Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

AGENDA FOR REGULAR MEETING
JUNE 3, 2025, TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

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 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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 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

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

A. Receive a presentation from the Fire Safe Council on Plumas County Firewise Community programs and pre-fire activities.

1. UPDATES AND REPORTS

A. ENGIE PROJECT UPDATE
Brief Update On Project

B. US FOREST SERVICE
Report and update.

C. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and efforts.

D. 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.

E. FINANCIAL/AUDIT REPORT
Report from County Departments regarding the County's Financial and audit status.

F. FAIR

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. SHERIFF'S OFFICE

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Peak Medical, PC, to provide and coordinate medical care services for inmates at Plumas County Jail; effective July 1, 2025; not to exceed $369,120.00; (General Fund Impact) as requested in recommended FY25/26 budget 70380 / 521900 (JAIL / PROFESSIONAL SERVICES); approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Guardian RFID, to provide software for inmate management, monitoring, and tracking solutions; effective July 1, 2025; not to exceed $60,000.00; (No General Fund Impact) Funds will be transferred from 7030858 / 58000 (RE-ENTRY GRANT / TRANSFER OUT) to 70380 / 48000 JAIL / TRANSFER IN); approved as to form by County Counsel.

B. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Board Chair to waive rental fees for the Almanor Rec Center for 6th grade graduation party on Thursday, June 12, 2025.

2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Griffin Certified for fuel terminal inspection, maintenance, and repair services at the county's 3 airports; effective July 1, 2025; not to exceed $15,000; (No General Fund Impact) Funding for this contract is paid with Airport revenue; approved as to form by County Counsel.

C. COUNTY COUNSEL

1) Approve and authorize County Counsel's Office to recruit and fill, funded and allocated, vacant one (1) FTE Deputy County Counsel I/II/III due to promotion; (General Fund Impact) as approved in (FY24/25) budget.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and CalMHSA and the Department of State Hospitals, replacing the current agreement, written explanation of an additional 25 hospital beds for placement procedures and a rate increase; effective July 1, 2025; (No General Fund Impact) State Realignment Funds; approved as to form by County Counsel.

E. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and April Bay, PH.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $ 30,000.00; (No General Fund Impact) Funding for this expense comes from the Department’s allocation of 2011 Realignment for Children’s Protective Services; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Regina Marshall, PH.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $30,000.00; (No General Fund Impact) Funding for this expense comes from the Department’s allocation of 2011 Realignment for Children’s Protective Services; approved as to form by County Counsel.

3) Approve and authorize Fixed Asset transfer of a 2016 Toyota Highlander from Social Services (70590) to Assessor (20060); approved by Auditor/Controller. **Four/Fifths roll call vote**

4) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Extra Help Program Manager position for more than 90 calendar days; (No General Fund Impact) Funds are state funds, federal pass-thru dollars and county realignment dollars.

F. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th, 2025.

2) Approve and authorize Chair to sign the Local Planning Council's (LPCs) Plumas Counties Zip Code Priorities.

3) Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on August 5, 2025

G. PROBATION

1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation Department and Plumas County Library Department for juvenile literacy programs; effective May 1st, 2025; not to exceed $4,900.00; No General Fund Impact, MOU to be paid for out of JJCPA State grant (20402); approved as to form by County Counsel.

H. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in May 2025, as submitted.

I. PUBLIC WORKS/ROAD

1) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker I,II in the Quincy District; No General Fund Impact; Road funds.

J. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to sign an agreement between Plumas County Public Health agency and Chico State Enterprises for Registered Dietitian services; effective 7/1/2025 and ends 6/30/2029; not to exceed $42,800.00; (No General Fund Impact) (Senior Nutrition); approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Michael Staszel, D.O., P.A., related to Ryan White PartC program; effective April 1, 2025; not to exceed $22,500.00; (No General Fund Impact) (RWPARTC); approved as to form by County Counsel.

3) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant position in the administrative series, 1.00 FTE Administrative Assistant I/II, Office Assistant I/II/III, Fiscal Technical Services Assistant I/II/III; (No General Fund Impact) (Realignment).

3. DEPARTMENTAL MATTERS

A. AUDITOR-CONTROLLER - Martee Nieman

1) Approve and authorize supplemental budget transfer(s) of 1,180,300.00 from 20140/48001 (Transfer-In1) to 20140/529350 (Interest on Loan, 20140/529506 (Principal on Loan), and 20031/583180 (Contributions Transfer Debt Service) to cover the over-budget costs associated with the first debt service payment on solar and HVAC Engie Project; (General Fund Impact); FY2024/2025 budget to pay principal and interest payments weren't established as bond issuance was completed after adopting the budget. A delay in these payments would cause a default on bond issuance, approved by Auditor/Controller. **Four/Fifths roll call vote**

B. FAIR - John Steffanic

1) Review and approve Outdoor Music Festival Permits for Sunset Campout-June 20-23, 2025, and Priceless Festival-July 10-13, 2025, in Belden, CA

C. TREASURER-TAX COLLECTOR - Julie White

1) Adopt **RESOLUTION** Renewing Delegation of Authority to the Treasurer to invest County funds and funds of other depositors for calendar year 2025; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

D. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Plumas County Sheriff's Office to pay Got Power, a non-contract invoice in the amount of $1,356.70 for labor and parts associated with replacing the batteries for the emergency battery backup for the IT room at the Sheriff's Office; (Non General Fund Impact) use of budget line item 70331 / 524400 (AB443 / SPECIAL DEPT EXPENSE); discussion and possible action.

E. PLANNING - Tracey Ferguson

1) **11:00AM PUBLIC HEARING.** Introduce and waive the first reading of an ORDINANCE, adding Chapter 9.5 Local Responsibility Area Fire Hazard Severity Zones to Plumas County Code Title 9 Planning and Zoning; approved as to form by County Counsel; **Roll call vote**

F. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize supplemental budget transfer(s) of ($150,000.00) from (Cash-Reserve #10147) to (Cash-Balance #10100) to cover the over-budget costs (change in billing systems); approved by Auditor/Controller. **Four/Fifths roll call vote**
2) Approve and authorize supplemental budget transfer(s) of ($550,000.00) from Mental Health #70570 (10100 cash-Balance) to (Professional Services #521900) to cover the over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**
3) Approve and authorize supplemental budget transfer(s) of ($263,072.91) from Mental Health Services Act #70571 (10100 cash-Balance) to (Special Grant Exp# 524173) to cover the unanticipated costs (MHSA Innovation Fund Reversion); approved by Auditor/Controller. **Four/Fifths roll call vote**

G. PUBLIC WORKS/ROAD – Rob Thorman

1) Adopt **RESOLUTION** Adopting A List of Projects for Fiscal Year 2025-26 Funded by SB 1; (No General Fund Impact); approved as to form by County Counsel. Adopt the Senate Bill 1 Proposed Project List for FY 25/26 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC); discussion and possible action. **Roll call vote**

H. PUBLIC HEALTH AGENCY - Nicole Reinert

1) Approve and authorize a supplemental budget increase of $84,805.05 for the Public Health Agency budget unit 70566, to receive carryover funds unspent in FY22/23; approved by Auditor/Controller. **Four/Fifths roll call vote**
2) Approve and authorize a supplemental budget increase of $31,443.41 for the Public Health Agency budget unit 70561, to receive carryover funds unspent in FY23/24; approved by Auditor/Controller. **Four/Fifths roll call vote**
3) Approve and authorize Plumas County Public Health Agency to pay Nick's Heating and Refrigeration Inc. a non-contract invoice in the amount of $2,041.03 for emergency repairs at the Chester Senior Nutrition site; (No General Fund Impact) (Senior Nutrition 20830/520900); discussion and possible action.

I. FACILITIES - Nick Collin

1) Approve and authorize Chair to sign amendment no 1 to agreement between Plumas County Facility Services and PacStates Communications of Nevada Inc.; (General Fund Impact) not to exceed $42,167.91 Capitol Improvement Project Funds 2012054/540110; approved as to form by County Counsel.

J. HUMAN RESOURCES - Joshua Mizrahi

1) Request to review and approve proposal for County Wide salary study; proposed work to be completed by December 2025; not to exceed $154,000.00; (General Fund Impact) as requested in (FY24/25) budget (HR 20035 / Professional Services 521900); discussion and possible action.

4. BOARD OF SUPERVISORS

A. CORRESPONDENCE AND WEEKLY REPORTS BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (3 cases)

B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBY-600203/TIBV-600257)

D. Conference with Real Property Negotiators pursuant to Section 54956.8
Property: 527 Bell Lane, Quincy, CA 95971 (APN# 117-021-001)
Negotiating Party: Plumas District Hospital
Under negotiation: Instructions Concerning Price

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Friday, June 6, 2025, Special Meeting, Greenville High School Library, Greenville, California

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Mimi Hall, Supervisor - District 4, Vice-Chair**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Receive a presentation from the Fire Safe Council on Plumas County Firewise Community programs and pre-fire activities.**

Recommendation:
Receive a presentation from the Fire Safe Council on Plumas County Firewise Community programs and pre-fire activities.

Background and Discussion:
See attached PowerPoint Presentation.

Action:

Receive a presentation from the Fire Safe Council on Plumas County Firewise Community programs and pre-fire activities.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:
1. FirewiseBOSpresentation 1pageSummary
2. FIREWISEPRESENTATIONtoBOS06032025

Mission

To reduce the loss of natural and human made resources caused by wildfire through Firewise community programs and pre-fire activities.

Structure = Umbrella Non-Profit Organization
Revenue = 30% Federal + 70% State and Foundation

Programs

Hazardous Fuels Reduction on Public + Private Lands
Senior/Disabled - 263 homes clearing up to 100 feet from residence
Chipping - 285 residences
Plumas Under Burn Cooperative
Firewise Communities- 30 throughout the county

PLUMAS COUNTY FIREWISE

Firewise started at Lake Almanor and Graeagle in 2010
Nine communities in 2017 grew to Thirty communities in 2024
Huge increase in volunteer hours + dollars spent to harden homes → $5,805,000 in 2024

	Red Clover Creek	Genesee Woods	Taylorsville	Seneca	Hamilton Branch/ East Shore Almanor (HBES)
Dwelling Units	16	20	88	11	700
Number of Residents	16	35	140	11	683
Topography	Rocky	Meadow	Flat	Steep	Flat Valley
	Gentle Slope	Some Hillside	Meadow	Canyons	Rimmed with hills
	397 acres	160 acres	600 acres	800+ acres	700 acres

Summary of Community Assessments

90% homes have need annual gutter cleaning and raking (Genesee/Taylorsville)
50% homes have tree density ladder fuels in 5-30 foot & 30–100-foot zones (Genesee/Taylorsville, Seneca/HBES)
50% homes need tree thinning in 30-to-100-foot zone (Genesee/Taylorsville)
50% ownership is non-resident, seasonal and vacation rentals (Seneca/HBES)

Past Activities

Thinning of trees from home to property line
Utilized Fire Safe Council Chipping Program
Removal of leaf litter pine needles

Activities planned for 2025.

Continued use of under burn strategy (use Fire Safe Council Under Burn Program)
Added thinning efforts with pile burning and chipping (use Fire Safe Council Chipping Program)
Continued education and outreach for home hardening

2024 National Fire Protection Agency Certification

	Volunteer Hours	$$ Equipment, Landscape Hardening
Genesee Woods	850	$ 38,530
Red Clover Creek	1,100	$104,580
Taylorsville	3,000	$ 87,780
Seneca + HBES	5,925	$380,238

PLUMAS COUNTY FireSafe COUNCIL

Mission

To reduce the loss of natural and human made resources caused by wildfire through Firewise community programs and pre-fire activities.

Structure = Umbrella Non-Profit Organization

Revenue = 30% Federal + 70% State and Foundation

Programs

1. Hazardous Fuels Reduction on Public + Private Lands
2. Senior/Disabled → 263 homes clearing up to 100 feet from home
3. Chipping → 285 residences
4. Plumas Under Burn Cooperative
5. Firewise Communities→ 30 throughout the county

PLUMAS COUNTY FIREWISE

- Firewise started at Lake Almanor and Graeagle in 2010

- Nine communities in 2017 grew to Thirty communities in 2024

- Huge increase in volunteer hours + dollars spent to harden homes

- $5,805,000 in 2024

NFPA | FIREWISE USA®

Residents reducing wildfire risks

Genesee + Taylorsville

	Red Clover Creek	Genesee Woods	Taylorsville
Dwelling Units	16	20	88
Number of Residents	16	35	140
Topography	Rocky Gentle Hill Slope 397 acres	Flat, Some Hillside Meadow/Forested 160 acres	Flat Meadow 600 acres

Summary of Community Assessment

- 90% homes have need gutter cleaning and raking
- 50% homes have tree density ladder fuels in 5 to 30 foot and 30 to 100 foot zones
- 50% homes need tree thinning in 30 to 100 foot zone

Past Activities

- Thinning trees from home to property line
- Utilize Fire Safe Council Chipping Program
- Removal of leaf litter pine needles

Activities planned for 2025

- Continued utilization of under burn strategy
- Additional thinning efforts with pile burning and chipping
- Continued education and outreach for home hardening

2024 National Fire Protection Agency Certification

	Volunteer Hours	$$ Equipment, Landscape Hardening
Genesee Woods→	850	$ 38,530
Red Clover Creek→	1,100	$104,580
Taylorsville →	3,000	$ 87,780

