTIES, COVENANTS AND OBLIGATIONS OF PST HEREUNDER, CUSTOMER HEREBY GRANTS TO PST AND ITS AFFILIATES, AT NO COST TO PST OR ITS AFFILIATES, A NON-EXCLUSIVE RIGHT TO (I) ENTER UPON AND GAIN ACCESS TO THE PROPERTY WITH AN ADDRESS OF 520 Main St, Quincy Ca. 95971 (THE "PROPERTY") AND TO ANY AND ALL BUILDINGS LOCATED ON THE PROPERTY (THE "BUILDING(S)"); (II) INSTALL AND OPERATE COMMUNICATIONS EQUIPMENT ON, OVER, UNDER AND/OR THROUGH THE PROPERTY; THIS MEANS THAT PST MAY BUILD ADDITIONAL SERVICES TO ADJACENT PROPERTIES, RIGHT'S OF WAY, OR EASEMENTS WITH THE SAME BUILD CONFIGURATION AS USED TO SERVE THE CUSTOMER (OVERHEAD OR UNDERGROUND: (III) USE THE PROPERTY'S EXISTING IN-GROUND AND IN-BUILDING CONDUIT, WIRE AND CABLING OWNED BY OR CONTROLLED BY PST, THE CUSTOMER OR ANY THIRD PARTY, AND (III) MAKE AVAILABLE AND PROVIDE TELECOMMUNICATIONS, INTERNET, VIDEO AND OTHER COMMUNICATIONS SERVICES TO ANY OWNERS, TENANTS, LICENSEES, INVITEES, PURCHASERS AND OTHER OCCUPANTS OF THE PROPERTY (COLLECTIVELY, THE "OCCUPANTS"). NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS GRANTING PST ANY EXCLUSIVE RIGHTS OR PRIVILEGES IN OR TO THE PROPERTY, RELATING TO ACCESS OR INSTALLATION RIGHTS, TO THE EXCLUSION OF ANY OTHER PERSONS OR ENTITIES.

*Customer Initials* \_\_\_\_\_

As a condition to PST's obligation to provide and maintain the Service hereunder, Customer shall provide PST access at any and all times and days to the Customer facility to the extent reasonably determined by PST for the installation, inspection and scheduled or emergency maintenance of PST Supplied Equipment and/or PST system. PST shall notify Customer two (2) business days in advance of any regularly scheduled maintenance that it will require access to Customer's facility. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions at Customer's facility. To facilitate PST access for regular and emergency service, Customer shall provide PST in Section 6.2 of this Agreement the contact name with telephone number(s) where the contact can be reached by PST at any and all times or days. It is the obligation of the Customer to keep this contact information current. PST Supplied Equipment may be used to service other PST customers.

**4.4 Customer Obligations for Customer Supplied Equipment:** PST may install certain Customer supplied communications equipment upon installation of Service, but PST shall not be responsible for the operation or maintenance of any Customer supplied equipment. PST undertakes no obligations and accepts no liability for the configuration, management, performance, or any other issue relating to Customer's routers or other Customer supplied equipment used for access to or the exchange of traffic in connection with the Service.

## 5 PST OBLIGATIONS

**5.1 General PST Obligations:** PST may provide a design of the interface type, point of Customer demarcation, equipment placement, and service arrangements (CIR, VLANs, or other network structures). This shall be set forth in the applicable Service Schedule(s) or Service Order(s). PST may provide equipment for the provision of each type of Service as specified in any related Service Order, Service Schedule, or Exhibit(s). PST will configure and provision all agreed to network service parameters. PST will maintain in good working order the PST System, and all PST Supplied Equipment will be in conformance with the specific Service Level Agreements (SLAs) for a particular Service as specified in the related Service Schedule(s). In the event it is determined that any Service Outage (as defined in Section 5.4) or Customer alarm was caused by the act or omission of Customer, its agents, employees or contractors, then Customer shall pay PST for its reasonable costs incurred in responding to such Service Outage or Customer alarm.

**5.2 PST Obligations as a Result of a Service Outage or SLA Violations:** After receiving notification of the Service Outage or a SLA violation, PST shall restore the Service on its failed system as follows:

**(i) Electronic Restoration.**

In the event of an electronic failure, PST shall use commercially reasonable efforts to restore Service to the affected electronics within four (4) hours of arrival of maintenance personnel on site.

**(ii) PST Fiber Network Restoration.**

In the event of a failure of the PST fiber optic network, PST shall begin restoral within four (4) hours after PST is notified about the fiber optic network outage.

**(iii) Emergency Reconfiguration.**

If Customer's network architecture and CPE has the capability to support route reconfiguration to maintain Service, PST will provide reconfiguration if other means of restoral will not restore Service within the time frames stated in subparagraph (i) and (ii) above. Reconfiguration will begin not more than one (1) hour after the need to reconfigure is determined. PST shall maintain a point-of-contact for Customer to report to PST system troubles to be available at any and all times and days.

**5.3 Service Outage and SLA Violation Exclusions:** All calculations of Service Outage or SLA Violation duration do not include periods of service interruption resulting in whole or in part from one or more the following causes:

- A. Any act or omission on the part of Customer, its contractors, agents or vendors, including, but not limited to any violation of the PST AUP, or any refusal to release the Service to PST or its agents for maintenance, testing or repair, or any period in which PST or its agents are not given access to the Service facility at the site(s) where Customer's Service terminates.
- B. Customer's applications, equipment, or facilities including any third-party facilities or equipment.
- C. PST or Customer-scheduled maintenance, or in the event Customer's Order includes third party facilities, the third-party provider's scheduled maintenance.
- D. Labor strikes
- E. Force Majeure events as defined in this Agreement.

- F. Service Outages attributable to the installation of a new circuit.
- G. Failure or malfunction of third-party circuits or alternate access arrangements.

**5.4 Credit Allowances and Customer Remedies for Service Outages or SLA Violation:** In the event that PST is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage or a SLA Violation, Customer shall be entitled to a credit against the monthly recurring charges as specified in the applicable Service Schedule(s) or Service Order(s). The cumulative total of credits for a particular month will not exceed 100% of the total Monthly Recurring Charge for the impacted Service(s) for the particular month in which the Service Outage or SLA Violation occurs.

A Service Outage or a SLA Violation begins when PST is notified or becomes aware of the Service Outage or SLA Violation, whichever occurs first. A Service Outage or a SLA Violation ends when the affected line and/or associated PST Supplied Equipment is operational, subtracting any delay time associated with PST or its agent's inability to access the equipment and/or PST system at the Customer's site. If the Customer reports Services or a circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage or a SLA Violation.

- A. Credit Allowances do not apply to Service Outages and SLA Violations caused by:
  - i. The acts or omissions of Customer and/or End User or its agents including, but not limited to, any violation of the PST AUP.
  - ii. Failure of power.
  - iii. Failure or malfunction of non-PST equipment or systems, third party circuits or alternate access arrangements.
  - iv. Circumstances or causes beyond the control of PST or its agents.
  - v. During any period in which PST or its agents are not given access to the Service facility at the Customer site(s) where the PST Service terminates or were unable to reach Customer's emergency contact personnel.
  - vi. A planned service outage, unscheduled emergency maintenance or scheduled maintenance by PST or any third-party facility provider (alteration or implementation as described herein).
- B. Customer must request a Credit Allowance for a Service Outage and/or a SLA Violation within thirty (30) days after the Service Outage or SLA Violation occurs or any claim for a Credit Allowance is waived. Unless otherwise specifically stated, Service Outages and SLA Violations are not aggregated for purposes of determining the Credit Allowance.
- C. Service Outage and SLA Violation Credit Allowances are calculated according to the Service Schedule(s) or Service Order(s) for the particular Service.

## 6 NOTICES, MAINTENANCE CONTACT AND SIGNATURES

**6.1 Notices:** All notices and communications concerning this Agreement shall be in writing and addressed as follows:

**If to PST:**

Plumas Sierra Telecommunications, Inc.  
73233 State Route 70  
Portola, CA 96122  
Attn: Chief Operations Officer  
Email:

**If to Customer:**

Customer Name:	
Address 1:	
Address 2:	
City, State:	Zip Code:
Attention: Title:	
Attention Name:	
Email:	

Invoices shall be delivered to Customer at:

Customer Name:	
Address 1:	
Address 2:	
City, State:	Zip Code:
Attention: Title:	
Attention Name	

Or at such other address as may be designated in writing to the other Party. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, and shall be deemed delivered: if sent by U.S. Mail, three (3) days after deposit; or, if sent by commercial overnight delivery service, one (1) business day after deposit.