UNDERBURNS





PILE BURNING



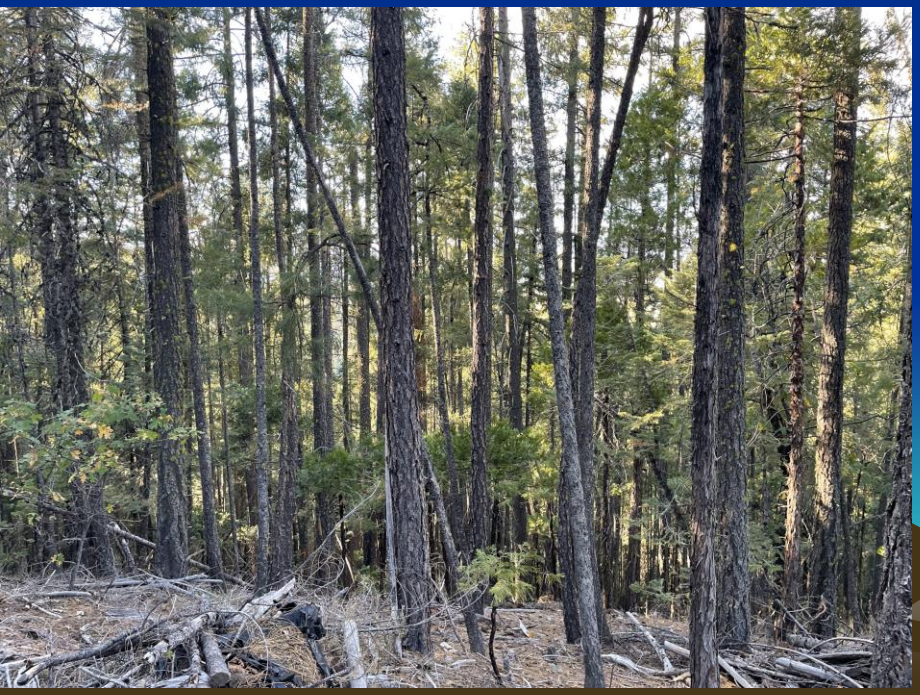




TAYLORSVILLE FUELS REDUCTION









Seneca
Hamilton Branch
East Shore Lake Almanor (HBES)

	Seneca	HBES
Dwelling Units	11	700
Number of Residents	11	683
Topography	Steep canyons	Flat valley surrounded by foothills
	800+ acres	700 acres

Summary of Community Assessment

- Homes have wood/combustible siding and wood decks
- 50% homes have tree canopy close to homes
- 50% ownership is non-resident, seasonal and vacation rentals

Past Activities

- Thinning trees from home to property line
- Utilize Fire Safe Council Chipping Program
- Removal of leaf litter pine needles

Activities Planned for 2025

- Fire Safe Council East Shore
- Thinning/tree removal efforts in 0 to 5 foot and 5 to 30 foot zones
- Schedule home hardening education events

2024 National Fire Protection Agency Certification

Volunteer Hours	$$ Equipment, Contracts, Landscape Hardening
5,925	$380,238








PENINSULA
FIRE RESCUE
Lake Almanor Area
FireWise
Your home doesn't have to burn...
FIREWISE
COMMUNITIES
NFPA
Saving Lives and
Property from Wildfire.
www.firewise.org

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Peak Medical, PC, to provide and coordinate medical care services for inmates at Plumas County Jail; effective July 1, 2025; not to exceed $369,120.00; (General Fund Impact) as requested in recommended FY25/26 budget 70380 / 521900 (JAIL / PROFESSIONAL SERVICES); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Peak Medical, PC, to provide and coordinate medical care services for inmates at Plumas County Jail; effective July 1, 2025; not to exceed $369,120.00; (General Fund Impact) as requested in recommended FY25/26 budget 70380 / 521900 (JAIL / PROFESSIONAL SERVICES); approved as to form by County Counsel.

Background and Discussion:
Contract for Medical Directorto provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Peak Medical, PC, to provide and coordinate medical care services for inmates at Plumas County Jail; effective July 1, 2025; not to exceed $369,120.00; (General Fund Impact) as requested in recommended FY25/26 budget 70380 / 521900 (JAIL / PROFESSIONAL SERVICES); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as requested in recommended FY25/26 budget 70380 / 521900 (JAIL / PROFESSIONAL SERVICES)

Attachments:
1. Peak Medical 2025 FINAL

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 Peak Medical, PC, a Professional 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 Three Hundred Sixty-Nine Thousand, One Hundred Twenty & 00/100 Dollars ($369,120.00).

3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2027, 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

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

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

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: Steve Clark, Jail Commander

Contractor:

Peak Medical, PC
3730 Chandler Road
Quincy, CA 95971
Attention: Joseph Schad

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-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. 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:

Peak Medical, a Professional Corporation

By:_____
Name: Joseph Schad
Title: CEO/CFO/Secretary
Date signed:

COUNTY:

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

By:_____
Name:
Title: Sheriff/Coroner
Date signed:

By:_____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

1. STATEMENT OF WORK AS MEDICAL DIRECTOR

A. INTENT

a. To provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO, the Plumas County Behavioral Health Care Services department which is responsible for providing mental health care to inmates. Also plan to work with and coordinate care with dental, vision, pharmacy, nursing and physician contractors.

b. Intend to satisfy both medical and nursing qualifications for NCCHC certification as stated in Title 15. The Medical Director position would be 75% administrative and 25% clinical.

c. Medical Director will provide secretarial/clerical support for all administrative functions

d. Fee Schedule see Exhibit A

2. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

a. Contract with local medical physicians

i. Provide medical services twenty-four hours a day, seven days a week

ii. Weekly medical rounds at Jail

b. Contract with Nurses

c. Contract with Plumas County Behavioral Health Services

i. Responsible for providing mental health care

d. Contract with Electronic Medical Record (EMR) service provider

e. Prosthesis/Glasses as medically indicated and appropriate

f. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).

g. Ancillary Services. Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.

h. Hospital Care. Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.

i. Contract agreements with Dental

j. Contract agreements with Optometry

k. Contracted Pharmaceutical Vendor to complete the following

   i. Pharmaceutical Policies and procedures in compliance with Title 15

   ii. Generate pharmacy and therapeutic reports monthly

   iii. Formulary implementation

   iv. Consulting services for nursing during business hours

   v. Policy for repackaging medication and delivery of medications

   vi. Develop appropriate training of Correctional Officers, per Title 15, to administer medications when nurse is unavailable

   vii. Policy and procedure for controlled substances

   viii. Policy and procedure for over the counter medications

B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR

a. Administrative Meetings and Reports

   i. Monthly Statistical data collection (in accordance to NCCHC standards) by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.

   ii. Weekly meetings with nursing staff in regards to police quality improvement in accordance to NCCHC standards and Title 15

1. Monitor health care services, investigation of complaints, review of administration practices

2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective

3. Quality measure review of each policy implemented.

4. All meetings will have secretarial documentation with minutes

iii. Monthly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, Mental Health representative

iv. Monthly QI meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.

b. Quality Management

i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans

ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes

1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

c. Medical Licensing, Credentialing, and Privileging

i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.

ii. Develop ongoing monitoring system for maintaining current licensure

d. Job Descriptions

i. Will Develop written job description for medical physicians (in accordance with contracted physicians)

ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)

iii. Will be reviewed on annual basis

e. Staff Development and Training

    i. Develop written staff development and training plan

        1. County Public Health will aid in this process

        2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training

        3. Training programs will be available to Correctional Personnel

f. Medication Administration

    i. Policy and procedures will be monitored will be followed per NCCHC standard

    ii. Standardizing medication administration times so majority of medications can be administered while nursing services are on premises

g. Medical Policies and Procedures

    i. Ongoing monitoring and quality improvement projection related to adherence to policies and procedures per NCCHC standards.

    ii. Peer Review

        1. 10% of sick visits per contracted medical provider (not including Dental and Mental Health) will be peer reviewed yearly.

    iii. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.

    iv. Develop and implement discharge planning policies and procedures

        1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.

        2. Coordination with discharge planning team and monthly meetings.

h. Mental Health Policies and Procedures/Services

    i. Monitor compliance with policies and procedures in accordance with NCCHC standards.

    ii. Implementing ongoing quality improvement studies and projects in accordance with NCCHC standards.

C. MEDICAL OVERSIGHT PROVIDED BY MEDICAL DIRECTOR

a. Oversight of contracted medical services including on call services.

i. Medical quality and Documentation

ii. 10% per year of physician charts will be reviewed for quality measures

b. Oversight of intake visit screening

i. Weekly oversight of Intake screenings performed for all inmates by a licensed registered nurse (RN) or (LVN) at the time of booking.

1. Document abnormal behaviors, state of consciousness, mental status, appearance, and other signs and symptoms, such as profuse sweating or tremors, offenders who are in obvious need of immediate medical attention will be referred for immediate medical care.

D. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

a. Implement Health Appraisal (Wellness Visit). An appraisal will be performed by Medical Director in conjunction with nursing staff. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives. Appraisal to be done within 14days of booking. Timing will be determined by complexity of medical conditions.

i. Develop problem list with active medications

ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy

1. Women Health and Obstetric visits will require local hospital clinic given privacy concerns at correctional facility.

iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.

1. AIDS and Hepatitis treatment will be coordinated through County Public Health

iv. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse

v. Dental problems and referral to dental consult for urgent dental needs

vi. Disabilities that may require accommodation

vii. Appropriate use of controlled substances utilizing medical record, cures report, consultation with previous treating provider, and controlled substance count

viii. Medical examination, including examination of heart, lungs, abdomen, skin, and any other part of the body for which examination would be prudent based on patient specific history, risks, or other clinical indicators

ix. Development and implementation of a comprehensive health services treatment plan based on previously identified problems.

x. Coordinate and make arrangements, as indicated, for outside consultation services

xi. Health maintenance visits as dictated by wellness visit (ex: hypertension, diabetes, etc)

b. Substance Use disorder Treatment program

   i. Implementation of program and Policy Procedure development

      1. Including medication assisted treatment for Opiate Use Disorder

c. Communicable/infectious disease outbreak (for example COVID, chicken pox, lice, or flu outbreak).

   i. Policies, procedures and/or reports and notifications advising treatment plans.

   ii. Reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.

PEAK MEDICAL

JOSEPH SCHAD, DO
3730 Chandler Road Quincy, CA 95971
peakmedicalquincy@gmail.com
(530) 616-5017

EXHIBIT B

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of fifteen thousand three hundred eighty and No/100 Dollars (**$15,380.00**) per month. **Payments to be made to Peak Medical.**

2. Contractor shall be responsible for the cost of secretarial, licensed dietitian, and clerical work.

3. County shall be responsible for electronic medical record service, the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, other contracted services as discussed, and medical supplies as discussed. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.

5. County shall be responsible for the service costs of contracted physicians, nurses, pharmacist, Dentist, optometry, and any specialty medical services needed.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Guardian RFID, to provide software for inmate management, monitoring, and tracking solutions; effective July 1, 2025; not to exceed $60,000.00; (No General Fund Impact) Funds will be transferred from 7030858 / 58000 (RE-ENTRY GRANT / TRANSFER OUT) to 70380 / 48000 JAIL / TRANSFER IN); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Guardian RFID, to provide software for inmate management, monitoring, and tracking solutions; effective July 1, 2025; not to exceed $60,000.00; (No General Fund Impact) Funds will be transferred from 7030858 / 58000 (RE-ENTRY GRANT / TRANSFER OUT) to 70380 / 48000 JAIL / TRANSFER IN); approved as to form by County Counsel.

Background and Discussion:

Contract with Codex Corporation, doing business as Guardian RFID, to provide a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions ("Command Cloud System").

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Guardian RFID, to provide software for inmate management, monitoring, and tracking solutions; effective July 1, 2025; not to exceed $60,000.00; (No General Fund Impact) Funds will be transferred from 7030858 / 58000 (RE-ENTRY GRANT / TRANSFER OUT) to 70380 / 48000 JAIL / TRANSFER IN); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Re-Entry Grant funded. Funds will be transferred from 7030858 / 58000 (RE-ENTRY GRANT / TRANSFER OUT) to 70380 / 48000 (JAIL / TRANSFER IN).

Attachments:

1. Guardian RFID 2025 FINAL

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 Codex Corporation, dba GUARDIAN RFID, a Minnesota Corporation (hereinafter referred to as "Contractor"). Terms defined herein shall have the meaning set forth in this Agreement.

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto. Terms defined in Exhibit A shall have the meaning set forth in Exhibit A.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Addendum B, attached hereto and defined by the attached Exhibit A. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand & 00/100 Dollars ($60,000.00).

3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2028, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement without cause by giving thirty (30) days written notice to the other party. Contractor may terminate this Agreement immediately and discontinue any of its obligations under this agreement by notice to County if County fails to comply with the provisions regarding Contractor's intellectual property rights set forth in the attached Exhibit A in Section 11(a) and 11(b), or the confidentiality provisions of Section 14. County may terminate this Agreement upon thirty (30) days' notice to Contractor if Contractor materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within thirty (30) days and Contractor has begun in good faith to cure such breach, then Contractor shall have an additional period of thirty (30) days to cure such breach.

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 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. Additional warranties by Contractor are set forth in the attached Exhibit A, Section 12.

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.

a. By Contractor. 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 grossly negligent act, error, or omission 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. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL CONTRACTOR'S LIABILITY TO THE COUNTY FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE INSURANCE LIMITS THAT CONTRACTOR HAS IN PLACE AT THE TIME OF EXECUTION OF THIS AGREEMENT.

b. By County. Except to the extent limited by applicable law, the County will defend, indemnify, and hold harmless Contractor and the Authorized GUARDIAN RFID Personnel, as defined in the attached Exhibit A ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorney's fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified

Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the County's use of the Command Cloud System other than as permitted under this Agreement and the attached Exhibit A; and (ii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.

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

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. 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

v. 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 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.

13. Assignment. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. Contractor may assign their rights and obligations set forth herein, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise.

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 and any Exhibits constitute 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 or any attached Exhibit or Addenda, 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 under this Agreement or any attached Exhibit or Addenda, 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 or any attached Exhibit or Addenda 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, Fiscal Officer

Contractor:

GUARDIAN RFID
6900 Wedgwood Rd N #325
Maple Grove, MN 55311
Attention: Ken Dalley, President/CEO

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 necessary, and essential part of this Agreement.

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

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

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

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

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention 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. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit or addenda hereto, the terms of this Agreement shall control, unless otherwise specifically stated herein, and the conflicting term of the exhibit shall be given no effect.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Codex Corporation, dba Guardian RFID, a Minnesota Corporation

By:_____
Name: Ken Dalley
Title: President/CEO
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: Kevin Goss
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:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Additional Terms. See Attached.

EXHIBIT A



COMMAND CLOUD SUBSCRIPTION AGREEMENT

THIS COMMAND CLOUD SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of August 08, 2024 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Plumas County Sheriff's Office, a body corporate and politic under the laws of the state of California ("Customer"), having its principal place of business at 50 Abernathy Lane Quincy, CA 95971.

WHEREAS, GUARDIAN RFID provides a system comprised of hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "Command Cloud System"), and the Customer desires to implement the Command Cloud System by subscribing for the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices and purchasing certain Command Cloud Mobile Device Accessories.

NOW THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms have these definitions:

   (a) "Authorized Customer Personnel" means any Customer Personnel who need to use the Command Cloud System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 14, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.

   (b) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.