**6.2 Maintenance Contact:** As specified in Section 4.3, to facilitate PST access to Customer facilities at any and all days and times, Customer has designated the following individual as its point of contact for all communications relating to scheduled and emergency maintenance:

Contact Name:
Phone Number:
Cell Phone Number:
E-Mail Address:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**7 Customer Signature and PST Acceptance**

---

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

Title: \_\_\_\_\_

Company: **Plumas County**

Dated: \_\_\_\_\_

---

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

Title: \_\_\_\_\_

Company: **PLUMAS-SIERRA TELECOMMUNICATIONS**

Dated: \_\_\_\_\_

Page 13 of 13

Master Service Agreement – Plumas County

Plumas-Sierra Telecommunications 73233 State Route 70, Portola, CA 96122 Phone: 530-832-4126 Fax: 530-280-4031

Rev. Apr. 2021

Customer Initials: \_\_\_\_\_



# Exhibit B

## SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57628

BUSINESS NAME  
BILLING ADDRESS  
CITY STATE ZIP  
BILLING CONTACT  
BILLING EMAIL  
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION  
SERVICE ADDRESS  
CITY STATE ZIP  
CONTACT  
CONTACT EMAIL  
CONTACT PHONE

Plumas County Annex Building
555 Main Street
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 500Mb x 500Mb Transport	\$480	\$480
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 555 Main St, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 100Mb Transport to a 500Mb Transport from the PC Courthouse to the PC Annex Building.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$480
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.



## Exhibit C

### SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57630

BUSINESS NAME  
BILLING ADDRESS  
CITY STATE ZIP  
BILLING CONTACT  
BILLING EMAIL  
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION  
SERVICE ADDRESS  
CITY STATE ZIP  
CONTACT  
CONTACT EMAIL  
CONTACT PHONE

Plumas County Animal Shelter
201 N Mill Creek Rd
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	\$175	\$175
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 201 N Mill Creek Rd, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport to a 100Mb Transport from the PC Courthouse to the PC Animal Shelter.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Proprietary and Confidential Plumas-Sierra Telecommunications

73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



## EXHIBIT D

### SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57630

BUSINESS NAME  
BILLING ADDRESS  
CITY STATE ZIP  
BILLING CONTACT  
BILLING EMAIL  
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION  
SERVICE ADDRESS  
CITY STATE ZIP  
CONTACT  
CONTACT EMAIL  
CONTACT PHONE

Plumas County Sheriff's Office
1400 E Main Street
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	\$175	\$175
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 1400 E Main St, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport to a 100Mb Transport from the PC Courthouse to the PC Sheriff's Office.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

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73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

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## Exhibit E

### SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 57631

BUSINESS NAME	Plumas County Information Technology	SERVICE LOCATION	Plumas County Courthouse
BILLING ADDRESS	520 Main Street, Room 211	SERVICE ADDRESS	520 Main Street
CITY STATE ZIP	Quincy, CA 95971	CITY STATE ZIP	Quincy CA 95971
BILLING CONTACT	Greg Ellingson	CONTACT	Greg Ellingson
BILLING EMAIL	gregellingson@countyofplumas.com	CONTACT EMAIL	gregellingson@countyofplumas.com
BILLING PHONE	(530) 283-6336	CONTACT PHONE	(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 1Gb x 1Gb DIA	\$1,750	\$1,750
	Award Type: Upgrade		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from 250Mb DIA to 1Gb DIA at the Plumas County Courthouse.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$1,750
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

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73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

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# Exhibit F



## FIRM ORDER COMMITMENT

Date: 5/22/2024  
 Account # 57320  
 Expiration Date: 6/22/2024

<b>CUSTOMER NAME</b>	Plumas County Information Technology
<b>BILLING ADDRESS</b>	520 Main Street, Room 211
<b>CITY STATE ZIP</b>	Quincy, CA 95971
<b>BILLING CONTACT</b>	Greg Ellingson
<b>BILLING EMAIL</b>	gregellingson@countyofplumas.com
<b>BILLING PHONE</b>	(530) 283-6336

<b>SERVICE LOCATION</b>	PCPW Main Office
<b>SERVICE ADDRESS</b>	1834 E Main St
<b>CITY STATE ZIP</b>	Quincy, CA 95971
<b>CONTACT</b>	Damien Frank
<b>CONTACT EMAIL</b>	damienfrank@countyofplumas.com
<b>CONTACT PHONE</b>	(530) 283-6268

Salesperson	Job	Payment Terms	Due Date
Will Marquette		Net 30	

Qty	Description	Unit Price	Line Total	
1.00	PST BB 500Mb x 500Mb	\$ 109.00	\$ 109.00	
1.00	Installation Fee (New Contract)	\$ -	\$ -	
1.00	36 Month Service Agreement Term			
	<b>This account is being transferred from the Plumas County Public Works bill to the Plumas County IT Dept. bill.</b>			
	All applicable FCC, CA, and Local Taxes will be charged at the actual rate per month. This quote estimates the taxes at 6%.			
<b>Monthly Recurring Charges</b>			\$ 109.00	
<b>Non-Recurring Charges</b>			\$ -	

Order prepared by:

Will Marquette

This is a Customer Order on the goods named, authorizing entry to the customer premise to install the Broadband Services ordered and to maintain and repair the fiber-optic service, associated conduit, and repair or replace electronics including inside buildings. By signing this Commitment, I agree to be bound by the terms and conditions of the PST Acceptable Use Policy and the PST Business Broadband Lease and Service Agreement, which can be found at [www.pst.coop](http://www.pst.coop). The equipment installed at the Customer premise is the sole property of PST and is being leased to Customer. Upon termination of this agreement Customer is responsible to coordinate the return of this equipment or Customer will be billed according to the PST Business Broadband Lease and Service Agreement. Speeds are not guaranteed, and Business Broadband Services are shared services. Actual speeds may vary depending on, but not limited to, the number, performance and configuration of connected PC or connecting PCs; hardware, RAM and hard drive(s); router and connecting adapters; software applications; web browser and browser plug-ins; website server limitations; and network congestions.

To accept the terms above and finalize your order for PST Business Broadband Service, sign below and return:

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

Thank you for your business!

73233 STATE ROUTE 70, PORTOLA CA 96122 PH 800-221-3474 FX 530-832-5761



# Exhibit G

## SERVICE QUOTE

DATE: 4/24/2024

ACCOUNT: 58500

BUSINESS NAME  
BILLING ADDRESS  
CITY STATE ZIP  
BILLING CONTACT  
BILLING EMAIL  
BILLING PHONE

Plumas County Information Technology
520 Main Street, Room 211
Quincy, CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

SERVICE LOCATION  
SERVICE ADDRESS  
CITY STATE ZIP  
CONTACT  
CONTACT EMAIL  
CONTACT PHONE

Plumas County Facilities Building
198 Andy's Way
Quincy CA 95971
Greg Ellingson
gregellingson@countyofplumas.com
(530) 283-6336

QUOTATION DETAILS			
Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	\$175	\$175
	Award Type: Upgrade		
	A Location: 520 Main Street, Quincy, CA 95971		
	Z Location: 198 Andy's Way, Quincy, CA 95971		
1.00	Set-up Fee	\$0	\$0
TERM	36-Month (3-Year) Term Agreement		
	This is an upgrade from the current 10Mb Transport to a 100Mb Transport from the PC Courthouse to the PC Facilities Building.		
QUOTE PREPARED BY: Will Marquette		Monthly Recurring Cost (MRC) Total	\$175
QUOTE EXPIRATION DATE: 5/24/2024		Non-Recurring Cost (NRC) Total	\$0
AUTHORIZED SIGNATURES			
Customer Name:	Plumas-Sierra Telecommunications:		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Date:	Date:		
Terms & Conditions			

This is a customer order on the goods named, subject to the conditions noted in the Master Services Agreement. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed \$600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Proprietary and Confidential Plumas-Sierra Telecommunications

73233 State Route 70 Portola, CA 96122 - 1-800-221-3474

THANK YOU FOR CHOOSING PST - WE APPRECIATE YOUR BUSINESS!



**PLUMAS COUNTY  
SOLID WASTE  
MEMORANDUM**

---

**TO:** Honorable Chair and Board of Supervisors

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** July 2, 2024

**SUBJECT:** Adopt Resolution: A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL); No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote.

---

**Recommendation:**

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 6.09% Rate Increase Resolution for solid waste services related to curbside collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 1, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal, per the Franchise Agreement that took effect April 1, 2017.

**Background and Discussion:**

**PREFACE:**

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

1. *Receive a report and recommendation from the Solid Waste Task Force pertaining to a Rate Increase of 6.09 % (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Laporte, Greenville and Chester) for disposal of solid waste at said transfer stations, as operated by franchise contractor Feather River Disposal (FRD) serving Franchise Area No. 1.*
2. *Enable commentary by the franchise contractor Feather River Disposal.*
3. *Open a Public Hearing and enable commentary by the general public and other governmental officials, if any.*
4. *Consider the adoption of the proposed Resolution to Increase Rates by 6.09% as calculated per the terms of the 2017 Franchise Contract at Franchise Area No. 1 Transfer Stations. Announce to the Board of Supervisors and public, the commencement of the Proposition 13 process for amending residential and commercial curbside pickup rates.*

**BACKGROUND:**

On March 14, 2024, Solid Waste staff received Feather River Disposal's audited financial statements for the period ending December 31, 2023. Public Works staff reviewed the audited financial statements and subsequently forwarded the documentation to R3 Consulting Group. R3 Consulting Group reviewed the audited financial statement and concluded that Feather River Disposal, per the Franchise Agreement, was entitled to a fee increase in the amount of 6.09%.