   (c) "Command Cloud Subscription Services" means the web-based software as a service product described on Addendum A.

   (d) "Command Cloud Mobile Device" has the meaning in the quote provided in Addendum A.

   (e) "Command Cloud Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the Command Cloud Mobile Device, except that the term expressly excludes the Command Cloud Mobile Device Charging Station.

   (f) "Command Cloud Mobile Device Charging Station" means the charging cradle and cradle power adapter for the Command Cloud Mobile Device.

   (g) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:

      (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or

(iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement.

(h) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement or entered into the Command Cloud System.

(i) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).

(j) "Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).

(k) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.

(l) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).

(m) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.

(n) "Documentation" means all instructions, specifications, and other support materials generally made available to customers relating to the operation and functionality of the Command Cloud Subscription Services as updated from time to time by GUARDIAN RFID.

(o) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.

(p) "Go-Live" or "Goes-Live" means the use of the Command Cloud System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry (e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(q) "Go-Live Date" means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the Command Cloud System Goes-Live.

(r) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.

(s) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.

(t) "GUARDIAN RFID Project Manager" means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).

(u) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.

(v) "Initial Term Fee" means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.

(w) "Initial Term Fee for Year One" means the sum of the fee amounts listed in Addendum A.

(x) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.

(y) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.

(z) "Renewal Fee" means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.

(aa) "Service Level Agreement" means the agreement set forth in Addendum C.

(bb) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 13(c).

(cc) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the Command Cloud System. Third-Party Software specifically does not include the Customer's Third-Party Software.

2. SUBSCRIPTION OF COMMAND CLOUD SUBSCRIPTION SERVICES AND COMMAND CLOUD MOBILE DEVICES

(a) Subscription. GUARDIAN RFID hereby grants to the Customer a right to access and use the Command Cloud Subscription Services and Command Cloud Mobile Devices as indicated in Addendum A, allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the Command Cloud System during the Term of this Agreement. The type of subscription granted—agency or per device—is described in the

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

"Product" column of the quote provided in Addendum A. Agency subscriptions grant access to an unlimited number of Authorized Customer Personnel. Per device subscriptions grant one license per corresponding device purchased. The subscription does not grant the Customer the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the Command Cloud Subscription Services or Command Cloud Mobile Devices.

(b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the Command Cloud System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.

(c) Regulatory Requirements.

(i) Customer represents, warrants, and covenants that it will comply with all laws governing the use of Personal Information (as defined below) or any biometric identifiers or biometric information that apply to the information processed through the Command Cloud System, including without limitation: Tex. Bus. & Com. Code § 503.001 ("CUBI"), the Texas Data Privacy and Security Act ("TDPSA"), the California Consumer Privacy Act of 2018 ("CCPA") CA. Civ. Code §1798.100 – 1798.199.100, and the California Consumer Privacy Rights Act Regulations ("CPRA") 11 CCR §7000 - §7304, collectively ("Data Protection Laws"). Personal Information means: information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household where such information is contained, processed by and/or through GUARDIAN RFID, including "Personal Information", "Biometric Identifier", and "Biometric Information", as those terms are defined under Data Protection Laws.

(ii) Without derogating from the aforesaid Customer shall: (i) providing all notices (including notices at collection and/or signage) as may be required by Data Protection Laws to inform individuals about the processing, such as the collection and storage of Personal Information and purpose and length of term for which the Personal Information is being collected, stored, and used, and their rights provided by Data Protection Laws, including the processing by GUARDIAN RFID and any third parties; (ii) collecting all consents and confirmations and/or opt outs as may be required for collection, processing, storage, disclosure, redisclosure, or otherwise dissemination of Personal Information under Data Protection Laws, including in connection with the facial geometry, gait and/or other biometric identifiers; (iii) retaining Personal Information, including without limitation Biometric Identifiers and/or Biometric Information for no longer than is reasonably necessary to: (1) comply with a court order, statute, or public records retention schedule specified under federal, state, or local law; (2) protect against or prevent actual or potential fraud, criminal activity, claims, security threats, or liability; and (3) serve the purpose for which the Biometric Identifier was collected; (iv) maintaining and publishing data retention and destruction policies for Personal Information, including Biometric Identifiers and Biometric Information meeting with the requirements of Data Protection Laws; (v) deleting or instructing GUARDIAN RFID to delete when required by Data Protection Laws, any Personal information including Biometric Identifiers, and (vi) protecting the Personal Information from unauthorized access or use in accordance with Data Protection Laws, using the reasonable standard of care within the Customer's industry and in a manner that is the same as or more protective than the manner in which the Customer stores, transmits, and protects any other confidential information the Customer possesses; including the adoption of physical, technical and organizational measures.

(iii) Customer shall inform GUARDIAN RFID if they are no longer able to comply with Data Protection Laws in connection with the Personal Information they process. Customer shall be responsible for addressing any legally valid individual requests under Data Protection Laws

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

and shall notify GUARDIAN RFID of such requests. GUARDIAN RFID will reasonably cooperate with Customer to facilitate Customer's response to such requests.

(iv) Customer shall use the Personal Information for the monitoring of movement of inmates within the prison properties for the management of security of the inmates, staff and guests. Unless permitted by applicable laws: Customer shall not (i) use or disclose Biometric Identifiers or Biometric Information in a manner that is materially inconsistent with the terms under which the Biometric Identifier was originally provided without obtaining consent for the new terms of use or disclosure; (ii) sell, lease, trade, or otherwise profit from a person's Biometric Identifier or Biometric Information; or (iii) disclose the biometric identifier to another person for a commercial purpose unless the individual provided consent, or the disclosure is necessary: (1) to comply with applicable law; (2) to comply with a valid warrant or subpoena issued by a court of competent jurisdiction; or (3) to complete a financial transaction or to provide a product or service requested or authorized by individual or the individual's legally authorized representative

(v) Customer agrees to restrict its personnel (including any subcontractor personnel) from accessing or using any Personal Information except for the purpose set forth in Section 2(c)(ii) above.

3. SALE OF HARDWARE

(a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Command Cloud Mobile Device Accessories and any Hardware that is not subject to a subscription.

4. USE OF THIRD-PARTY SOFTWARE

(a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the Command Cloud System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.

(b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

5. RESTRICTIONS ON USAGE

(a) Restrictions on Usage.

(i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of Command Cloud Subscription Services if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.

(ii) The Customer and any Authorized Customer Personnel may not use Command Cloud Subscription Services for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of Command Cloud Subscription Services, other accounts, computer systems, or networks connected to any part of Command Cloud Subscription Services through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through Command Cloud Subscription Services.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate Command Cloud Subscription Services; (B) disassemble, decompile, or reverse engineer the software used to provide Command Cloud Subscription Services, or copy or catalog any materials or information made available through Command Cloud Subscription Services other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair Command Cloud Subscription Services's control or security systems, or allow or assist a third party to do so.

(iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the Command Cloud Subscription Services server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

(a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager will be assigned after contract execution. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for the implementation of the Command Cloud System. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the Command Cloud System.

(b) Command Cloud System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the Command Cloud System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

(c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the Command Cloud System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

(a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the Command Cloud System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the Command Cloud System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the Command Cloud System.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(b) Initial Training. Over the course of no more than 2 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:

(i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the Command Cloud System (the "Complete End-User Training") logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 1 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 2 classes). Each class will have a duration of approximately four (4) hours.

(ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").

(iii) Situations may arise necessitating deviations from standard training protocols in Section 7(b)(i) and 7(b)(ii). Any modifications must be documented in writing and subject to mutual agreement. Modification considerations include a minimum of 2 consecutive days of training, classroom size, and number of trainers on site.

(c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the Command Cloud System or refresh existing Authorized Customer Personnel on best practices in using the Command Cloud System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

8. SUPPORT AND SERVICE LEVELS

(a) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the Command Cloud System and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. In addition, the technical support for Command Cloud Subscription Services does not include support for the Customer's jail management system unrelated to Command Cloud Subscription Services, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.

(b) Service Levels. The expectations for Command Cloud availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C

9. DELIVERY AND ACCEPTANCE

(a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the Command Cloud System at a mutually agreeable time in the project timeline.

(b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.

(c) Command Cloud System Acceptance.

(i) After GUARDIAN RFID provides notice to the Customer that the Command Cloud System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the Command Cloud System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (the "Acceptance Criteria").

(ii) If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the Command Cloud System does not satisfy the Acceptance Criteria (a "Correction Notice").

(iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the Command Cloud System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the Command Cloud System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the Command Cloud System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 12(a)(ii).

10. FEES AND PAYMENT TERMS

(a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum A.

(b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum A and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.

(c) Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the Command Cloud System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.

(d) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, Command Cloud Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the Command Cloud System. In the event of additional purchases of Hardware, the Customer shall acquire such additional Hardware directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware.

(e) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the Command Cloud System for the Command Cloud System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the Command Cloud System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

11. INTELLECTUAL PROPERTY RIGHTS

(a) GUARDIAN RFID Intellectual Property.

(i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the Command Cloud System and Command Cloud Subscription Services, including all worldwide technology and intellectual property and proprietary rights. GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.

(ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.

(iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.

(iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the Command Cloud System and Command Cloud Subscription Services, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the Command Cloud System and Command Cloud Subscription Services, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.

(v) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from the Command Cloud System and Command Cloud Subscription Services, or any materials provided under this Agreement.

(b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.

(c) Customer Information. The Customer retains ownership of all Customer Information.

(d) Inmate Data and Personnel. The Customer owns any inmate management, monitoring, and tracking data collected as part of the Command Cloud System ("Inmate Data") and any Customer' personnel data collected as part of the Command Cloud System ("Customer Personnel Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data and Customer Personnel Data by either running a report on Command Cloud Subscription Services and exporting the Inmate Data and Customer Personnel Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data and Customer Personnel Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data and Customer Personnel Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data and Customer Personnel Data in spreadsheet form.

12. WARRANTIES

(a) Command Cloud Subscription Services and Command Cloud Mobile Devices.

(i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the Command Cloud Subscription Services and Command Cloud Mobile Devices will operate in accordance with and otherwise conform in all material respects to their applicable Documentation.

(ii) In the event of a claim by the Customer under this Command Cloud Subscription Services warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to receive a pro-rated refund of all prepaid subscription fees and terminate the Agreement in accordance with the provisions of Section 17(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 17(d). If the non-conformity which cannot be corrected occurs prior to the time the Command Cloud System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 17(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the Hardware and cease use of the Command Cloud Subscription Services and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(iii) In the event of a claim by the Customer under the Command Cloud Mobiles Devices warranty, GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Command Cloud Mobiles Devices at no additional charge to the Customer. Command Cloud Mobile Devices warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:

(A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or

(B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.

(b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. Hardware consists of all non-Leased items, such as printers, laminators, and other equipment. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(a) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Customer is responsible for shipping to GUARDIAN RFID.

(c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE COMMAND CLOUD SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE COMMAND CLOUD SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. CUSTOMER OBLIGATIONS

(a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.

(b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

(d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.

(e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.

(f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the Command Cloud System that is required for the Command Cloud System to properly function.

(g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the Command Cloud System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.

(h) System Configuration. The Customer will make appropriate subject matter experts available to perform Command Cloud System configuration tasks as assigned.

(i) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the Command Cloud System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the Command Cloud System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

(j) Proper Use of Command Cloud System. Each of the Authorized Customer Personnel must learn proper use of the Command Cloud System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the Command Cloud System by another of the Authorized Customer Personnel who is familiar with the proper use of the Command Cloud System. The Customer acknowledges that the Command Cloud System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the Command Cloud System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 13. The failure by the Customer or the Authorized Customer Personnel to properly use the Command Cloud System or fulfill the obligations of this Section 13 may prevent records logged using the Command Cloud System from being accurate.

(k) Service Levels. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(l) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (https://www.guardianrfid.com). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



https://www.guardianrfid.com

In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively information the public of such information:

> *[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.*
>
> *Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.*
>
> *All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.*
>
> *RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].*

14. CONFIDENTIALITY

(a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:

(i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;

(ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);

(iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;

(iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;

(v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or

(vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 14(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 14(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

(c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.

(d) Confidentiality Remedies. The Receiving Party acknowledges that any breach of the provisions of this Section 14 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 14, and to obtain any other legal or equitable remedies that may be available to it. In the event of any breach by the Receiving Party of this Section 14, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 14, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

15. INTENTIONALL DELETED

16. INTENTIONALLY DELETED.

(a) .

17. TERM AND TERMINATION

(a) Term. The initial term of this Agreement shall begin on July 1, 2025 and extend to the third anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 17(b), this Agreement will be automatically renewed for one (1) additional three-year (3-year) period (the "Extended Term").

(b) Post-Termination Rights and Obligations.

(i) Upon expiration or termination of this Agreement, all rights granted to the Customer under this Agreement for the Command Cloud System will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the Command Cloud System, including Command Cloud Subscription Services and Command Cloud Mobile Devices.

(ii) The following shall survive the expiration or termination of this Agreement:

(A) The provisions of Sections 11 ("Intellectual Property Rights"), 14 ("Confidentiality"), 15 ("Limitation of Liability"), and 16 ("Indemnification");

(B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and

(C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.

18. INTENTIONALLY DELETED

(a)

19. INTENTIONALLY DELETED

20. MISCELLANEOUS

(a) Entire Agreement.. In the event of a conflict between the Sections 1 through 20 of the Agreement and any of its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, the language of Sections 1 through 20 of the Agreement will control. In the event of a conflict between Sections 1 through 20 of this Agreement and the Services Agreement provided by the County, the terms of the Services Agreement shall control, unless otherwise stated and agreed upon.

(b)

(c) Remedies. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(d) Construction. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.

(e) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(f) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

(g) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the Command Cloud System under this Agreement.

(h) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

(i) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.

(j) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the Command Cloud System.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

By: _____
(signature of authorized representative)

Name: Ken Dalley
Title: President / CEO
Date: August 08, 2024

CUSTOMER

By: _____

(signature of authorized representative)

Name: _____
Title: _____
Date: _____

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

ADDENDUM A - Order

Account Name	Plumas County Sheriffs Office (CA)	Created Date	6/6/2024
Quote Number	00009393	Expiration Date	9/30/2024
Created By	Paul Baze		

Product	Product Family	Quantity	Sales Price	Total Price	Warranty
Mission Command™ SE - AWS Level 01 License (1-100 inmates)	Platform	1.00	$5,995.00	$5,995.00	N/A
Operational Intelligence™ Level 01 License (1-100 inmates)	Software	1.00	$1,695.00	$1,695.00	N/A
Academy Unlimited™ Level 01 License (1-100 inmates)	Software	1.00	$1,095.00	$1,095.00	N/A
Mobile Command XR™ for Android™	Software	4.00	$775.00	$3,100.00	N/A
GUARDIAN RFID® SPARTAN 3™ - Subscription	Hardware	4.00	$700.00	$2,800.00	Three-Year
GUARDIAN RFID® Hard Tag™	Hardware	40.00	$20.00	$800.00	Useful Life
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Orange	Hardware	2.00	$675.00	$1,350.00	None
GUARDIAN RFID® Extra-Wide Wristbands (450 / box) - Metal Fastener - Blue	Hardware	1.00	$675.00	$675.00	None
GUARDIAN RFID® Wristband Label Printer (LX600C)w/cutter	Hardware	1.00	$1,700.00	$1,700.00	One-Year
GUARDIAN RFID® Wristband Printer Toner (LX600)	Hardware	1.00	$70.00	$70.00	None
GUARDIAN RFID® Wristband Labels (1600 / roll)	Hardware	1.00	$60.00	$60.00	None
GUARDIAN RFID® Wristband Laminator (4-inch)	Hardware	1.00	$375.00	$375.00	One-Year
GUARDIAN RFID® Extra-Wide Wristband Fastener Crimper	Hardware	1.00	$125.00	$125.00	None
GUARDIAN RFID® Wave Wristband/ID/Key Fob Activator	Hardware	1.00	$325.00	$325.00	One-Year
RFID Desktop Reader (Read/Write) - PR101	Hardware	1.00	$600.00	$600.00	One-Year
GUARDIAN RFID® Officer Key Fob	Hardware	20.00	$5.00	$100.00	None
GUARDIAN RFID® Onsite Training (Days)	Professional Service	2.00	$2,000.00	$4,000.00	N/A
Implementation Services - Level 01 (1-100 Inmates)	Professional Service	1.00	$995.00	$995.00	N/A

Total Price	$25,760.00
Shipping and Handling	$429.00
Grand Total	$26,189.00

* Each subscribed "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™ (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is leased. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of one replacement per GUARDIAN RFID Mobile Device. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be subject to replacement. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request).

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

GUARDIAN RFID

ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Term	Year	Fee Type	Event Occurrence	Amount*
Initial Term	Year 1 – Includes all time from contract execution to the first anniversary of go-live.	**First 25% of Initial Term Fee**	Contract Execution**	**$6,547.25**
		Second 25% of Initial Term Fee	Access to GUARDIAN RFID Mission Command prior to the Go-Live Date**	**$6,547.25**
		Third 25% of Initial Term Fee	Delivery of Hardware**	**$6,547.25**
		Final 25% of Initial Term Fee	Go-Live Date**	**$6,547.25**
	Year 2	**Initial Term Fee for Year Two*****	First-year anniversary of the Go-Live Date	**$14,685.00**
	Year 3	**Initial Term Fee for Year Three*****	Second-year anniversary of the Go-Live Date	**$14,685.00**
Extended Term	Year 4	**Renewal Fee for Extended Term Year One*****	Third-year anniversary of the Go-Live Date	**$14,685.00**
	Year 5	**Renewal Fee for Extended Term Year Two*****	Fourth anniversary of the Go-Live Date	**$14,685.00**
	Year 6	**Renewal Fee for Extended Term Year Three*****	Fifth anniversary of the Go-Live Date	**$14,685.00**
		Modification Fee	Completion of modification to GUARDIAN RFID System necessary to function with a change in configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware after the Effective Date.	**[N/A]**

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

			[No such modifications contemplated as of the Effective Date.]	

* These amounts do not include any taxes.

** In accordance with Section 17(b), termination for convenience by the Customer during the Initial Term will cause any remaining portions of the Initial Term Fee that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID Command Cloud platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

ADDENDUM C

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

(a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID Command Cloud Availability.

(b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.

(c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.

(d) "Downtime" means those minutes during which any portion of GUARDIAN RFID Command Cloud is not available for the Customer's use.

(e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.

(f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID Command Cloud Availability.

(g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID Command Cloud is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.

(h) "GUARDIAN RFID Command Cloud Availability" means that GUARDIAN RFID Command Cloud is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.

(i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.

(j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID Command Cloud to become operational following a Disaster.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

2. GUARDIAN RFID COMMAND CLOUD CLOUD SERVER UPTIME

(a) GUARDIAN RFID Command Cloud Availability.

(i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID Command Cloud Availability of Ninety-nine point five percent (99.5%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID Command Cloud Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.

(i) Calculation. The GUARDIAN RFID Command Cloud Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.

(ii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID Command Cloud only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID Command Cloud requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.

(iii) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.

(iv) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID Command Cloud Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.

(v) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID Command Cloud Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.

(i) GUARDIAN RFID will monitor GUARDIAN RFID Command Cloud Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID Command Cloud Availability-related issues that impact the 99.5% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.

(iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.

(iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:

(A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID Command Cloud Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.

(B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID Command Cloud Availability has been achieved.

(c) Customer Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.

(i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(a) of the Agreement.

(ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

(d) GUARDIAN RFID Command Cloud Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID Command Cloud Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
99.5%	99.5% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is <95%. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

3. GUARDIAN RFID COMMAND CLOUD CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID Command Cloud at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤2 Hours	Prompt, remedial action will be taken.
	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤4 Hours	Prompt, remedial action will be taken.
	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

Customer will contact GUARDIAN RFID in accordance with Section 8(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

(b) Incident Priority. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

** Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID Command Cloud (excluding Internet access or Wi-Fi issues).*

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

ADDENDUM D

STATEMENT OF WORK

None.

©2023 GUARDIAN RFID. All rights reserved. GUARDIAN RFID is a U.S. registered trademark.
Confidential & Proprietary. (Rev. 1/2024)

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Board Chair to waive rental fees for the Almanor Rec Center for 6th grade graduation party on Thursday, June 12, 2025.**

Recommendation:
Approve and authorize Board Chair to waive rental fees for the Almanor Rec Center for 6th grade graduation party on Thursday, June 12, 2025.

Background and Discussion:
Carissa Grimm, a parent of a 6th grader in Chester, respectfully requests the rental fee be waived for use of the Almanor Rec Center on Thursday, June 12, 2025 for a 6th grade graduation party citing that Plumas Unified School District no longer pays for or provides a graduation party for 6th graders.

Action:

Approve and authorize Board Chair to waive rental fees for the Almanor Rec Center for 6th grade graduation party on Thursday, June 12, 2025.

Fiscal Impact:

Loss of $100 to General Fund.

Attachments:
1. Fee Waiver Request - ARC

May 7th, 2025

To whom it may concern,

On behalf of the parents of the Chester Elementary School 6th grade class we are asking if you would be willing to donate the ARPD building for our 6th grade graduation party on June 12th 2025

Unfortunately, this is not a school event as the Plumas Unified School District no longer pays or provides a 6th grade graduation party after graduation. The parents of the class are putting together a well-deserved graduation party, and we are hoping that you would be willing to donate the building to us on Thursday, June 12 2025.

Please let us know if this is possible, we would be so grateful if you could.

Sincerely,

Carissa Grimm

6th grade parent

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Griffin Certified for fuel terminal inspection, maintenance, and repair services at the county's 3 airports; effective July 1, 2025; not to exceed $15,000; (No General Fund Impact) Funding for this contract is paid with Airport revenue; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Griffin Certified for fuel terminal inspection, maintenance, and repair services at the county's 3 airports.

Background and Discussion:
Griffin Certified provides inspection, maintenance, and repair services for the fuel terminals at each of the county's airports.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Griffin Certified for fuel terminal inspection, maintenance, and repair services at the county's 3 airports.

Fiscal Impact:

This contract has no impact on the General Fund. Any invoices generated by this contract are paid fully by revenue from the county's airports.

Attachments:
1. Griffin Certified

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 **Dept. of Facility Services & Airports** (hereinafter referred to as "County"), and **Somapro Enterprises, Inc.**, a California corporation (hereinafter referred to as "Contractor") doing business as **Griffin Certified**.

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 and 00/100** ($15,000).

3. Term. The term of this agreement shall be from **July 1, 2025,** through **June 30, 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.

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

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

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 Contractor or its principals to practice its professions and to perform its duties and

obligations under this Agreement. Contractor represents that it holds current and active licenses as a Class **B – General Building, A – General Engineering, C36 – Plumbing, and C10 - Electrical, issued by the State of California, No. 896340**.

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:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: Facility Services Director

Contractor:

Griffin Certified
2225 Fair Street
Chico CA 95928
Attention: Michah J. Somarriba

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-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. 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:

Somapro Enterprises, Inc. doing business as Griffin Certified

By:_____
Name: Michah J. Somarriba
Title: CEO/CFO/Secretary
Date signed:

COUNTY:

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

By:_____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide fuel terminal on an 'as-needed' basis upon request by Facility Services & Airports.

2. Services contemplated by the parties include, but are not limited to, the following:

    a. Inspection
    b. Repair
    c. Maintenance

3. Prior to any service or repair work being performed, a repair order/estimate describing the work to be performed and its cost shall be submitted for approval and signed by the appropriate authority. All costs which may exceed the estimated amounts shall be submitted for approval prior to continuing work.

EXHIBIT B

Fee Schedule

Standard Wage rates apply for projects under $1,000 in labor costs

- Specialty Tech (Primary Electrical) - $120/hr
- Foreman - $105/hr
- General Laborer - $95/hr

Prevailing Wage rates apply for projects over $1,000 in labor costs

- Specialty Tech (Primary Electrical) - $180/hr
- Foreman - $165/hr
- General Laborer - $150/hr

- Mileage - $1.50/mile
- Parts – cost plus 15%
- Payment shall be Net 30 days after receiving invoice

1. 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 any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.

2. Upon completion of any service requested by the County pursuant to this Agreement, Contractor shall provide monthly a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.

3. The County shall not have any responsibility to make payments to any subcontractor or supplier.

4. 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.

5. 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.

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize County Counsel's Office to recruit and fill, funded and allocated, vacant one (1) FTE Deputy County Counsel I/II/III due to promotion; (General Fund Impact) as approved in (FY24/25) budget.**

Recommendation:
Approve and authorize County Counsel's Office to recruit and fill, funded and allocated, vacant one (1) FTE Deputy County Counsel I/II/III due to promotion; (General Fund Impact) as approved in (FY24/25) budget.

Background and Discussion:
Due to a promotion County Counsel needs to hire another Deputy County Counsel I/II/III.

Action:

Approve and authorize County Counsel's Office to recruit and fill, funded and allocated, vacant one (1) FTE Deputy County Counsel I/II/III due to promotion; (General Fund Impact) as approved in (FY24/25) budget.

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) budget.

Attachments:
1. Deputy County Counsel I (3)
2. Deputy County Counsel II (2)
3. Deputy County Counsel III (1)
4. Current Org (003)
5. REVISED CRITICAL STAFFING QUESTIONS 12-08

DEPUTY COUNTY COUNSEL I

DEFINITION

Under direction, to perform the less difficult professional legal work in the County Counsel's Office; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Deputy County Counsel class series. Incumbents are typically assigned the less difficult and less controversial civil matters. Incumbents may expect to qualify for the next higher level of Deputy County Counsel II when they are regularly assigned more difficult and complex legal work and have completed one (1) year as a Deputy County Counsel I.

REPORTS TO

County Counsel.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

DEPUTY COUNTY COUNSEL I - 2

EXAMPLES OF DUTIES

- Confers with, and advises County Departments on routine legal questions.
- Drafts ordinances, contracts, leases, and resolutions, and other legal measures, submitting them to other Department legal staff for review and discussion.
- Develops recommendations concerning the advisability to prosecute, compromise, or dismiss civil litigation.
- Discusses cases with other legal staff.
- Performs legal research.
- May prosecute and defend legal actions against the County and its subdivisions before all courts and various administrative bodies.
- May investigate claims and potential lawsuits.
- May be delegated to serve as legal counsel and attend meetings of boards and commissions.
- Provides legal support for the Public Guardian Department.
- Dictates briefs and correspondence.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DEPUTY COUNTY COUNSEL I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- California and federal statutes and cases and their application to governmental jurisdictions.
- The principles of Civil, Constitutional, and Administrative Law.
- Legal research methods.

Ability to:

- Analyze facts and apply legal principles and precedents to specific local government problems.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Draft and edit ordinances, contracts, and legal instruments.
- Effectively represent the County Counsel functions in contacts with the public, community organizations, 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.

Active membership in the State Bar of California.

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.

DEPUTY COUNTY COUNSEL II

DEFINITION

Under general direction, to perform professional legal work in the interpretation and application of laws for the County of Plumas and its various subdivisions; to perform legal research and represent the County Counsel's Office in assigned legal proceedings and transactions; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced journey level in the Deputy County Counsel class series. Incumbents are typically assigned a wide range of civil matters and cases. Also, they are expected to complete legal assignments with minimal assistance.

REPORTS TO

County Counsel.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

DEPUTY COUNTY COUNSEL II - 2

EXAMPLES OF DUTIES

- Serves as legal counsel and attends meetings of boards and commissions.
- Performs legal research.
- Investigates claims and potential law suits.
- Drafts and edits ordinances, resolutions, contracts, leases, deeds, and other legal instruments.
- Prosecutes legal action on behalf of, and defends actions against, the County and its subdivisions before all courts and various administrative bodies.
- Confers with and advises officers of County Departments and representatives of special districts on questions pertaining to their respective powers, duties, functions, and obligations.
- Provides legal support for the Public Guardian Department.
- Dictates briefs and correspondence.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DEPUTY COUNTY COUNSEL II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- California and federal statutes and cases and their application to governmental jurisdictions.
- The principles of Civil, Constitutional, and Administrative Law.
- Legal research methods.

Ability to:

- Analyze facts and apply legal principles and precedents to specific local government problems.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Draft and edit ordinances, contracts, and legal instruments.
- Effectively represent the County Counsel functions in contacts with the public, community organizations, 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. A typical way to obtain the required knowledge and abilities would be:

One (1) year of experience in the practice of civil law comparable to that of a Deputy County Counsel I with the County of Plumas.

Special Requirements:

Active membership in the State Bar of California.

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.