**PROPOSED RATE INCREASE SUMMARY FOR FRD:**

The cumulative proposed fee increase described above is summarized as follows:

- 6.09% (residential collection) and
- 6.09% (commercial collection)

*Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 6.09% rate increase for those services was considered and approved by the Board of Supervisors at the June 18, 2024 Board of Supervisors meeting.*

#### **CONSIDERATION BY THE SOLID WASTE TASK FORCE:**

On May 6, 2024, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 6.09% Rate increase to the Board of Supervisors. If adopted, the rate increase would take effect retroactively on July 1, 2024.

#### **PUBLIC NOTICE:**

On May 13, 2024, the franchise contractor, Feather River Disposal, mailed notices of a public hearing to 2701 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

#### **PUBLIC DOCUMENTS:**

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 23-8826 dated July 11, 2023, approved at the public hearing held July 11, 2023
- 2023 FRD Audited Financial Statements
- 2024 Refuse Rate Index (RRI) Adjustments, Final Report dated April 4, 2024

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building

1834 E Main Street, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or

- Office of the Clerk of the Board of Supervisors

520 Main Street, Room # 309, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or

- May be viewed on the Plumas County website at:

<https://www.plumascounty.us/2616/Public-Documents>

#### **Action:**

Adopt Resolution: A **RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)**; No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

#### **Fiscal Impact:**

No General Fund impact. Solid Waste Rate Increase.

**Attachments:**

1. RESOLUTION Est Rev Fee Sched. FRD
2. FRD Prop 218 Public Notice 2024
3. Signed SWTF Letter 2024
4. Rate Table FRD prop 218 2024

## **RESOLUTION NO. 24-\_\_\_\_\_**

### **A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)**

**WHEREAS**, the Plumas County Board of Supervisors, on July 11, 2023, did adopt Plumas County Resolution No. 23-8826, thus revising the fee schedules for collection, transfer, and related solid waste services for the Franchise Contractor for Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

**WHEREAS**, USA Waste of California, Inc. doing business as Feather River Disposal (FRD) is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

**WHEREAS**, on \_\_\_\_\_ 2024, the Franchise Contractor for Service area No.1, mailed notices of a public hearing to \_\_\_\_\_ ( ) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

**WHEREAS**, on \_\_\_\_\_ 2024, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

**WHEREAS**, \_\_\_\_\_ written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

**WHEREAS**, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 23-8826.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 23-8826, for collection, transfer, and related solid waste services in Franchise Service Area No. 1, effective July 1<sup>st</sup>, 2024, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.

(b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be \$29.07 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$39.52 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$51.23 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$28.30 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$56.36 each per collection. Each tire shall be charged per collection: \$6.23 [sixteen (16") inches or less]; \$12.04 [more than sixteen (16") inches but less than twenty (20") inches]; \$28.30 [more than twenty (20") inches].

(3) **Residential billing.** Each new residential collection account shall be charged \$12.04 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of \$112.75 for one collection per week; a monthly fee of \$225.17 for two (2) collections per week; a monthly fee of \$338.46 for three (3) collections per week; a monthly fee of \$451.36 for four (4) collections per week; and a monthly fee of \$564.26 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$30.30, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is \$31.32. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$42.59. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$58.35. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area,

or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$122.11 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

- (d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$75.19 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.
- (e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSTAIN:** Supervisors:

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Chair, Board of Supervisors

**ATTEST:**

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Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney  
County Counsel's Office  
1 ay 200 01 000



## **PUBLIC NOTICE**

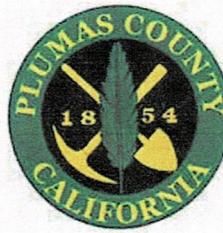
### **OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., July 2, 2024**

As required annually by the 2017 Franchise Contract between the County and USA Waste of California, Inc., dba Feather River Disposal (FRD), a resolution will be considered by the Board of Supervisors to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by **Feather River Disposal (Solid Waste Franchise Area No. 1)**. The calculated rate increase **(6.09%)** is determined per the terms and conditions of the 2017 Franchise Contract for the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) operated by the franchise contractor USA Waste of California, Inc., dba Feather River Disposal (FRD) serving Franchise Area No. 1.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **6.09%** beginning on July 1, 2024. Commercial solid waste collection fees will increase by **6.09%** beginning on July 1, 2024. These rate changes apply to the area serviced by Feather River Disposal only, not Inter Mountain Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Service District, which have separate (non-county) contracts with Feather River Disposal.

*The proposed fee schedule is available for view on the internet at:*  
<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase. **If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works, 1834 East Main Street, Quincy CA, before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.**



**PLUMAS COUNTY  
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)**  
**1834 East Main Street • Quincy, CA 95971 • (530) 283-6268**

*John Forno, Chair*

**MEMORANDUM**

May 29, 2024

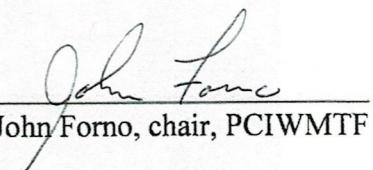
From: Plumas County Integrates Waste Management Task Force  
Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Financial Areas No. 1 and No. 2  
To: Plumas County Board of Supervisors

On Monday, May 6<sup>th</sup>, 2024, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified regular meeting. Three (3) Task Force Members were present; therefore, a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

**The PCIWMTF recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 in the amount of 6.09% and a rate increase for Curbside and Transfer Station rates in Franchise Area No. 2 in the amount of 14.13% and 19.47% respectively for the Fiscal Year of 2024/2025, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.**

Respectfully submitted,

  
John Forno, chair, PCIWMTF

**EXHIBIT A**

**Feather River Disposal: Fee Schedule for Collection,  
Transfer and Related Waste Services – Collection  
Routes**

**Description of Service**

**Residential Base Rate (Per Month)**

35 gallon waste-wheeler  
64 gallon waste-wheeler  
96 gallon waste-wheeler

**Residential Large Items**

Washer, dryer, standard size refrigerator  
Single bed mattress and similar sized object  
Deep freezer  
Double bed mattress and similar sized objects  
Tire (16" or less)  
Tire (16.1" to 19.9")  
Tire (20" or greater)

**Residential Billing**

New residential collection account startup fee

**Commercial Base Rate**

One CY bin (once a week)  
One CY bin (twice a week)  
One CY bin (three collections a week)  
One CY bin (four collections a week)  
One CY bin (five collections a week)  
Each additional CY per collection  
35 gallon waste-wheeler  
64 gallon waste-wheeler  
96 gallon waste-wheeler

**Bin Delivery Charge**

**Special Travel Charge (Not to Exceed) Per Hour**

Current Rates	Adjusted Rate
ALL	Proposed 2024 Rate (Effective July 1, 2024)
\$ 27.40	\$ 29.07
\$ 37.25	\$ 39.52
\$ 48.29	\$ 51.23
\$ 26.68	\$ 28.30
\$ 26.68	\$ 28.30
\$ 53.13	\$ 56.36
\$ 53.13	\$ 56.36
\$ 5.87	\$ 6.23
\$ 11.35	\$ 12.04
\$ 26.68	\$ 28.30
\$ 11.35	\$ 12.04
\$ 106.28	\$ 112.75
\$ 212.24	\$ 225.17
\$ 319.03	\$ 338.46
\$ 425.45	\$ 451.36
\$ 531.87	\$ 564.26
\$ 28.56	\$ 30.30
\$ 29.52	\$ 31.32
\$ 40.14	\$ 42.59
\$ 55.00	\$ 58.35
\$ 70.87	\$ 75.19
\$ 115.10	\$ 122.11

2024 RRI 1.0609
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**PLUMAS COUNTY  
SOLID WASTE  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Rob Thorman, Assistant Director of Public Works

**MEETING DATE:** July 2, 2024

**SUBJECT:** Adopt a **RESOLUTION: RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL).**  
**No General Fund impact. Approved as to form by County Counsel; discussion and possible action. Roll call vote.**

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**Recommendation:**

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 14.13% Rate Increase Resolution for solid waste services related to collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 2, as operated by franchise contractor InterMountain Disposal, per the Franchise Agreement that took effect April 1, 2017.

**Background and Discussion:**

**PREFACE:**

*The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:*

- 1. Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 14.13% (residential) and 14.13% (commercial) for solid waste services provided by franchise contractor InterMountain Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.**
- 2. Enable commentary by the franchise contractor, InterMountain Disposal.**
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.**
- 4. Consider the adoption of the attached proposed Resolution to Increase Rates by 14.13% (residential) and 14.13% (commercial) for solid waste services provided by franchise contractor InterMountain Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.**

**BACKGROUND:**

During the 2023 rate review process, it was discovered that a mistake was made by R3 Consulting Group, the entity responsible for performing the annual rate review analysis, during the 2022 rate review. This error caused IMD to be erroneously granted a 6.41% rate increase. Upon learning of this error, R3 recommended that the County rescind IMD's 2023 rate increase and lower the service rates for the remainder of the fiscal

year to reimburse the rate payers.