DEPUTY COUNTY COUNSEL III

DEFINITION

Under general direction, to perform the more difficult and complex professional legal work in the interpretation and application of laws for the County of Plumas and its various subdivisions; to perform legal research and represent the County Counsel's Office in assigned legal proceedings and transactions; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the Deputy County Counsel class series. Incumbents are assigned the more difficult and complex civil matters and cases, as well as the full scope of legal assignments performed by the County Counsel's Office. They are expected to complete legal assignments with minimal guidance and assistance.

REPORTS TO

County Counsel.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

DEPUTY COUNTY COUNSEL III - 2

EXAMPLES OF DUTIES

- Serves as legal counsel and attends meetings of boards and commissions.
- Performs the more difficult and complex legal research.
- Investigates claims and potential law suits.
- Drafts and edits ordinances, resolutions, contracts, leases, deeds, and other legal instruments.
- Prosecutes legal action on behalf of, and defends actions against, the County and its subdivisions before courts of origin, appellate courts, and various administrative bodies.
- Confers with and advises officers of County Departments and representatives of special districts on questions pertaining to their respective powers, duties, functions, and obligations.
- May have on-going responsibility for serving as legal advisor to a specific County Board or Commission such as LAFCO or the Planning Commission.
- Provides legal support for the Public Guardian Department.
- Dictates briefs and correspondence.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DEPUTY COUNTY COUNSEL III - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- California and federal statutes and codes and their application to governmental jurisdictions.
- The principles of Civil, Constitutional, and Administrative Law.
- Legal research methods.

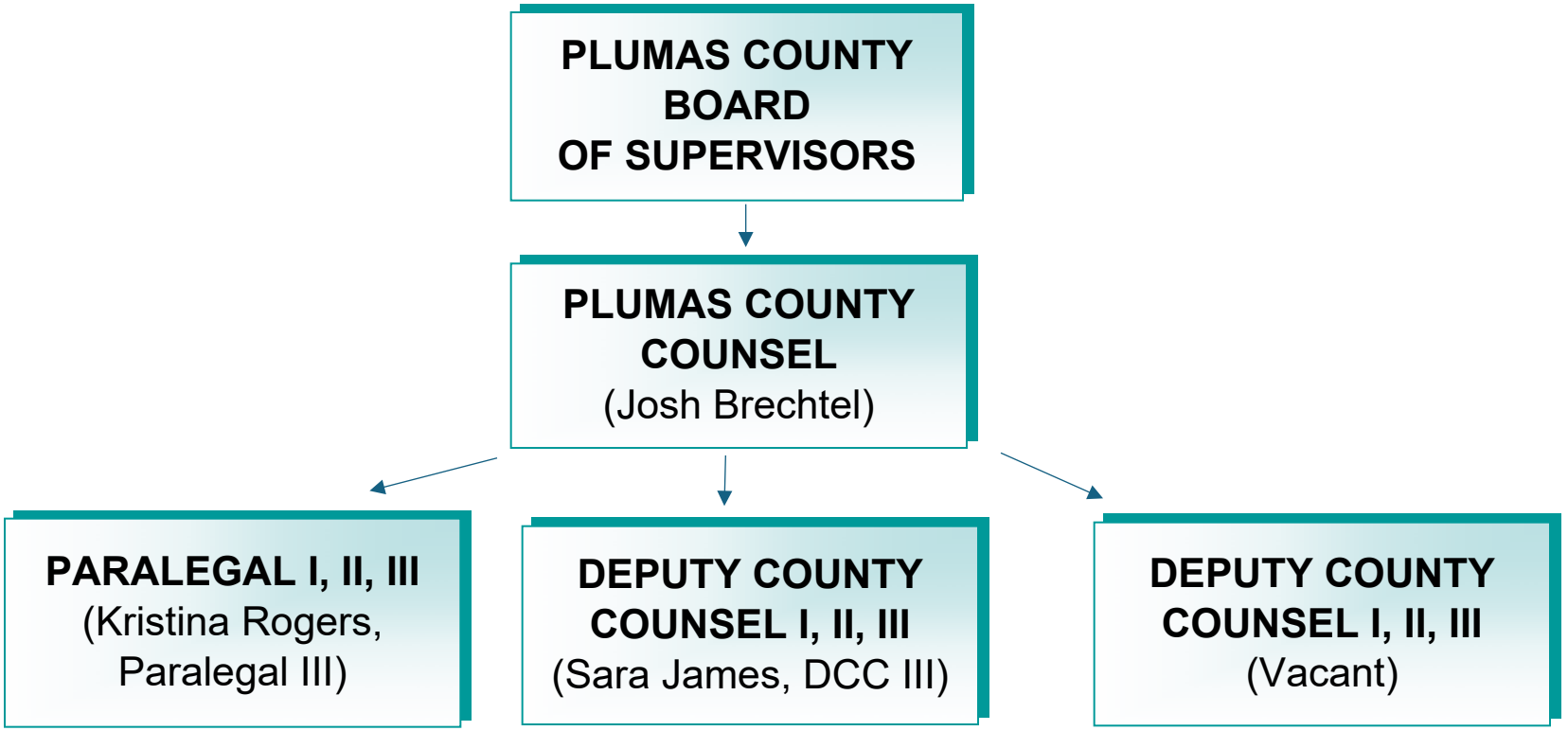
Ability to:

- Analyze facts and apply legal principles and precedents to specific local government problems.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Draft and edit ordinances, contracts, and legal instruments.
- Effectively represent the County Counsel functions in contacts with the public, community organizations, 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. A typical way to obtain the required knowledge and abilities would be:

Four (4) years of experience in the practice of civil law comparable to that of a Deputy County Counsel II with the County of Plumas.

Special Requirements: Active membership in the State Bar of California. Possession of a valid California Driver's License issued by the Department of Motor Vehicles.


PLUMAS COUNTY BOARD OF SUPERVISORS
PLUMAS COUNTY COUNSEL (Josh Brechtel)
PARALEGAL I, II, III (Kristina Rogers, Paralegal III)
DEPUTY COUNTY COUNSEL I, II, III (Sara James, DCC III)
DEPUTY COUNTY COUNSEL I, II, III (Vacant)

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

  The county counsel office deals with a wide variety of significant legal issues, the addition of another licensed attorney would increase the knowledge base and bandwidth in provision of legal services to every sector of the county.

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

  If this position is not filled as soon as possible, we will only have 1 support attorney thereby reducing the amount of time the attorneys will be able to perform civil legal services to other Plumas County Departments, dependent special districts, and to the Board of Supervisors.

- How long has the position been vacant?

  Approximately 2 years.

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

  Our department has enough in the wages budget to cover this additional attorney.

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

  Siskiyou County with a population of 42, 905 has three attorneys that are employed by the County. Sierra and Modoc both have only one attorney in the office, but they are contracted through Prentice-Long, which allows them to draw on additional legal services as needed. Our office does not have that option.

- What core function will be impacted without filling the position prior to July 1? Limitation of the provision of legal services

  If this position is not filled as soon as possible, we will only have 1 support attorney thereby reducing the amount of time the attorneys will be able to perform civil legal services to other Plumas County Departments, dependent special districts, and to the Board of Supervisors.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

The fiscal savings achieved by not filling the position will be outweighed by the less efficient use of attorney time and will slow the delivery of civil legal services to other county departments, dependent special districts, and the Board of Supervisors.

- 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

- 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?

  N/A

- 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?

  Due to the current DCC III being interim, we are still allocated and funded for this position through the end of the fiscal year.

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

  No

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and CalMHSA and the Department of State Hospitals, replacing the current agreement, written explanation of an additional 25 hospital beds for placement procedures and a rate increase; effective July 1, 2025; (No General Fund Impact) State Realingment Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and CalMHSA and the Department of State Hospitals, replacing the current agreement, written explanation of an additional 25 hospital beds for placement procedures and a rate increase; effective July 1, 2025; (No General Fund Impact) State Realingment Funds; approved as to form by County Counsel.

Background and Discussion:
This Memorandum of Understanding is between the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA"), and Plumas County. CalMHSA negotiates the MOU with DSH and serves as a liaison for matters of compliance with MOU terms and conditions. The new agreement contains a bed rate increase and an explanation of placement procedures for the additional 25 state hospital beds.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and CalMHSA and the Department of State Hospitals, replacing the current agreement, written explanation of an additional 25 hospital beds for placement procedures and a rate increase; effective July 1, 2025; (No General Fund Impact) State Realingment Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State Realignment Funds

Attachments:
1. 5617 FINAL

ADMINISTRATIVE SERVICES DIVISION
1215 O Street, Suite 670
Sacramento, CA 95814

County Use of State Hospital Beds
Memorandum of Understanding

California Department of State Hospitals
and
The California Mental Health Services Authority (CalMHSA) and
Participating Counties

I. RECITALS

A. The parties to this Memorandum of Understanding ("MOU") are the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and each participating County which has executed this MOU ("County") as indicated in Exhibit 1.

B. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100. For purposes of this agreement, the applicable facilities are only those identified in Welfare and Institutions Code, section 4100, subd. (a)-(e)

C. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.

D. CalMHSA is a joint powers authority pursuant to Government Code section 6500 et seq. (Joint Exercise of Powers Act) whose members are counties and cities with mental health programs. CalMHSA negotiates the MOU with DSH on behalf of CalMHSA's members and serves as a liaison for matters of compliance with MOU terms and conditions.

E. DSH and CalMHSA agree that DSH beds represent the most restrictive, highest level of psychiatric care and therefore are intended to serve only those individuals whose clinical needs cannot be met in less intensive treatment settings. An LPS Patient's stay at DSH is intended to be temporary, with the length of stay

determined by the psychiatric needs of the individual. The parties agree that Patients should be discharged once they can be safely and appropriately treated in a lower level of care. Individuals with a primary medical diagnosis that is unrelated to the finding of grave disability should not be referred to DSH.

F. The terms and conditions herein remain subject to applicable court orders and statutes.

II. TERMS AND CONDITIONS

A. The term of this MOU is July 1, 2025 through June 30, 2027 ("FY 2025 – 2026, and 2026-2027"). The Intermediate Care Facility, Acute Psychiatric Hospital (APH) and Skilled Nursing Facility (SNF) bed rates agreed upon herein for FY 2025-26 and 2026-27 have an effective date of July 1, 2025, as identified in Exhibit 3. In accordance with the DSH authority outlined in Welfare and Institutions Code, section 4331, subd. (d), and the agreement reached with CalMHSA, implementation of the bed rates identified in Exhibit 3 shall commence July 1, 2025, even if individual counties have yet to fully execute the remainder of this agreement.

B. Admissions for Referred Patient ("Patient")

1. The County Mental Health Director, the County Behavioral Health Director, or their designee (collectively, "County Director") shall, in conjunction with the Public Guardian, as applicable, screen, determine the appropriateness of, and authorize all referrals for admission of Patients to DSH. The County Director shall, at the time of referral and admission, provide admission authorization and bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. This information shall be submitted electronically to the Patient Management Unit (PMU), and shall include a completed Face Sheet, Active Letters & Orders, and any other information as specified in the Bed Allocation Implementation Plan[1].

2. The County shall designate a point-of-contact who shall be empowered by the County to make determinations regarding the prioritization of referrals and serve as a county liaison regarding referrals, waitlist management, and admission coordination, as specified in the Bed Allocation Implementation Plan.

3. Upon receipt of a new referral, PMU will verify that the information provided meets the referral criteria specified in the Bed Allocation Implementation

[1] The Bed Allocation Implementation Plan is being developed by DSH in collaboration with CalMHSA and is hereby incorporated by reference. The implementation plan will be distributed to Counties upon its finalization as well available via SharePoint.

Plan and shall maintain a shared list with each county showing the county's verified referrals.

4. The County Director shall also name a County point-of-contact and provide assistance to the DSH clinical staff, in conjunction with the conservator and/or Public Guardian, in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. The County and DSH mutually agree that the goal is to transition Patients into their least restrictive setting, as clinically appropriate, as quickly as possible, and in alignment with Welfare and Institutions Code 5358. Either party may initiate this process by contacting the other party and the conservator and/or Public Guardian and engaging in collaborative discharge planning with the other party to ensure the patient's treatment needs are met.

C. Description of Provided Hospital Services

1. The DSH defines bed types and uses in accordance with the following California Department of Public Health hospital licensing definitions. These definitions shall apply to the MOU:

   a. Acute Psychiatric Hospital (APH) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including the following basic services: medical, nursing, rehabilitative, pharmacy and dietary services. An acute psychiatric hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

   b. Intermediate Care Facility (ICF) Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.

   c. Skilled Nursing Facility (SNF) Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hour inpatient care and, at a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

2. Provided the LPS Patient is admitted to a DSH hospital, as outlined in Welfare and Institutions Code, section 4100, subd. (a)-(e), DSH shall provide inpatient psychiatric health care and treatment, including outside medical health care

and treatment, ancillary care and treatment, and/or support services, to those persons admitted to DSH by the County or Public Guardian pursuant to Welfare and Institutions Code Section 5008, subdivision (h)(1)(A) (LPS Conservatorships) and/or subdivision (h)(1)(B) (Murphy Conservatorships). All DSH facilities that admit LPS patients shall comply with the responsibilities noted for DSH in this MOU. A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit 2.

3. Upon receipt of appropriate notice, the DSH and the County shall provide or cause to be provided, witness testimony by appropriate mental health professionals in legal proceedings required for the commitment, admission, or treatment of the Patients.

4. The County is responsible for transportation to and from the Hospitals in the following circumstances: court appearances, County-initiated medical appointments or services, and pre-placement visits and discharge to final placements. The County is also responsible for transportation between Hospitals when the County initiates a request for transfer that is approved by DSH. The DSH is responsible for all DSH-initiated transportation between the Hospitals and transportation to and from local medical appointments or services. The reimbursement rates in Exhibit 3, entitled “Statement of Annual Bed Rates,” include reimbursement for transportation that is the responsibility of DSH.

5. Hospitals shall be culturally competent (including sign-language) in staff and resources and the overall milieu to meet the needs of Patients treated pursuant to this MOU.

6. Multi-disciplinary treatment team composition will be provided as set forth in Exhibit 2.

D. Pre-Admission, Admission, and Discharge Procedures

1. Admission will be offered based on bed availability in the manner prescribed by the LPS Bed Allocation Plan (Exhibit 5).

2. DSH shall maintain a list of the county order of admission and will notify counties of upcoming admission slots accordingly.

3. Once PMU notifies a county that there will be a bed available, the County has three (3) business days to inform PMU whether it intends to fill the bed, and which Patient from its verified referral list is the next priority admission. The County shall have no more than fourteen (14) calendar days from the date of the initial notification to provide a completed admission packet, as specified in the Bed Allocation Implementation Plan. If documentation is not received within fourteen (14) calendar days, the available bed will be offered to the next county, consistent with the Bed Allocation Plan (Exhibit 5). As part of the

admission packet, the County shall identify an initial projected length of stay which DSH shall address in Patient's treatment plan and discharge plan. All documentation will be provided to PMU via secure transfer utilizing WorkSpaces, SharePoint, or other successor application, as determined by DSH.

4. Hospital admissions, intra-hospital transfers, inter-hospital transfers, and referrals to outside medical care shall be determined by DSH.

5. All denials of admission by DSH shall be in writing with an explanation for the denial. Denial of admission may be based on the lack of the Patient's admission criteria/information identified in Section F of this MOU, or an inability to provide appropriate treatment based on Patient-specific treatment needs such as if a patient's primary treatment needs are medical. A denial of admission may be appealed as provided in the next paragraph.

6. Appeal Process for Admissions. If the County wishes to appeal a denial of admission, the case may be referred to the DSH Deputy Directors of Clinical Operations and Patient Care Coordination Division within five (5) business days. The DSH Deputy Directors of Clinical Operations and Patient Care Coordination shall discuss the case and shall obtain additional consultation from the County Director. The DSH shall render a final decision within five (5) business days after receiving the documented basis on which the appeal is based.

7. Discharge planning by the County Director, conservator and/or Public Guardian, and Hospital shall begin at admission, as individuals should be placed and receive services in the least restrictive setting appropriate for treatment. However, the estimated length of stay shall not be used as a basis for discharge.

8. The parties acknowledge the shared goal to transition individuals to the lowest level of care upon clinical readiness pursuant to the *Olmstead* decision.

9. The County agrees to share barriers to discharge and discharge planning information with DSH on a regular basis to facilitate timely discharge for patients meeting clinical criteria for discharge.

E. Bed Type Transfers

1. If, for any reason, a County Patient is in a bed that is inappropriate to that Patient's needs, the attending clinician shall develop, in consultation with the Hospital's treatment team, the County (except when the urgency of the Patient's situation precludes such consultation) and the conservator and/or Public Guardian, a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director and the conservator and/or Public

Guardian within forty-eight (48) hours of any urgent transfer. The County or conservator and/or Public Guardian may initiate a treatment team discussion with the attending Hospital clinician at any time the County or conservator and/or Public Guardian asserts that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).

2. The Hospital shall provide the conservator and/or Public Guardian and County's Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.

3. Bed Types Appeals. When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff feels that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Patient Care Coordination within two (2) business days. The DSH Deputy Directors of Clinical Operations and Patient Care Coordination shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, designee or the Public Guardian. The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

F. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient care. Notwithstanding the independence of the Parties, all Patient services should be integrated and coordinated across levels of care for continuity of care.

2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director and conservator and/or Public Guardian of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team

member to function as the primary contact for the County case manager or the case management team.

4. The County Director, in conjunction with the conservator and/or Public Guardian, may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two (2) days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.

5. When an agreement cannot be reached between the County, the conservator and/or Public Guardian and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee, the County Director or designee, and the conservator and/or Public Guardian shall confer for a resolution.

G. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

H. Bed Usage and Availability

1. Pursuant to Welfare & Institutions Code section 4331(a), DSH intends to make available a total of 581 beds for LPS patients at any one point in time. The intention of this bed total is to balance DSH's ability to provide services to LPS patients with DSH's obligations to admit patients committed pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.

2. Consistent with the 2023-24 through 2024-25 MOU Sections H, CalMHSA and DSH agreed to a bed management protocol, informed by a bed allocation framework that considers factors including population, behavioral health population size, and historic bed utilization. This framework guides the allocation of DSH beds among counties and is used to determine the number of beds that may be assigned to each county. The resulting county-specific bed allocations and the associated protocol will be included as a written document agreed to by CalMHSA and DSH (Exhibit 5). Any changes to the protocol must be agreed to in writing by both parties.

3. If DSH intends to change LPS bed rates at the termination of this MOU's term, the following procedure shall apply:

a. No later than May 1 of the preceding fiscal year (i.e., May 1, 2026 for new rates intended to go into effect on July 1, 2027), DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year. DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary cost and utilization information based on the best data possible, including the data compiled pursuant to Section J.2. below, to support the preliminary LPS bed rate.

b. After DSH's preliminary cost utilization notice, the County shall notify DSH through CalMHSA (if represented by CalMHSA), within two (2) months after receiving the data and information described in the preceding paragraph (i.e. by July 1), of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.

c. CalMHSA shall provide DSH with preliminary feedback related to the preliminary cost and utilization information based on the data provided by DSH by July 1 of that year.

d. No later than September 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with responses to the preliminary feedback provided by CalMHSA. The parties shall thereafter collaborate in good faith to resolve the outstanding questions.

e. No later than November 1 of that same fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with a proposed final LPS bed rate cost estimate based on the best data possible applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.

f. By January 1, CalMHSA, or counties not represented by CalMHSA, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning six (6) months from January 1 of that year. These notifications shall not preclude subsequent changes agreed to by both DSH and the county in the contract negotiation process.

g. DSH and CalMHSA shall negotiate in good faith to memorialize a formal agreement between CalMHSA, or counties not represented by CalMHSA, no later than May 15, or forty-six (46) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for.

h. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.

4. A County shall complete Exhibit 1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4) to DSH.

5. Patients under the care of the DSH, referred to outside medical facilities, will remain admitted to DSH unless the County, in conjunction with the conservator and/or Public Guardian, initiates discharge. Upon the completion of a County-initiated discharge, the Patient and all costs become the responsibility of the County.

6. During all offsite leaves, Counties will continue to be charged at the daily bed rate. For all offsite leaves of greater than thirty (30) days, the DSH and the County may, at the request of either party, and in conjunction with the conservator and/or Public Guardian discuss appropriate care options for Patients.

I. Bed Payment

1. The current bed rates are reflected in Exhibit 3.

2. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

3. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C) (1-6, 7 (except for transportation for which a county is responsible), 8-9) by the DSH.

J. Records

1. Patient Records

a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.

b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.

c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.

d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

2. Financial Records

    a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

3. Retention of Records

    a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

K. Inspections and Audits

1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.

2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

L. Notices

1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

Department of State Hospitals

trustoffice@dsh.ca.gov
(916) 654-2201

CalMHSA

Karleen Jakowski, LMFT
Senior Director, Cross County Contracts and Partnerships
managedcare@calmhsa.org
(279) 977-2752

The County has designated the following as its MOU coordinator:

Name: Che Shannon

E-mail: cshannon@pcbh.services

Phone: 530-283-6307

2. The Hospitals shall notify the County and the conservator and/or Public Guardian by telephone (with subsequent written confirmation), encrypted email or facsimile, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.

3. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

4. The Hospital shall notify the County of the conversion of a Patient on a PC commitment to LPS status that results in the County becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion. Upon receipt of the DSH notification, the County shall provide a completed admission packet, as specified in the Bed Allocation Implementation Plan in the timeframe specified in Section D.3.

III. SPECIAL PROVISIONS

A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereinafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.

B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, DSH has the discretion to immediately discontinue admissions and/or reduce the

number of beds available pursuant to the terms of this MOU. In such circumstances, DSH will notify the County as promptly as possible, collaborate with the County on any patient movement or arrangements, if necessary, and work to restore any impacted beds or treatment space.

C. Mutual Indemnification

1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-5. This MOU and its Exhibit 1 may be executed in counterparts.

E. This MOU, which includes Exhibits 1-5 comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.

F. This MOU which includes Exhibits 1-5 may be amended or modified only by a written amendment signed by the parties.

G. The parties are independent agents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees.

_____ _____

Dr. Amie Miller, Executive Director
CalMHSA

Date

_____ _____

Dominique Williams, Chief
Business Management Branch
Department of State Hospitals

Date

EXHIBIT 1

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

COUNTY:

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

By:_____

Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

_____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT 2

LPS SERVICES SUMMARY

Licensure

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

Core Treatment Team and Nursing Care

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

Additional Treatment Services

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

EXHIBIT 3

COUNTY STATEMENT OF DAILY BED RATES
July 1, 2025 through June 30, 2027

1. STATE HOSPITAL BED RATE FOR FYs 2025-27

	FY 2025-26	FY 2026-27
Intermediate Care Facility (ICF)	765	792
Acute Psychiatric Hospital (APH)	790	818
Skilled Nursing Facility (SNF)	847	876

EXHIBIT 4

Purchase Agreement of State Hospital Beds

Fiscal Year 2025-26-2026-27

California Department of State Hospitals

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Years (FY) 2025-26-2026-27 Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the MOU. The County will also abide by the same remunerative and legal policies contained within the MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

COUNTY:

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

By:_____

Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

_____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

APPROVED AS TO FORM:

_____

Chief, Business Management Branch– print

Chief, Business Management Branch – sign/date

EXHIBIT 5

LPS Bed Allocation

Methodology

LPS bed allocations were developed using a county-specific methodology based on a combination of the following factors:

- **Population Size**: Calculated as the average of each county's share of the statewide census and Medi-Cal populations.
- **Behavioral Health Population Adjustment**: Indicators such as Point-in-Time (PIT) homeless counts, Homeless Management Information System (HMIS) utilization, County Health Rankings housing data, suicide rates, and opioid overdose rates were used to reflect behavioral health and housing needs.
- **Historical DSH Bed Utilization**: Based on actual census figures, waitlist data, and the number of individuals identified as ready for discharge from 2015 through 2024.

Counties were grouped into five allocation pools, determined by population size and corresponding bed need:

- **Small Rural** (counties receiving less than one bed each)
- **Small**
- **Medium**
- **Large**
- **Los Angeles County**

This methodology was designed to promote equitable distribution of LPS beds by accounting for both historical utilization and current population-based need and supports a transition to county self-management. The resulting allocation reflects a total of 581 LPS-designated beds for FY 2025-26, an increase of 25 beds compared to FY 2024-25. Allocations will be adjusted accordingly if the total number of available beds increases or decreases.

Fiscal Year 2025-26 LPS Bed Allocation

Pool	County	Allocation
Small Rural (<1)	Alpine	<1 per bed county (5 beds across 17 counties)
	Sierra	
	Inyo	
	Mariposa	
	Modoc	
	Mono	
	Colusa	
	Del Norte	
	Lassen	
	Trinity	
	Amador	
	Glenn	
	Plumas	
	Calaveras	
	Siskiyou	
	Tuolumne*	
	San Benito*	
Small	Tehama	1
	Nevada	1
	Mendocino	1
	Sutter	1
	El Dorado	1
	Yuba	1
	Lake	2
	Shasta	3
	Kings	3
	Madera	3
	Napa	4
	Humboldt	5
Medium	Yolo	2
	Marin	2
	Merced	2
	Santa Cruz	2
	Placer	2
	San Luis Obispo	2
	Butte	4
	Imperial*	4
	Solano	4
	Sonoma	4
	Tulare	5
	Stanislaus	9
Large	Ventura	4
	San Mateo	7
	Santa Barbara*	8
	San Joaquin	9
	Kern	10
	Monterey*	11
	Fresno	11
	Contra Costa	12
	Alameda	19
	San Francisco	22
	Sacramento	22
	Santa Clara	22
	San Bernardino	29
	Riverside	33
	Orange	38
	San Diego	38
LA	Los Angeles	213
TOTAL		**581**

†

* For the purposes of this allocation protocol, counties marked with an asterisk are placed in a pool that differs from their traditional county size classification. This adjustment reflects admitting and waitlist trends that more closely align with the designated pool rather than their standard size category.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

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

FROM: **Christine Renteria, Office Supervisor**

MEETING DATE: **June 3, 2025**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and April Bay, PH.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $ 30,000.00; (No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and April Bay, PH.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $30,000.00; (No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services; approved as to form by County Counsel.

Background and Discussion:

When children come into the Child Welfare system because they have been abused or neglected, the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances, it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $30,000.00; (No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services.

Attachments:

1. 5615 FINAL BAY

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 (hereinafter referred to as "County"), and April Bay, Ph.D., an individual (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 not to exceed THIRTY THOUSAND DOLLARS ($30,000.00).

3. Term. The term of this Agreement shall be from July 1, 2025, through June 30, 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.

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

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, 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

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. (NPI #1942492368)

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.

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 Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Laura Atkins, Director

Contractor:

April Bay, Ph.D.
540 W. Plumb Ln, Suite #120
Reno, NV 89509

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).

    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.

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

CONTRACTOR:

April Bay, Ph.D., an Individual

By:_____
Name: April Bay, Ph.D.
Title: Owner
Date signed: _____

COUNTY:

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

By:_____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Contractor shall provide to County complex parental capacity evaluations or psychological evaluations and written reports for designated adults or children, which may include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.

2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

EXHIBIT B

Fee Schedule

1. Psychological Evaluation: $4,200.00 per evaluation, including written report.

2. Parental Capacity Evaluation: $6,600.00 per evaluation, including written report.

    a. $600.00 fee for each child, as related to parental capacity evaluations only.

3. Testimony Fee: $1,500 Flat fee in event of subpoena to testify. Fee includes no more than 3 hrs. of scheduled testimony time and preparation for testimony.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Regina Marshall, PH.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $30,000.00; (No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Regina Marshall, PH.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $30,000.00; (No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services; approved as to form by County Counsel.

Background and Discussion:

When children come into the Child Welfare system because they have been abused or neglected, the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances, it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Regina Marshall, Ph.D. for psychological evaluations of parents who are in the Child Welfare system; effective July 1, 2025; not to exceed $30,000.00; (No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services

Attachments:

1. 5616 FINAL

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 Regina Marshall, Ph.D., an individual (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 not to exceed THIRTY THOUSAND DOLLARS ($30,000.00).

3. Term. The term of this Agreement shall be from July 1, 2025, through June 30, 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.

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

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, 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

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. (CA PSY15028)

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.

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 Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Laura Atkins, Director

Contractor:

Regina Marshall, Ph.D.
1005 Terminal Way Ste 128
Reno, NV 89502

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).

    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.

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

CONTRACTOR:

Regina Marshall, Ph.D., an Individual

By:_____
Name: Regina Marshall, Ph.D.
Title: Owner
Date signed: _____

COUNTY:

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

By:_____
Kevin Goss, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By:_____
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide to County complex parental capacity evaluations or psychological evaluations and written reports for designated adults or children, which may include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.