On December 19, 2023, IMD's curbside rates were lowered by 3.89%. This decrease was calculated such that, by July 1<sup>st</sup>, 2024, the rate payers will have been reimbursed for the period in which they were overcharged 6.41%.

Because the rate payers were refunded via artificially lowering their rates over a period of time, the 2024 rate review then needed to raise the rates up to where they would be, absent the erroneous rate increase in 2022 and subsequent lowering of rates in 2023. This figure was determined to be 8.13%.

On March 14, 2024, Solid Waste staff received Inter Mountain Disposal's audited financial statements for the period ending December 31, 2023. Public Works staff reviewed the audited financial statements and subsequently forwarded the documentation to R3 Consulting Group. R3 Consulting Group reviewed the audited financial statement and concluded that InterMountain Disposal, per the Franchise Agreement, was entitled to a fee increase in the amount of 6.00%. These two separate rate increases give a total rate increase of 14.13%, effective July 1, 2024.

This can be understood by comparing the transfer station rates that would have been in place absent any corrections against what they were with the corrections. The below tables show the monthly curbside rate for a 35 gallon waste wheeler in both scenarios. (Note the actual 2024 rate is \$0.13 less due to year-to-year rounding).

WITH Erroneous Increase and Corrections			
2020	\$ 25.86	N/A	
2021	\$ 25.86	N/A	
2022	\$ 28.16	+8.91%	
2023	\$ 27.07	-3.89%	
2024	\$ 30.89	+14.13%	

Without Erroneous Increase and Corrections			
2020	\$ 25.86	N/A	
2021	\$ 26.51	+2.50%	
2022	\$ 26.51	+0.00%	
2023	\$ 29.26	+10.37%	
2024	\$ 31.02	+6.00%	

#### **PROPOSED RATE INCREASE SUMMARY FOR IMD:**

The cumulative proposed fee increases described above are summarized as follows:

- 14.13% (residential collection) and
- 14.13% (commercial collection)

*Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 19.47% rate increase for those services was considered and approved by the Board of Supervisors at the June 18, 2024 Board of Supervisors meeting.*

## **CONSIDERATION BY THE SOLID WASTE TASK FORCE:**

On May 6, 2024, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 14.13% Rate increase to the Board of Supervisors. If adopted, the rate increase would take effect retroactively on July 1, 2024.

## **PUBLIC NOTICE:**

On May 15, 2024, the franchise contractor, InterMountain Disposal, mailed notices of a public hearing to 2007 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

## **PUBLIC DOCUMENTS:**

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 23-8884 dated December 19, 2023, approved at the public hearing held December 19, 2023
- 2023 IMD Audited Financial Statements
- 2024 Refuse Rate Index (RRI) Adjustments, Final Report dated April 4, 2024

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building

1834 E Main Street, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or

- Office of the Clerk of the Board of Supervisors

520 Main Street, Room # 309, Quincy, CA 95971,  
between the hours of 8am – 5pm, Monday through Friday, or

- May be viewed on the Plumas County website at:

<https://www.plumascounty.us/2616/Public-Documents>

## **Action:**

Adopt a **RESOLUTION**: RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL). No General Fund impact. Approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

## **Fiscal Impact:**

No General Fund impact. Solid Waste Rate Incr.

## **Attachments:**

1. RESOLUTION Est Rev Fee Sched. IMD

2. IMD Curbside Rate Table 2024
3. IMD Prop 218 Public Notice 2024
4. Signed SWTF Letter 2024

## **RESOLUTION NO. 24-\_\_\_\_\_**

### **A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL)**

**WHEREAS**, the Plumas County Board of Supervisors, on December 19, 2023, did adopt Plumas County Resolution No. 23-8884, thus revising the fee schedules for collection, transfer, and related solid waste services for the Franchise Contractor for Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

**WHEREAS**, InterMountain Disposal (IMD) is the solid waste franchise contractor for Franchise Service Area No. 2, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

**WHEREAS**, on \_\_\_\_\_, 2024, the Franchise Contractor for Service area No. 2, mailed notices of a public hearing to \_\_\_\_\_ (\_\_\_\_) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

**WHEREAS**, on \_\_\_\_\_, 2024, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

**WHEREAS**, \_\_\_\_\_ (\_\_\_\_) written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

**WHEREAS**, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 23-8884.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 23-8884, for collection, transfer and related solid waste services in Franchise Service Area No. 2, effective July 1, 2024, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.
  
- (b) **Collection fees.** The base rate for collection, as described below and shown on attached

Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be \$30.89 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$39.39 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$46.60 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$25.14 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$50.11 each per collection. Each tire shall be charged per collection: \$5.20 [sixteen (16") inches or less]; \$10.66 [more than sixteen (16") inches but less than twenty (20") inches]; \$25.14 [more than twenty (20") inches].

(3) **Residential billing.** Each new residential collection account shall be charged \$10.66 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of \$111.92 for one collection per week; a monthly fee of \$223.83 for two (2) collections per week; a monthly fee of \$335.74 for three (3) collections per week; a monthly fee of \$447.65 for four (4) collections per week; and a monthly fee of \$559.57 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$30.06, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is \$38.50. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$46.60. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$52.19. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and

mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$116.75 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$71.83 shall be charged to cover the round-trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the following vote:

**AYES:** Supervisors:

**NOES:** Supervisors:

**ABSTAIN:** Supervisors:

---

Chair, Board of Supervisors

**ATTEST:**

---

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney  
County Counsel's Office



**EXHIBIT A**

InterMountain Disposal: Fee Schedule for Collection, Transfer and Related Waste Services - Collection Routes	Current Rates
Description of Service	All
<b>Residential Base Rate (per month)</b>	
35 Gallon Waste Wheeler	\$27.07
64 Gallon Waste Wheeler	\$34.51
96 Gallon Waste Wheeler	\$40.83
<b>Residential Large Items</b>	
Washer, dryer, standard fridge, single mattress	\$22.03
Deep freezer, double mattress	\$43.91
Tire 16" or less	\$4.56
Tire 16.1" to 20"	\$9.34
Tire 20" or more	\$22.03
<b>Residential Account Start-Up Fee</b>	\$9.34
<b>Commercial Base Rate</b>	
One CY Bin (once per week)	\$98.06
One CY Bin (twice per week)	\$196.12
One CY Bin (three times per week)	\$294.17
One CY Bin (four times per week)	\$392.23
One CY Bin (five times per week)	\$490.29
Each additional CY per collection	\$26.34
35 Gallon Waste Wheeler	\$33.73
64 Gallon Waste Wheeler	\$40.83
96 gallon waste wheeler	\$45.73
<b>Special travel charge (not to exceed) per hour</b>	\$102.30
<b>Bin delivery charge</b>	\$62.94

Adjusted Rate	
Proposed Rate (Effective July 1, 2024)	
\$ 30.89	
\$ 39.39	
\$ 46.60	
\$ 25.14	
\$ 50.11	
\$ 5.20	
\$ 10.66	
\$ 25.14	
\$ 10.66	
\$ 111.92	
\$ 223.83	
\$ 335.74	
\$ 447.65	
\$ 559.57	
\$ 30.06	
\$ 38.50	
\$ 46.60	
\$ 52.19	
\$ 116.75	
\$ 71.83	

2024 RRI  
1.1413



## PUBLIC NOTICE

### OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

**10:00 A.M., July 2, 2024**

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by **InterMountain Disposal (Solid Waste Franchise Area No. 2)**. The calculated rate increase (**14.13%**) is comprised of two constituent increases, a **6.00%** increase which is determined per the terms of the Franchise Contract and a one-time correction of **8.13%**.

In order to correct a mistake that was discovered in the 2022 rate evaluation process, IMD's curbside rates were lowered by 3.89% on December 19, 2023. This decrease was calculated such that, by July 1<sup>st</sup>, 2024, the rate payers will have been reimbursed for the period in which they were overcharged. Because the rate payers were refunded via artificially lowering their rates over a period, the 2024 rate review then needed to raise the rates up to where they would be, absent the erroneous rate increase in 2022 and subsequent lowering of rates in December of 2023. This figure was determined to be 8.13%.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **14.13%** beginning on July 1, 2024. Commercial solid waste collection fees will increase by **14.13%** beginning on July 1, 2024. These rate changes apply to the area serviced by Intermountain Disposal only, not Feather River Disposal. This resolution will not affect property owners within the City of Portola. A proposed fee schedule is available on the County website (see below).

*The proposed fee schedule is available for view on the internet at:*

<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant

(person billed for collection services) and a statement of opposition to the proposed fee increase.

***If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works, 1834 East Main Street, Quincy CA, before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.***



**PLUMAS COUNTY  
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)**  
**1834 East Main Street • Quincy, CA 95971 • (530) 283-6268**

*John Forno, Chair*

**MEMORANDUM**

May 29, 2024

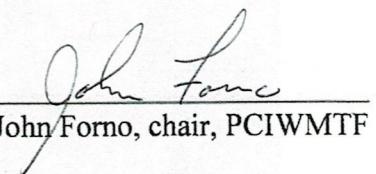
From: Plumas County Integrates Waste Management Task Force  
Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Financial Areas No. 1 and No. 2  
To: Plumas County Board of Supervisors

On Monday, May 6<sup>th</sup>, 2024, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified regular meeting. Three (3) Task Force Members were present; therefore, a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

**The PCIWMTF recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 in the amount of 6.09% and a rate increase for Curbside and Transfer Station rates in Franchise Area No. 2 in the amount of 14.13% and 19.47% respectively for the Fiscal Year of 2024/2025, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.**

Respectfully submitted,

  
John Forno, chair, PCIWMTF



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** July 2, 2024

**SUBJECT:** Receive Grand Jury Report, State Controller's Office; discussion and possible direction to staff.

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**Recommendation:**

Receive Grand Jury Report, State Controller's Office; discussion and possible direction to staff.

**Background and Discussion:**

**Action:**

Receive Grand Jury Report, State Controller's Office; discussion and possible direction to staff.

**Fiscal Impact:**

No General Fund Impact; discussion only.

**Attachments:**

1. 2023-2024 Civil Grand Jury Report

2023-2024

# CIVIL GRAND JURY REPORT

## PLUMAS COUNTY, CALIFORNIA



- A CALL FOR ACCOUNTABILITY-PUTTING THE PUBLIC'S INTEREST FIRST
- KEEPING ALL OUR CHILDREN SAFE; IT TAKES A VILLAGE
- THE MANY FACES OF PLUMAS COUNTY RECYCLING

## About the Civil Grand Jury

The Civil Grand Jury (Grand Jury) is a government oversight panel of volunteers who serve for one year. It makes findings and gives recommendations resulting from its investigations.

Reports of the Grand Jury do not identify individuals by name. Disclosure of information about individuals interviewed by the Grand Jury is prohibited.

California Penal Code, section 929

## 2023-2024 Jurors

Karen Pierson, Foreperson, Quincy  
Kathleen Price, Foreperson Pro-Tem\*, Quincy

Van Bowman, Graeagle  
Donald "Chopper" Clark, Greenville  
Scott Cruz, Cromberg  
Richard Foster, Quincy  
Shirley Kossow, Indian Valley  
Tracy Morris, Portola  
Barbara Puhl, Chester  
Thomas Romero, Portola  
Susan Schneider, Portola  
Laurie Scott, Portola  
Joe Williams, Meadow Valley

\*Recused from "A Call for Accountability-Putting the Public's Interest First"

To learn more about the Civil Grand Jury, visit:  
<https://www.plumascounty.us/216/Grand-Jury>

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# A Call For Accountability - Putting The Public's Interest First

## Summary

The future of the Plumas County financial system is at stake as shown by an increasing number of audit findings indicating serious issues with the internal controls and the integrity of financial statements. The problem stems from a lack of coordination between the treasurer and the auditor offices caused by using outdated systems which are not compatible. The Treasurer's office has been criticized by both Feather River College and the Feather River Tourism Association for delaying interest payments from investments causing them to be unable to meet their own financial obligations. The Board of Supervisors and the Chief Administrative Officer have no authority over any elected official who is accountable only to the public. This places a greater obligation on the public to understand how the county's financial system is continuing to decline and how citizens are impacted. The failed financial system has resulted in fewer funds from tourists who stay in lodging facilities and fewer funds available to Feather River College to serve students workers. Missed deadlines have also impacted Public Works transportation projects leaving less money for road improvement projects. Now is the time for the public to be informed and take action to remedy this situation. The Grand Jury recommends the following:

- 1) The State Controller's Office be used for assistance in streamlining the Treasurer's office.
- 2) The Board of Supervisors hires a Fiscal Officer to assist the County Administrator's Office.
- 3) The Treasurer/Tax Collector enforce the current tax assessment on lodging facilities.
- 4) The Board of Supervisors reinstates the Treasury Oversight Committee.

## Background

Missed audit deadlines lead to dire consequences.

There seems to be little dispute that Plumas County has been in a state of fiscal disarray for several years as evidenced by the current credit rating of triple B minus. For the past six years the department heads were not asked to review their budgets for adjustments, leaving the Board of Supervisors (BOS) to approve budgets based only on figures from the previous year. The county has been behind with its audits. In a memo dated April 2, 2024, the Chief Administrative Officer (CAO) spelled out how the county is not meeting regulatory standards based in state law.<sup>i</sup>

The county is subject to two types of financial reports: an Annual Comprehensive Financial Report, (ACFR) and a Single Audit Report, (SAR). Both are filed with the State of California Controllers Office.

The Annual Comprehensive Financial Report (ACFR) is an audited financial statement that provides detailed information about a county's financial position and activities for the previous fiscal year. The report is due on April 30<sup>th</sup> of each year.

Plumas County used Smith and Newell, CPAs to conduct an independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.

According to the State of California, Department of Finance; Single Audit Act:

In accordance with the Single Audit Act of 1984 (which was amended in 1996) and the OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), non-federal entities are required to track federal funds awarded to recipients and pass-through recipients each year. Non-federal entities that expend \$750,000 or more in federal awards in a single year are required to undergo an annual audit to ensure the accountability for federal awards. The California State Auditor (State Auditor) conducts the State of California's single audit.

This report is due on March 30<sup>th</sup> of each year.

The negative impact of missed deadlines includes being placed on the "Do Not Authorize" list. The Public Works Department has many bridge and road maintenance/replacement projects funded through Caltrans. These projects allow for Public Works to be reimbursed for what is referred to as Indirect Cost Rate Plan (ICRP). This is an overhead cost that may be reimbursed, but when the County Audit is late, Public Works is delayed in invoicing for these funds until the audit is completed. In many instances, the project is closed before the overhead costs can be invoiced and is not possible to be reimbursed for the overhead costs. The amount received in indirect cost varies based on the number of projects and depends on when the project is closed. This also impacts grant applications to state and federal agencies. Late audits can also affect the ability of an agency to secure financing future for projects.

## Methodology

Many sources were used to complete this report. The Grand Jury viewed multiple live and archived BOS meetings, examined and notated BOS meeting agendas and BOS meeting packets. The Grand Jury held a series of seven in-depth interviews with elected and appointed staff and officials from various county departments and special districts. This included an examination of budget documents, emails, pay schedules, memoranda of understandings and other detailed documents provided by interviewees. Several state and federal codes and regulations were reviewed, as were many articles from the Plumas Sun summarizing BOS meetings. A combination of sources of information was used to verify statements made during interviews and to corroborate facts and inform the findings and recommendations included in this report.

## Discussion

CAO and BOS look for remedies.

In May of 2023 the Board of Supervisors hired the accounting firm Clifton, Larson, & Allen (CLA) to review processes and procedures of the county's financial offices and help address the financial risks that had become apparent.<sup>ii</sup> Their review determined that many of these issues were based on outdated systems used by the auditor and the treasurer, the two offices who deal most directly with finances along with the office of the CAO. Outdated systems such as the use of stand-alone EXCEL spreadsheets are not compatible with new software (Tyler-Munis) being used by the county financial offices, thus preventing efforts between the offices to be coordinated and digitally synchronized. Some of the areas of noncompliance identified by CLA included the following:

- a backlog of journal entries
- failing to reconcile cash and investments,
- failing to apportion interest to the special districts,
- insufficient staffing,
- insufficient training on software,
- lack of updated policies and procedures
- non-existence of a Treasury Oversight Committee.

The findings by CLA resulted in several areas of noncompliance with the California County Budget Guide §29060, 61, 62 and §29083(b).

## Focus on Treasurer/Tax Collector

On January 2, 2024, a controversy over the management of the county's financial operations dominated the BOS meeting.<sup>iii</sup> It was stated that the County had been reviewing its financial processes and policies due to being two years behind in audits. A concern was expressed that this may be due to a possible dereliction of duty by the Treasurer/Tax Collector.

A plan of action was requested, and a suggestion was made that it appears on a future BOS agenda. This has met with resistance as there is a preference to add items to the BOS's agenda "*when ready*" on the part of the Treasurer/Tax Collector. It has also been stated that this is the prerogative of an elected official to place items on the agenda when ready. Also, the BOS has responded to the CAO's repeated attempts to improve operations in the treasurer's office by requesting the treasurer attend meetings to discuss potential changes.

## Treasurer impact on Feather River Tourism Association and Feather River College

The Grand Jury received a complaint outlining the following accusations about the Treasurer/Tax Collector:<sup>iv</sup>

- The office is not properly enforcing county codes regarding transient occupancy tax.
- The office failed to transfer the 2% assessment for the Feather River Tourism Management Association (FRTMA) as outlined in the Management Plan approved by the BOS.<sup>v</sup>
- The office along with county counsel decided that lodging providers on federal lands do not need to collect the 2%, which is supported by law. This has resulted in an unfair advantage to Airbnb providers over lodging providers who are charging and collecting the Transient Occupancy Tax (TOT). Also, Airbnb providers are not required to obtain a TOT certificate leaving the county with little data on the impact of tourism. This has led to an estimate that the county is losing 10-20 % of potential TOT revenues from Airbnb rentals due to the lack TOT certificates.
- The Feather River Tourism Association has complained that the Treasurer/Tax Collector's office has delayed its interest payments. In April 2023 the director of the association told the BOS that it had not been paid on time over its three-year existence. The association had asked for a loan citing \$30,000 plus in overdue payments from the county. The association received assistance from the CAO in finding the missing payment thus preventing a need for a loan.<sup>vi</sup>

Feather River College has also reported problems collecting interest on funds invested in the county investment pool which the Treasurer/Tax Collector manages.<sup>vii</sup> At one time the college was missing such a significant amount of interest payments it could not close its books for 2023. This caused the college's annual audit to result in a finding - a statement by the auditor indicating deviations from standard accounting practice.