2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

EXHIBIT B

Fee Schedule

---

1. Psychological Evaluation: $4,200.00 per evaluation, including written report.

2. Parental Capacity Evaluation: $6,600.00 per evaluation, including written report.

    a. $600.00 fee for each child, as related to parental capacity evaluations only.

3. Testimony Fee: $1,500 Flat fee in event of subpoena to testify. Fee includes no more than 3 hrs. of scheduled testimony time and preparation for testimony.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Laura Atkins, Director of Social Services**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Fixed Asset transfer of a 2016 Toyota Highlander from Social Services (70590) to Assessor (20060); approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:
Approve and authorize Fixed Asset transfer of a 2016 Toyota Highlander from Social Services (70590) to Assessor (20060); approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Action:

Approve and authorize Fixed Asset transfer of a 2016 Toyota Highlander from Social Services (70590) to Assessor (20060); approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) N/A

Attachments:
1. Item No. 2.E.3

PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
CHANGE FORM

Reason for Change (Check one)	☑ Transfer	☐ Sold	☐ Discarded
	☐ Donated	☐ Other _____	
Current Department Number	70590	**New Department Number**	20060
Current Department Name	Social Services	**New Department Name**	Assessor
Date Acquired	03/02/2015	**Date of Change**	06/06/2025
Current Location of Asset	County Annex	**New Location of Asset**	1 Crescent Street
Total Asset Cost	34822	**Sold Amount**	N/A
Description of Asset	2016 Toyota Highlander		
Serial Number	5TDBKRFH3GS254927		
Date Presented to the Board of Supervisors	06/03/25	**Include copy of the BOS minutes**	
Current Department Head Name (printed)	Laura Atkins		
Current Department Head (signature)	Laura Atkins		
New Department Head Name (printed)	Cindie Froggatt		
New Department Head (signature)	Cindie Froggatt		

Auditor Office Only			
Asset Number	_____		
Asset Cost	_____	Accumulated Depreciation	_____

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Extra Help Program Manager position for more than 90 calander days; (No General Fund Impact) Funds are state funds, federal pass-thru dollars and county realignment dollars.**

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Extra Help Program Manager position for more than 90 calander days; (No General Fund Impact) Funds are state funds, federal pass-thru dollars and county realignment dollars.

Background and Discussion:

On April 11, 2025, a Program Manager with the Department of Social Service left County service. At the time circumstances occurred, the Department did not have a sufficient list of certified eligible candidates to fill the vacant position. The Department intends to request that Cooperative Personnel Services/Merit Systems conduct a recruitment to create a list of certified candidates to fill the position. That process will not be concluded until at least June 30, 2025. In the meantime, the Department intends to hire an extra help Program Manager until recruitment and testing is completed, and a permanent replacement is hired.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Extra Help Program Manager position for more than 90 calander days; (No General Fund Impact) Funds are state funds, federal pass-thru dollars and county realignment dollars.

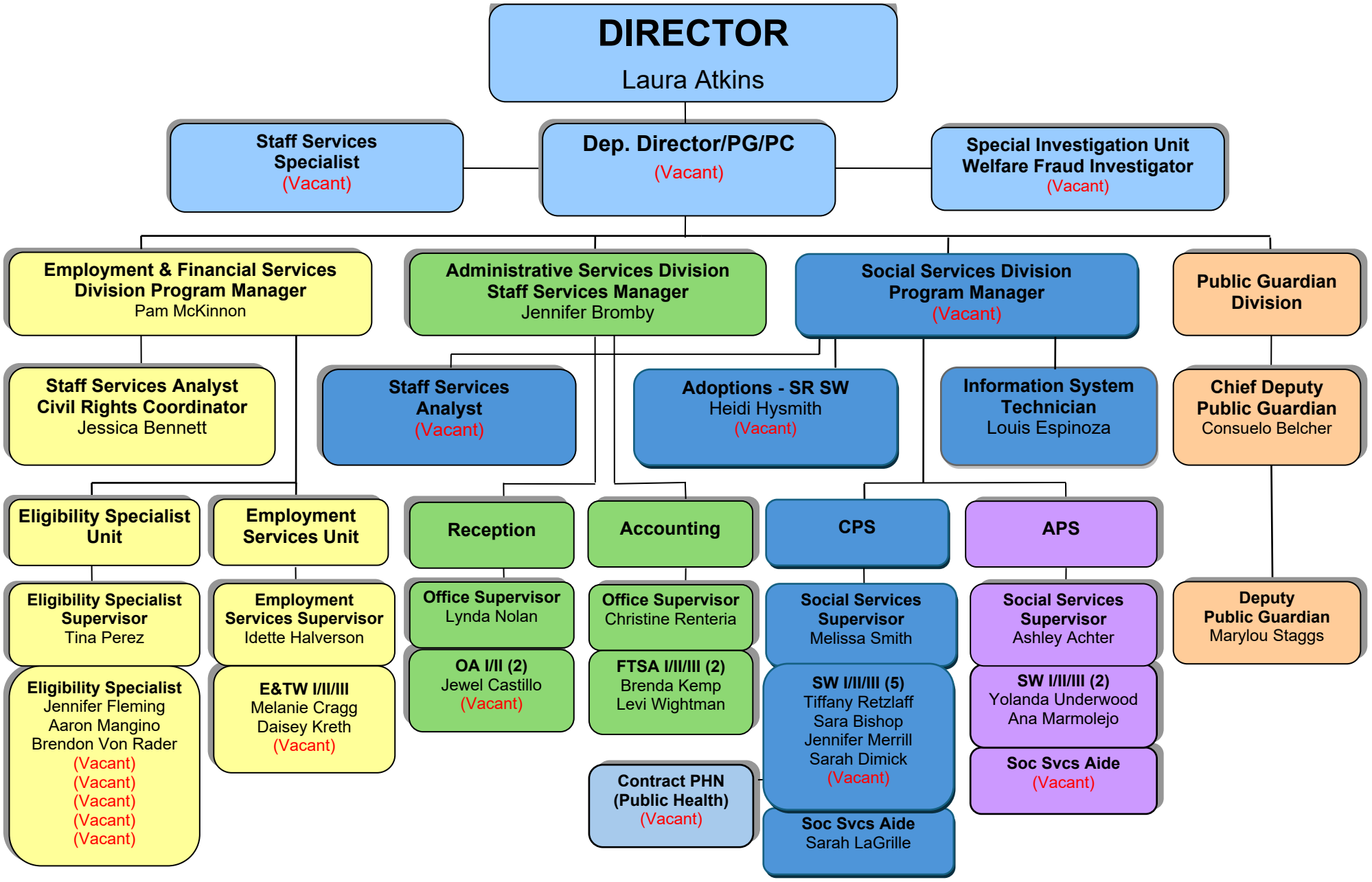
Fiscal Impact:

(No General Fund Impact) Funds are state funds, federal pass-thru dollars and county realignment dollars.

Attachments:

1. PCDSS-PG Organizational Chart 2025
2. Position Classification Program Manager
3. QUESTIONS FOR REVIEW TO FILL POSITIONS. Program Manager
4. Social Services Program Manager Spec Final

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Position Classification: Program Manager

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

Under direction, the Social Services Program Manager plans, organizes, and directs the operations and functions of a Child Welfare Services program and/or Adult Protective Services program in a local public social services department or agency; and performs related duties as assigned. Some positions may have additional responsibility for administrative services units.

Use of the Social Services Program Manager classification is an option for counties that have a classification structure that articulates a distinguishable difference in the complexity of assignments and consequences of error in Child Welfare Services or Adult Protective Services programs compared to other functional areas such as Eligibility and Employment Services.

The Social Services Program Manager classification differs from the next higher level Deputy Director classification in that the latter typically has responsibility for multiple eligibility, employment, or social service functions in a department or for a single program where two or more subordinate levels of supervision exist. In these departments, the Social Services Program Manager serves in a first-level managerial capacity.

Funding Sources:

The funding to support these positions comes from federal pass-through dollars, state funds and county realignment dollars. There is no cost to the County's General Fund associated with this position

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Program Manager

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

  Answer: Yes. The Board of Supervisors has authorized county operations of Child Welfare Program Manager.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

  Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

  Answer: The position became vacant effective April 11, 2025.

- Can the department use other wages until the budget is adopted?

  Answer: No.

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

  Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.

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

  Answer: We will not be able to performs tasks associated with the Program Manager.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

  Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to cover the allocated overhead for other programs costing the Department money.

- A non-general fund department head needs 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?

  Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

  Answer: No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

  Answer: 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?

  Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

SOCIAL SERVICES PROGRAM MANAGER

CLASSIFICATION DEFINITION

Under direction, the Social Services Program Manager plans, organizes, and directs the operations and functions of a Child Welfare Services program and/or Adult Protective Services program in a local public social services department or agency; and performs related duties as assigned. Some positions may have additional responsibility for administrative services units.

Use of the Social Services Program Manager classification is an option for counties that have a classification structure that articulates a distinguishable difference in the complexity of assignments and consequence of error in Child Welfare Services or Adult Protective Services programs compared to other functional areas such as Eligibility and Employment Services.

The Social Services Program Manager classification differs from the next higher level Deputy Director classification in that the latter typically has responsibility for multiple eligibility, employment, or social service functions in a department or for a single program where two or more subordinate levels of supervision exist. In these departments, the Social Services Program Manager serves in a first-level managerial capacity.

SUPERVISION EXERCISED AND RECEIVED

Incumbents in the Social Services Program Manager classification receive supervision from a Deputy Director, Director, or other higher-level management classification. A Social Services Program Manager provides direct supervision to supervisors in the assigned program areas, and to other staff as assigned.

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Manage the daily work activities of a Child Welfare Services and/or Adult Protective Services program, directly or through subordinate supervisors, by establishing performance levels, communicating goals and performance expectations, and monitoring and reviewing work to ensure conformance to established policies and procedures, and standards for quality and timeliness
- Assess service delivery to communicate findings to upper management, implement changes to improve efficiency and service quality, maximize effectiveness of program operations, and ensure alignment with the agency's mission
- Oversee personnel actions to determine compliance with policies and procedures, and provide guidance to subordinate supervisors regarding personnel matters

- Ensure that programs or work units are staffed with qualified individuals by resolving performance problems, documenting performance according to policy, training and developing staff, and assisting in the selection, hiring, and promotion of staff
- Interpret laws and regulations, including new laws and proposed legislation, to determine relevancy to department operations and services, and assess program compliance with laws and regulations
- Assess the need for changes to policies or programs based on initiatives to improve services, new services or program modifications, and opportunities for cross-collaboration of program areas
- Develop or revise policies or procedures to improve operational efficiency and effectiveness, and assist higher-level management in departmental strategic planning
- Serve as an internal technical expert regarding program matters by providing consultation and guidance to staff regarding problems with complex social service cases and delivery of services, and taking corrective actions to improve the quality and efficiency of social services
- Work collaboratively with personnel of other agencies, community groups, contractors, and other public and private organizations to determine needs for social services, and coordinate shared services or collaborative projects, or the provision of services by contracted agencies
- Ensure that information regarding department services and policies is provided accurately and thoroughly to external parties, and respond to the most sensitive complaints from the community, foster parents, and staff
- Serve as an external technical expert by providing consultation regarding program, legal, or policy matters to external entities such as County department managers or administrators, State departments, Board of Supervisors, advisory boards, and advocacy groups
- Assist in development of the budget for assigned programs by preparing cost estimates and projections, and performing ongoing monitoring of expenditures to ensure compliance with budget provisions
- Perform other duties as assigned

EMPLOYMENT STANDARDS

Knowledge of:

- Program development, administration, and service delivery related to Child Welfare and/or Adult Protective Services
- Current management and leadership techniques, performance appraisal methods, and public administration
- Planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modified as needed, and adhered to
- Budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures
- Public and private community resources
- Effective casework practices in order to oversee staff providing services

Ability to:

- Establish and maintain cooperative working relationships with internal management and staff, and with a variety of external stakeholders
- Identify, analyze, and evaluate situations or problems to determine appropriate courses of action
- Analyze laws, regulations, and policies to ensure all programs and activities are in compliance
- Apply knowledge of laws, regulations, and policies to decision making and problem solving to identify solutions and courses of action that are most appropriate or compliant
- Be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action
- Maintain awareness of the functioning and status of multiple work groups or program areas simultaneously
- Delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects
- Read and understand complex written materials, such as laws, proposed legislation, policies, reports, etc., in order to interpret, explain, and apply
- Use a personal computer to input data, access information, and create materials and documents using a variety of software applications
- Communicate verbally, in person or by telephone, clearly and concisely with a variety of audiences on a variety of matters
- Write to ensure effective and clear communication and proper composition of reports, correspondence, email, and other written communication
- Review and edit documents written by others to ensure proper format, sentence structure, grammar, and punctuation

MINIMUM QUALIFICATIONS

One (1) year of experience performing duties comparable to a Social Worker Supervisor I or II, AND a Master's Degree in Social Work or a Master's Degree from a two year counseling program.

DRIVER LICENSE REQUIREMENT:

Some positions in this classification may require possession of a valid California driver's License. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 3, 2025**
SUBJECT:	Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2025.

Recommendation:
Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2025.

Background and Discussion:
On behalf of the Graeagle Independence Day Board of Directors, we are writing to inform you of our intent this year with respect to the Fourth of July activities and invite you all to join in the festivities. 2025 marks our 51st Anniversary of the event!

Action:

Approve and authorize the Chair to sign a letter to the Department of Transportation (CalTrans) for an encroachment permit for the Annual Graeagle Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2025.

Fiscal Impact:

No General Fund Impact, Letter of Support only.

Attachments:
1. 2025 BOS ltr adivse
2. Plumas County BOS Certificate of Insurance
3. Graeagle Annual Fireworks LOS 060325

May 12, 2025

Plumas County Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971

Dear Members of the Board of Supervisors:

On behalf of the Graeagle Independence Day Board of Directors, we are writing to inform you of our intent this year with respect to the Fourth of July activities and invite you all to join in the festivities. 2025 marks our 51st Anniversary of the event!

This year, the aerial fireworks display will be held on **Saturday, July 5, 2025** at dusk (9:30) and ending at 10:05 p.m. The parade will fall on **Sunday, July 6, 2025**, beginning at 12:00 p.m. and ending at approximately 1:30 p.m. This year the parade begins one hour earlier than in the past.