Investment Policy not followed.

The Plumas County Investment Policy and Guidelines,<sup>viii</sup> state that the County Treasurer/Tax Collector will provide a monthly investment report to the BOS, the auditor, school districts, the community college district, and special districts showing the following:

- all transactions
- type of investment issuer
- purchase date
- maturity date
- purchase price
- yield to maturity
- current market value for all securities

Currently the Treasurer/Tax Collector uses PFM Financial Advice and Consultation to fulfill some of the requirements, but the reports do not include all this information. Requests from the Feather River College District for investment reports and apportionment have not been provided in a timely manner. The State Chancellor's Office requires the college to report an exact amount of revenue and the rate of return from investments. The Treasurer had not provided them with this detail. In October of 2023 FRC send a demand letter to the county counsel requesting this information and a reason why the interest on their investments had not been posted to the FRC account. This process has also caused the college to receive complaints from student/workers who have tried to cash their checks only to be told there are insufficient funds in the FRC account. When the investments are not posted to the accounts there are no monies to cover checks resulting in insufficient funds in the accounts. This is due to the Treasurer/Tax Collector's office not transferring the monies to the proper accounts in a timely manner.

There is an ongoing discussion by the Board of Supervisors as to whether the Treasury Oversight Committee should be reinstated. At present the County Treasurer is the Trustee of the investment funds. The current policy states that the investment policy will be reviewed at least annually, yet the last time it was approved was 12/2/2016. "Prior to 2005 the California Code required counties and cities to establish a Treasury Oversight Committee to oversee the policies that guide the investment of public funds. However, this oversight committee became optional in 2005. In 2007 Plumas County discontinued the operation of its committee." At the 2/13/2024 BOS meeting a discussion took place related to updating the investment policy. The Treasurer asked that the Treasury Oversight Committee not be included in the investment policy. The CAO and the President of FRC asked that the Treasury Oversight Committee be reinstated. On January 9, 2024, the BOS "stalled" in approving a resolution to delegate authority to the Treasurer to invest county funds and the funds of other entities - including Feather River College and the Feather River Tourism Association. The routine resolution has not been completed for two years. On May 14, 2024, the BOS tabled the decision concerning the Treasury Oversight Committee.

The BOS received an Independent Accountant's Report from Smith & Newell CPAs on May 7, 2024. "This examination was to determine compliance with the requirements specified in the government code section and the County Investment Policy. This report found most areas in compliance. However, there were findings of noncompliance which were set to be implemented in May 2024.

- Monthly investment reports were not submitted to the BOS within 30 days following the end of each month for the years of 2021 and 2022.
- Administrative Fee was not charged for the correct amount or at the correct quarters.
- Interest Apportionment: cash and investments were not reconciled timely.

Treasurer response

The Treasurer-Tax Collector attributed the delays in reporting and distributing investment funds to a lack of management software. In response on February 3, 2024 the BOS authorized a three-year contract with Emphasys Software to purchase SymPro at a cost not to exceed \$90,000.<sup>ix</sup> On March 3, 2024, there was a meeting among the Treasurer, SymPro representatives and Plumas County IT Department (PC IT) that focused on the implementation of the system by the Treasurer. Another meeting has been scheduled between SymPro and the Treasurer's office which would include any involved banks. A confirming email from the PC IT department indicated that there had been meetings on 3/22/24 and 4/4/2024, with SymPro, PC IT and the Treasurer's office but there have been no requests for further assistance to PC IT from the Treasurer's office or SymPro for implementation of the software.

## Findings

- F1. The Treasurer/Tax Collector failed to use the software of the county's system (Tyler Munis) resulting in an inability to communicate with the Auditor, Assessor and CAO offices digitally.
- F2. Audited financial statements and audits to the State Controller's Office have not been filed on time negatively affecting the county's ability to secure financing for projects.
- F3. Single Audit Reports (SAR) for agencies with federal funds have been filed late impacting Public Works transportation projects and grant applications funded by federal dollars.
- F4. The Treasurer/Tax Collector has not managed the investments of special districts leaving them with financial uncertainty and lower amounts of return.
- F5. The Treasurer/Tax Collector has failed to implement a system to collect taxes from Airbnb preventing the county from collecting all taxes due from all lodging facilities.

## Recommendations

- R1. The Grand Jury recommends that the BOS contact the State Controller's Office for assistance in streamlining the operations of the Treasurer/Tax Collector by October 1, 2024.
- R2. The Grand Jury recommends that the BOS direct the Treasurer/Tax Collector to use the option within the Investment Policy to reinstate the Treasurer Oversight Committee by November 1, 2024.

R3. The Grand Jury recommends that the BOS follow the recommendations from CLA including the hiring of a fiscal officer or administrative assistant to assist the CAO's office by October 1, 2024.

R4. The Grand Jury recommends that the mission statements, and policies and procedures be updated in the Assessor's office, the Auditor Controller's office, and the Treasurer/Tax Collector's office by December 1, 2024.

R5. The Grand Jury recommends that all job descriptions in Treasurer/Tax Collector, Auditor and Assessor offices include experience and competencies in using digital platforms by June 30, 2025.

R6. The Grand Jury recommends that the conversion to the use of digital platforms in the above stated offices be completed by December 1, 2024.

R7. The Grand Jury recommends that the Treasurer/Tax Collector enforce the current TOT ordinance requiring all lodging providers to hold TOT certificates by October 1, 2024.

## Request for Response

Pursuant to Penal Code 933 and 933.05, the Civil Grand Jury requests responses as follows:

From the Plumas County Board of Supervisors within 90 days:

Recommendations 1, 2, 3.

From the Elected Offices:

Recommendations 4, 5, 6, and 7

## Endnotes

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<sup>i</sup>Memo from CAO at the request of the Board of Supervisors April 2, 2024.

<sup>ii</sup>Smith & Newell CPA's: Independent Accountant's Report of Plumas CO Treasury Oversight Examination, ending June 30, 2022.

<sup>iii</sup> Plumas Sun article entitled "Controversy Erupts Over County Treasurer's Office" January 9, 2024.

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<sup>iv</sup> Plumas County Grand Jury Citizen Complaint.

<sup>v</sup> Plumas County Treasurer's Office Investment Policy and Guidelines, 12/2016.

<sup>vi</sup> Plumas Sun article entitled "Controversy Erupts Over County Treasurer's" January 9, 2024.

<sup>vii</sup> Plumas Sun article entitled "Controversy Erupts Over County Treasurer's" January 9, 2024.

<sup>viii</sup> Plumas County Treasurer's Office Investment Policy and Guidelines, 12/2016.

<sup>ix</sup> Plumas Sun County article: "Treasurer gets approval for new software" February 13, 2024.

# Keeping All Our Children Safe; It Takes a Village

## Summary

The Plumas County Child Protective Services (CPS) Department has not worked consistently together with other agencies to ensure the safety and protection of their clients (children). Many agencies need information when reports of abuse are filed, yet sharing this information does not always occur. The Sheriff's office is not always contacted when abuse is suspected. Working with other agencies is mandated through a California Assembly Bill<sup>i</sup> passed in 2019, yet the department has made little effort to update their policies and procedures to follow the new law. Also, it is unclear to the Grand Jury (GJ) how CPS defines child abuse in a consistent regular manner. To remedy the situation the Grand Jury recommends the following:

- 1) All CPS Policies and Procedures (P/P) be updated and reviewed to follow Assembly Bill 2083.
- 2) The Chief Administrative Officer (CAO) review the administrative structure of Social Services and CPS to assure there is adequate oversight and accountability, and that all policies are being followed.
- 3) A report be written to the public identifying the status and trends in the department and published on their website.

## Background

On November 28, 2023, the Grand Jury (GJ) received complaints from two different Plumas County agencies about CPS. The complaints came from agencies that have signed a Memorandum of Understanding (MOU) with CPS.

The Child Protective Services (CPS) is a division of the Plumas County Social Service Department and their mission statement includes the following language: "provides protection, intervention, and ongoing support to children who are victims of or are threatened with abuse, neglect, or exploitation."<sup>ii</sup> CPS is supposed to work with other agencies and is mandated to work with these agencies through Assembly Bill (A.B. 2083) passed by the California Assembly and signed into law by the Governor in 2019. The Bill requires each county's CPS to change the way they interact with other agencies to provide protection to all children to prevent any kind of abuse. This Bill requires each county to create a Memorandum of Understanding (MOU) allowing many different agencies and organizations to communicate about the clients (children) of CPS without violating their privacy rights, thus enabling the other agencies the ability to provide all their services to the child as needed. "Memoranda of Understanding" are legal documents between entities that explain the terms and conditions of a collaboration or partnership

involving two or more parties". The Assembly passed this Bill when it realized that Child Protective Services throughout the State were missing opportunities for other agencies to help CPS meet the mission of protecting children.

The MOU for Plumas County<sup>iii</sup> was put into place in January of 2023 signed by the following agencies: Social Services, Behavioral Health, Probation, Plumas County Office of Education, Plumas Crisis Intervention & Resource Center, Far Northern Regional Center and Plumas County Board of Supervisors. The Plumas County MOU has been in place for over a year, yet the department has made little effort to update their policies and procedures to follow the new law.

## Methodology

The GJ conducted a total of six interviews, carefully read the Assembly Bill and the Plumas County MOU, visited many websites addressing the Bill and ways to implement the MOU's Plumas County CPS Policy and Procedures (P/P) manuals were reviewed and other California Counties CPS websites were visited by the GJ to understand why and how important the State of California considered the reasons for implementing this Bill. Various websites describing AB 2023 and ways to produce the MOU that the Bill required were also reviewed. **Note:** When the GJ requested any information from CPS the GJ requested that all client information be redacted prior to sending any of the requested documents to the GJ.

## Discussion

### Child Abuse Defined

CPS has clients that end up in their care for several different reasons. Clients can voluntarily come under the care of CPS when the parents are overwhelmed by life and realize they need help to provide for their child. The Court can order CPS to provide care for a client when parents have broken laws that put the child in danger even when the parents had no intention of endangering the child. If parents are incarcerated CPS will try to place the child in a safe environment. The goal of CPS is to first place children with the parents if they can ensure the placement is safe, the next choice is a close relative, but a safe placement remains the goal. Child abuse or neglect<sup>iv</sup> covers a wide variety of actions which could include the following:

- Neglect - A child is not able to provide for their own needs due to age or disability, and a parent or care giver does not meet those needs.
- Abuse - A child is physically or emotionally traumatized.
- Sexual Abuse - Exploitation, such as a child is put into sex trafficking.
- Abandonment - A child has been left with no means of support.

Regardless of the severity of the abuse CPS has the responsibility and obligation to protect all children. CPS clients have a tremendous amount of privacy because they are children. Some children have medical issues and some are Tribal children. All agencies are committed to upholding all privacy rights when information held by CPS is shared with other agencies.

## Assembly Bill 2083

This sharing of information has now been mandated by the state of California to streamline the process of securing all available resources. Assembly Bill 2083 was passed and signed into California Law in December of 2019. It requires each county CPS department to change the way they interact with other agencies to provide protection from abuse for all children. The Bill mandates each county to create an MOU to be in place by July of 2020. The MOU requires that several different agencies have access to information about children being served by CPS without violating their privacy rights.

The State has offered education programs to support the implementation of the Bill, including:

- “AB 2083: Children and Youth, California Welfare Director’s Association Conference”<sup>v</sup>
- “AB 2083: CHILDREN AND YOUTH SYSTEM OF CARE Legislative Report, January 2023.”<sup>vi</sup>

These and other offerings were designed to help counties put their MOU in place and support the intent of the bill. Interviews with various departments could not confirm if anyone from CPS had attended these conferences, which were also offered online.

## CPS Policies and Procedures outdated and not followed.

Information was requested by the GJ to determine how Child Protective Services (CPS) functions and how information is used to make decisions, including all rules and regulations and state law. When information was not received within ten working days (required by California Law) the information was subpoenaed<sup>vii</sup>. The following conclusions were determined by the Grand Jury (GJ) from the CPS responses to the subpoena:

- There is no information in the CPS Policies/Procedures manual identifying the date the Policy and Procedures manual was signed by the Director of the department.
- The manual contains approximately 22 documents, most dated from 2007 to 2019; four documents have been put into the manual since the GJ started its investigation of CPS.
- There is no Index or Table of Contents in the Policies/Procedures manual.
- Items not considered Policies such as Response Plans and Memoranda are found in the manual.
- There is no Policy/Procedure for keeping the manual updated.

- The first meeting to set up the mandated Memorandum of Understanding (MOU) per AB 2083 (passed in 2019) was not held until February 2024, a year after the MOU was put in place in Plumas County and 3 months after the GJ started its investigation of CPS.
- There is no reference in the policy and procedures manual about AB 2083 or the Memorandum of Understanding signed in 2023.
- There has been no education or training concerning the Memorandum of Understanding.
- There have been discussions about AB 2083 and the Memorandum of Understanding at staff meetings which the Director of Social Services did not attend.
- Employee's names are sometimes used in a P/P, rather than a title or job description.

## Suspected Child Abuse Report process not followed

A Suspected Child Abuse Report (SCAR) is many times the way in which a child is introduced to CPS. Anyone can send a SCAR to CPS, but most times they are turned into CPS by someone who has daily contact with the child such as by a designated mandated reporter<sup>viii</sup> at their workplace, or by employees of an agency that is part of the MOU. There does not appear to be any process in place at CPS to report back to the person who turns in a SCAR, even though the MOU would allow it. There have been incidents where the SCAR indicated that a crime might have been committed against a child, yet it was not forwarded to the Plumas County Sheriff's Office. This is extremely important as there have been cases where criminal charges were later brought against the people reported in the SCAR, and if the Sheriff's Office is not notified in a timely manner, it might hinder an investigation. In other instances, pictures of physical abuse have been documented in the SCAR, yet it was never sent to the Sheriff's office. In these cases, the Sheriff's Office received the SCAR only after making a request for it after receiving other relevant information.

An older Policy (Emergency Response Services March 14, 2007) has a procedures page with a check-off box that states that SCARS will be forwarded to the Sheriff's Office. A more recent Memorandum (February 29, 2024) also states SCARS will be forwarded to the Sheriff's Office. However, within 14 days of this Memorandum being placed in the P/P manual there was at least one SCAR not forwarded to the Sheriff's Office where a child was put in extreme danger. After the Sheriff's Office requested the SCAR the District Attorney's office informed the CPS department that criminal charges were being placed against the person mentioned in the SCAR. However, the overseeing agency, Social Services continued to state that "all SCARs are not forwarded to the Sheriff's Office", and referred to examples of information found in SCARs that would not prompt a referral to law enforcement. The criterion for forwarding a SCAR to the Sheriff's office remains unclear.

## CPS Reports to the Public not updated

The Social Services Department has a website<sup>ix</sup> where its report to the Board of Supervisors and the public are posted. There is a statement written in 2016 describing a quarterly report of social services trends.

- “Quarter Ending: March 31, 2016” “Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and members of the public”.

After the GJ pointed out that the website was out of date by 7 years it now includes the updated statement.

- “Semi-Annual Ending: June 30, 2023” “Social Services Trends is a semi-annual report to the Plumas County Board of Supervisors and members of the public.

There is no report from March 2016 to June 2023 that the GJ was able to find at the Website or mentioned in any Board of Supervisors (BOS) open meetings, on how the department was functioning. When the GJ last looked at the Website the most recent report June 2023 does not meet the “Semi-annual” definition since there is no report for January 2024 and as of May 2024 the report is 5 months past due.

## CPS Staffing shortage

There has been a shortage of staffing throughout the county including CPS. The Director of CPS discussed this with the BOS during his closed session evaluation process. However, the GJ could not find any information where it was discussed at any public BOS meetings. There is also nothing in the June 2023 report indicating that CPS is not able to provide services due to staff shortages or financial department needs. Also, no interviewee from CPS stated that lack of manpower or finances were a significant problem at the department.

## In conclusion

CPS has been negligent in implementing AB2083 which allows them to share information about CPS clients with many agencies while guaranteeing the privacy rights of the children. This lack of transparency serves to raise questions as to why. It also leaves children at risk when law enforcement does not know a possible crime has been committed against a child.

## Findings

- F1. The CPS Policies and Procedures do not include concise and usable information leaving staff little direction how to perform their job duties.
- F2. There are no Policies/Procedures on training or education of CPS Staff Members.
- F3. CPS does not follow what is outlined in policy leaving the manual with no value.
- F4. The Policies/Procedures manual does not have any Policy/Procedure on the specific handling of SCARS.
- F5. The Director of Social Services is not involved with the CPS department leaving them with little oversight and guidance.

## Recommendations

- R1. The Grand Jury recommends that the CPS policy manual be completely reviewed and rewritten including an Index, Table of Contents and be electronically available by June 2025.
- R2. The Grand Jury recommends that the CAO review the administrative structure of the Department of Social Services to assure adequate supervision is provided by December 2024.
- R3. The Grand Jury recommends that the website include a complete report to the BOS and the public on the status of CPS by October 2024.
- R4. The Grand Jury recommends that the MOU currently in place with other agencies be followed as written.

## Request for Response

Pursuant to Penal Code 933 and 933.05, the Civil Grand Jury requests responses as follows:

From the Plumas County Board of Supervisors within 90 days:

Recommendations 1, 3, 4.

## Endnotes

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<sup>i</sup>[https://digitaldemocracy.calmatters.org/bills/ca\\_201720180ab2083](https://digitaldemocracy.calmatters.org/bills/ca_201720180ab2083)

<sup>ii</sup><https://www.plumascounty.us/239/Children-Family-Services>

<sup>iii</sup> Plumas County Memorandum of Understanding.

<sup>iv</sup> <https://www.childwelfare.gov/resources/definitions-child-abuse-and-neglect-california/>

<sup>v</sup> [https://www.cwda.org/sites/main/files/file-attachments/ab\\_2083\\_toward\\_effective\\_children\\_and\\_youth\\_system\\_of\\_care\\_1.45pm\\_draft3.pdf?1604511094#:~:text=Assembly%20Bill%202083%20\(Chapter%20815%2C%20Statutes%20of,foster%20care%20who%20have%20experienced%20severe%20trauma.](https://www.cwda.org/sites/main/files/file-attachments/ab_2083_toward_effective_children_and_youth_system_of_care_1.45pm_draft3.pdf?1604511094#:~:text=Assembly%20Bill%202083%20(Chapter%20815%2C%20Statutes%20of,foster%20care%20who%20have%20experienced%20severe%20trauma.)

<sup>vi</sup> <https://www.chhs.ca.gov/wp-content/uploads/2023/02/AB-2083-Multiyear-Plan-for-Increasing-Capacity.pdf>

<sup>vii</sup> Subpoena

<sup>viii</sup> <https://www.plumascounty.us/239/Children-Family-Services>

<sup>ix</sup> <https://www.plumascounty.us/94/Social-Services>

# The Many Faces of Plumas County Recycling

(California Redemption Value (CRV), Organic Waste and Inorganic Waste)

## Summary

In the last few years there has been a reduction of CRV recycling centers in Plumas County for a number of reasons. Some private recycling centers have closed their doors, in one case the owner-operator passed away and the business was shut down. Reduced prices for CRV plastics have caused a glut of the material reducing the demand so many private recyclers have called it quits. Some stores refuse to take large quantities of bottles or cans putting the burden on the consumer to find a location that will take their CRV material. During the Plumas County Grand Jury (GJ) investigation into understanding more about CRV recycling we found the following:

- 1) It is not economical for many Plumas County citizens to drive to CRV redemption centers to receive the deposits for their bottles or cans. Many residents live outside the town or city limits.
- 2) There is a lack of readily available information about CRV, organic waste policies and inorganic waste being addressed and mandated by the California Senate on the Plumas County website.

This Grand Jury report addresses issues about recycling in Plumas County CRV, organic waste and inorganic waste.

## Background

Questions were raised about California Redemption Value (CRV) recycling in Plumas County. Where can you go to redeem your CRV materials, why are some areas offering recycle bins to collect CRV and what actually happens to that CRV material? During our investigation into CRV recycling the Grand Jury discovered that there is a bigger issue regarding recycling in Plumas County and California in general.

## Methodology

The Grand Jury interviewed businesses that are currently handling waste products in Plumas County.<sup>i</sup>

We accumulated information about local businesses that handle CRV material, organic waste and inorganic waste products.<sup>ii</sup>

The Grand Jury also interviewed a member of Public Works department for Plumas County who informed us about California Senate Bill (SB) 1383.<sup>iii</sup>

Other research was done online and websites were visited<sup>iv</sup> and documents were procured for review.<sup>v</sup>

## Discussion

CRV can be bottles, aluminum cans, aluminum scraps, copper wire, etc., to see where you can redeem CRV bottles and cans (see endnotes).<sup>vi</sup>

Other forms of recycling include organic material and inorganic material.

Organic waste is bio-degradable material that comes from plants or animals. It also can be food-stained paper or food soiled paper. Potato peels, grass clippings, pine needles and left over foods such as chicken bones and meat scraps are also organic waste. Some organic waste is currently recovered by local organizations.<sup>vii</sup>

Inorganic waste can be Tires, Mattresses, Paint, Electronics, etc., which are sometimes handled when Plumas County receives grants to offer removal of these items. Occasionally, some local businesses will accept these items too.<sup>viii</sup>

CRV is removed from Plumas County and transported to Nevada and Sacramento where it is separated at Material Recovery Facilities (MRF)'s the dirty material go into landfills and the clean material is recycled.<sup>ix</sup> Due to the small number of Plumas County residents, it is not cost effective to separate CRV in Plumas County. Plumas County has an exemption because its population is less than 70,000 which allows material to be taken elsewhere to be sorted or disposed.<sup>x</sup>

## Legislation that may affect Plumas County Residents

The State of California has enacted Senate Bill (SB 1383) the goal was to reduce landfill organic waste by 75% by 2025 (from the 2014 levels). It's estimated that 20 million tons will be diverted from landfills. The legislation aims to help reduce greenhouse gases and potentially recover as much as 20% of edible food that can be redirected to charitable organizations.<sup>xi</sup> SB 1383 has a

number of implications for both private and governmental agencies. Household residences are expected to participate in SB 1383 as well.

Assembly Bill 2902 (AB 2902) was created to address the Senate Bill 1383. AB 2902 requests exemptions for counties with less than 70,000 residents. Those counties currently have an exemption from SB 1383 until January 1st, 2027. There are 19 counties that have an exemption, combined they produce less than 5% of all organic waste in California. The Proposed Assembly bill 2902 will provide further exemptions but mainly address curbside pickup while other requirements will still apply.<sup>xi</sup>

Supermarkets, food distributors, restaurants, hotels, health stores, large venues etc. are examples of “Food Generators”. Food generators are expected to distribute left over edible food from grocery stores, restaurants and hotels etc. to food recovery organizations. They are also expected to distribute non-edible organic material that is usable as animal feed.

## Findings

- F1. There are too few CRV recycling locations in Plumas County making it difficult for citizens to easily redeem CRV bottles and cans.
- F2. There is a lack of readily available information about CRV, organic waste and in-organic waste policies being addressed and mandated by the California Senate on the Plumas County website.

## Recommendations

- R1. The Grand Jury recommends that the Plumas County Public Works should update their website to include more information about how and where CRV recycling is done by Dec. 31, 2024.
- R2. The Grand Jury recommends that the Plumas County Public Works website should provide information about proposed changes in recycling laws SB 1383 and AB 2902 by Dec. 31, 2024.

## Endnotes

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<sup>i</sup> Plumas County Department of public works administrative personnel; Intermountain Disposal administrative personnel.

<sup>ii</sup> Plumas County Department of public works administrative personnel; Intermountain Disposal administrative personnel.

<sup>iii</sup> Plumas County Department of public works administrative personnel; Intermountain Disposal administrative personnel.

<sup>iv</sup> Little Hoover Commission <https://www.lhc.ca.gov>; California recycle Home page found at [calrecycle.ca.gov](https://calrecycle.ca.gov); Rural county representatives of California found at <https://www.rcrcnet.org>; Intermountain disposal found at <https://www.intermountaindisposal.com>; Waste management found at <https://www.wm.com>; Plumas county department of public works found at <https://www.plumascounty.us/92/Public-Works>; Plumas county department of environmental health found at <https://www.plumascounty.us/174/Environmental-Health>; Plumas county news found at <https://www.plumasnews.com/plumas-residentsexempt-From-food-recycling-for-now/>

<sup>v</sup>Senate bill 1383 approved by governor on 9/19/2016 filed with Secretary of State 9/19/2016; Assembly bill 2902 introduced 2/15/24, currently in assembly appropriations Committee 5/1/2024; Assembly bill 2902 letter of support by Plumas County board of supervisors approved 4/2/2024; Feather River disposal contract with Plumas County in 2017 for 10-year duration; Intermountain disposal contract with Plumas County in 2017 for 10-year duration; Plumas County code Chapter 14 of title 6, ordinance #23-1147, Adopted 4/18/23; Resolution #21-8642 Plumas County exemption from requirements of mandated Organic collection services 12/7/2021; Cal Recycle SB 1383 waiver approval letter approved 1/1/2022; Senate bill 1383 found at <https://www.ww2.arc.ca.gov>; Assembly bill 2902 found at <https://www.ww2.arc.ca.gov>

<sup>vi</sup> Greenville Transfer Station, Quincy Redemption Center, Safeway.

<sup>vii</sup> Food recovery organizations in Plumas County; Greenville food bank; CAN-community assistance network; Plumas crisis center; Portola resource center.

<sup>viii</sup> Plumas County Department of public works administrative personnel; Intermountain Disposal administrative personnel.

<sup>ix</sup> Plumas County Department of public works administrative personnel; Intermountain Disposal administrative personnel.

<sup>x</sup> Plumas County Department of public works administrative personnel; Intermountain Disposal administrative personnel.

<sup>xi</sup>Senate bill 1383 went into effect 1-1-22.

<sup>xii</sup>Assembly bill 2902 introduced 2-15-24 currently in Assembly Appropriation committee 5/1/24.