Due to the anticipated number of people attending these events, we have requested the Plumas County Sheriff's Office and the California Highway patrol to be on hand to assist in crowd and/or traffic control for the fireworks and parade.

This is the same permit request in years past. We would ask that your office provide us with a letter of support and permission as required by Cal-Trans for the permits.

We will notify you of the last committee meeting regarding this event should you wish to be represented.

If you should have any questions, please feel free to call me on my cell at (602) 300-7675. We thank you in advance for your attention to this matter and look forward to working with you again.

Sincerely,

Lindsay West Kunz
Director, GIDC Board of Directors
GIDC Events Committee

lindsay@lindsaywest.com
602-300-7675

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Will Maddux
East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Matt Cruse
PO Box 884
Graeagle CA 96103

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Host Liquor Liability [ ] Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	3DS5476-M3525379	07/04/2025 12:01 AM	07/07/2025 12:01 AM	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (other than fire)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Deductible	$ 1,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 1000, Event Type: Parade.

CERTIFICATE HOLDER

Plumas County BOS
520 E Main St
Quincy CA 95971

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Will Maddux

© 1988-2015 ACORD CORPORATION. All rights reserved.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Plumas County BOS 520 E Main St Quincy, CA 95971

A. Section **II** – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

June 3, 2025

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: ***Encroachment Permit Request***
GRAEAGLE INDEPENDENCE DAY COMMITTEE
Fireworks Display
4th of July Parade
CA-89 (Downtown) Graeagle, California
Saturday, July 5, 2025, 9:30pm – 10:05pm (Fireworks Display)
Sunday July 6, 2025, 12:00pm – 1:30pm (Parade)

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Kevin Goss, Chair 2nd District
Plumas County Board of Supervisors

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign the Local Planning Council's (LPCs) Plumas Counties Zip Code Priorities.**

Recommendation:
Approve and authorize Chair to sign the Local Planning Council's (LPCs) Plumas Counties Zip Code Priorities.

Background and Discussion:
The primary mission of the Local Planning Councils (LPCs) is to plan for child care and development services based on the needs of families in the local community. LPCs are intended to serve as a forum to address the child care needs of all families in the community for all types of child care, both subsidized and non-subsidized. The LPCs are tasked with fulfilling their responsibility to identify local funding priority areas for state and federal funds for the State Preschool Program.

Action:

Approve and authorize Chair to sign the Local Planning Council's (LPCs) Plumas Counties Zip Code Priorities.

Fiscal Impact:

No General Fund Impact

Attachments:
1. PlumasZipcodePriorities24-25
2. LPCpriorities24-25

LOCAL PLANNING COUNCIL (LPC) COUNTY PRIORITIES REPORT FORM

Due Date: May 30 of Contract Year

Please complete all information as requested below.

County Name	LPC Coordinator Name	Telephone Number
Plumas	Lyndi Johnson	(530) 283-6500

The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with Welfare Institution Code Sections 10485 and 10486 requirements. Please check off all boxes that apply.

- ☐ The priorities submitted to CDSS are still valid, no change is needed, and all three spreadsheet(s) are attached for CSPP, CCTR-Infant Toddler, and CCTR School-Aged.
- ☒ The priorities have been revised for the previous year, and all three spreadsheet(s) are attached for CSPP, CCTR-Infant Toddler, and CCTR School-Aged.
- ☒ The LPC used Option 1 to establish Priority 3.
- ☐ The LPC used Option 2 to establish Priority 3.
- ☐ The LPC used Option 3 for Priority 3.

SIGNATURES*

County Board of Supervisors Representative	Telephone Number	Date
County Superintendent of Schools Representative Andrea White	Telephone Number 530-283-6500	Date 5/19/25
Local Child Care Planning Council Chairperson [signature]	Telephone Number (530)283-0202 x311	Date 5/15/25

***Instructions for Signatures:** If the priorities previously submitted are still valid, only the LPC Chairperson signature is required. If revised priorities are being submitted, it is a local decision whether the changes are significant enough to require approval by the authorized representatives of the County Board of Supervisors and the County Superintendent of Schools, or whether they may be approved solely by the LPC Chairperson.

Plumas County
California Department of Education
Early Education Division
Local Planning Council Priorities
May-25
Fiscal Year 2024–25
Return to Index

ZIP Code	CSPP Assigned Priority	CCTR Infant/Toddler Assigned Priority
95947	3	1
95971	1	1
96020	3	1
96122	2	1

CCTR School-Aged Assigned Priority
1
1
1
1

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21–8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on August 5, 2025**

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on August 5, 2025

Background and Discussion:

Every few months, the Plumas County Board of Supervisors reviews these Resolutions for recommendations.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on August 5, 2025

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Resolution No. 21-8601 - RATIYING THE PROCLAMATION OF A COUNTY WIDE LOCAL EMERGENCY DUE TO WILDFIRES IMPACTING PLUMAS COUNTY
2. REEA42~1

RESOLUTION NO. 21-8601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHERAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation Department and Plumas County Library Department for juvenile literacy programs; effective May 1st 2025; not to exceed $4,900.00; No General Fund Impact, MOU to be paid for out of JJCPA State grant (20402); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation Department and Plumas County Library Department for juvenile literacy programs.

Background and Discussion:
Plumas County Probation and the Plumas County Library are updating their MOU in which the Library provides afterschool tutoring services as a part of Probation's Juvenile Justice Plan.
Probation will pay the hourly wage for staff for instructional and prep hours, not to exceed three (3) hours per week or a total of one-hundred & fifty-six (156) hours a year for the current fiscal year without prior notice, and up to fifteen (15) hours for staff training time. Compensation amount not to exceed $4,900.00 per year.
The agreement is effective May 1, 2025 and is renewable annually without further action. Prior agreements are null and void effective with the execution of this agreement.

Action:

It is respectfully requested that the Board approve and authorize the Chair to sign the Memorandum of Understanding between Plumas County Probation and Plumas County Literacy to provide tutoring services.

Fiscal Impact:

No General Fund Impact. Expenses will be paid out of the Juvenile Justice Crime Prevention Act state grant funding, not to exceed $4,900.00 per year.

Attachments:
1. 5379_Signed

Docusign Envelope ID: DA94CFE6-34F0-489E-817D-1F056903464A

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY LIBRARY
AND
PLUMAS COUNTY PROBATION

This Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Library Department (hereinafter referred to as LIBRARY) and Plumas County Probation Department (hereinafter referred to as PROBATION).

WHEREAS, LIBRARY operates Juvenile Literacy Programs that provide tutoring, journaling and or Independent Living/Life Skills classes for juveniles being supervised by Probation and or juvenile participants as approved by the Chief Probation Officer or his designated representative.

WHEREAS, PROBATION provides the location and learners.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. Responsibilities of the Library

1. LIBRARY operates the Juvenile Journaling, Literacy, tutoring and Life Skills/Independent Living Programs, including but not limited to performing intake, facilitating classes and reporting. Specific classes to be determined by Library and Probation.

2. Staff will keep track of hours and report them to Probation for invoice purposes.

B. Responsibilities of Probation

1. PROBATION will provide the location for the programs.

2. PROBATION will provide the individuals for the programs and are responsible for their attendance.

3. Probation will provide Change Company curriculum for the journaling program.

C. Mutual Responsibilities.

1. PROBATION and LIBRARY have permission to promote this collaboration on social media and website platforms, as well as in newspapers.

D. Compensation

Probation will pay the hourly wage for staff for instructional and prep hours, not to exceed three hours per week or a total of 156 hours a year without prior written

approval. The wage will be based on the current wage for Literacy Program Assistants and may be subject to increases in the year per HR pay changes for that classification. Additionally, Probation will pay up to fifteen hours for staff training time (whether it is Literacy Staff to Literacy Staff, out of county training, or Probation to Literacy Staff training.)

Total amount of compensation not to exceed $4,900.00 per year.

E. Effective Date.

This Agreement is effective May 1, 2025, and is renewable annually without further action. Prior agreements are null and void effective with the execution of this agreement as evidenced by the signatures below. Each 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 ensure that it remains consistent with each agency's policies, practices and regulations. Any modification will occur upon mutual review and by mutual consent.

F. Counterparts and Facsimile Signatures.

This Agreement and any and all other documents or instruments referred to herein may be executed with counterpart signatures all of which taken together shall constitute an original without the necessity of all parties signing each document. This Agreement may also be executed by facsimile or other electronic signature, and such facsimile or electronic copies shall constitute enforceable original documents.

DocuSigned by:
By: Dora Mitchell
D7231E1A03BF428...
Name: Dora Mitchell
Title: County Librarian
Date Signed: 5/15/2025

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

DocuSigned by:
By: Keevin Allred
77384AC295294AF...
Name: Keevin Allred
Title: Chief Probation Officer
Date Signed: 5/15/2025

By: _____
Name: Kevin Goss
Title: Chairperson, Board of Supervisors
Date Signed: _____

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date Signed: _____

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in May 2025, as submitted.**

Recommendation:
Approve the Meeting Minutes for all meetings held in May 2025, as submitted.

Background and Discussion:
Monthly the Plumas County Board of Supervisors approves the prior months' meeting minutes.

Action:

Approve the Meeting Minutes for all meetings held in May 2025, as submitted.

Fiscal Impact:

No General Fund Impact, approval of minutes only.

Attachments:
1. Minutes 05-06-2025
2. Minutes 05-13-2025
3. Minutes 05-20-2025

Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 6, 2025

STANDING ORDERS

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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 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

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Guy M. led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

Dan K. offers a short prayer
Public Comment regarding Proposition 8 & Measure B
A member of the public provides the Board a handout:
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18791

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Johns recognizes the outstanding work of the Administrative Assistants in his department.
Tracey Ferguson (Planning Director) reminds the public that next week, May 13, 2025, from 4pm-6pm RERC Community Collaborative meeting at the Veterans Hall. California Recover grant program April 15, 2025. The portal is closed. There are 11 applications for single-family construction. 21 Landlords single-family mitigation.
Nick Collin (Facilities Director) updated the Board on the total received to date from the surplus vehicle auction in the amount of $160,406.20.
Laura Atkins (Social Services Director) updates the Board of the upcoming Children's Fair on 05-17-2025 from 10am-2pm at the Fairgrounds and recognizes individuals in her department for FY23/24 IHHS Staff assessments.
Rob Thorman (Public Works Director) updates the Board PG&E high voltage tower above Belden in a slip down. They will begin installing new footers from June 6-14, 2025.

ACTION AGENDA

A. Adopt a Proclamation, proclaiming June 4, 2025, and every year thereafter "Paul Bianco Day"; discussion and possible action.

Motion: Adopt a Proclamation, proclaiming June 4, 2025, and every year thereafter "Paul Bianco Day"; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor Engel presents

1. UPDATES AND REPORTS

A. US FOREST SERVICE

Brief Report and update. (5 Minutes)

Caitlyn from the Forest Service updates the Board on the Community Protection Project. Thanks to all those engaged in the project.

B. ASSESSOR

Brief Update and Report. (5 Minutes)

No Report Provided.

C. PLUMAS HOUSING COUNCIL

1) Receive a memorandum from Plumas Housing Council on the monthly updates from May 2025. See attached memorandum

The Board received their memorandum in the Board packets, as well as in the back-up material.

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. ASSESSOR

1) Approve and authorize Assessor to recruit and fill, funded and allocated, vacant 1 FTE Appraiser I or Appraiser II/III; (General Fund Impact) as approved in FY 24/25 recommended budget Vacancy due to retirement.

B. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and RSH INC., dba Curran Tire Center for vehicle maintenance and repair; effective July 1, 2025; not to exceed $20,000; (No General Fund Impact) Funds have been appropriated in the proposed Department budget to cover the costs of this agreement.; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs Child Care services, effective July 1, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal Sources; approved as to form by County Counsel.

THIS ITEM WAS PULLED OFF OF CONSENT AND DISCUSSED AT THE REQUEST OF A MEMBER OF THE PUBLIC

Motion: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs Child Care services, effective July 1, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal Sources; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor Hall comments
Laura Atkins comments and presents
Jennifer Bromby comments
Public Comment via Zoom
Janet Crane comments

3) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home Classes, effective July 1, 2025; not to exceed $56,000.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting Classes, effective July 1, 2025; not to exceed $17,200.00; (No General Fund Impact) CWS system improvement and 2011 Public Safety Realignment; approved as to form by County Counsel.

5) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective July 1, 2025; not to exceed $58,416.00; (No General Fund Impact) . Pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds; approved as to form by County Counsel.

C. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement in offering Staff Training and Credentialing Courses to other community members effective April 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for behavioral and psychiatric disorders and chemical dependency, effective July 1, 2025, not to exceed $100,000.00; (No General Fund Impact); State and Federal funding sources; approved as to form by County Counsel.

THIS ITEM WAS PULLED OFF OF CONSENT FOR DISCUSSION AT THE REQUEST OF A MEMBER OF THE PUBLIC

Motion: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Sierra Vista Hospital for behavioral and psychiatric disorders and chemical dependency, effective July 1, 2025, not to exceed $100,000.00; (No General Fund Impact); State and Federal funding sources; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sharon Sousa (BH Director) presents
Supervisor Hall comments
Several public comments were heard in the room.
Rick Foster comments
Janet Crane comments
Sheriff Johns comments
Zoom Caller comments

3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, an acute psychiatric hospital for mental health and substance abuse treatment services to adults and adolescents; effective July 1, 2025; not to exceed $100,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

THIS ITEM WAS PULLED OFF OF CONSENT FOR DISCUSSION AT THE REQUEST OF A MEMBER OF THE PUBLIC

Motion: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Heritage Oaks Hospital, an acute psychiatric hospital for mental health and substance abuse treatment services to adults and adolescents; effective July 1, 2025; not to exceed $100,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

4) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Reno Behavioral Health that provides inpatient and outpatient psychiatric and addiction treatment. Not to exceed $100,000; effective July 2, 2025; No General Fund Impact, State and Federal funding; approved as to form by County Counsel.

5) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Quality Measures and Performance Improvement Program for direct support in meeting Healthcare Effectiveness Data and Information Set reporting requirements. Effective upon execution, not to exceed $14,400.00; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

6) Approve and authorize Behavioral Health Department to recruit and fill, funded and allocated, vacant one (1) FT BH Case Management Specialist II or Sr.; vacancy due to retirement; (No General Fund Impact) State and Federal Funds.

7) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center serving those with difficult behavioral challenges, providing a safe and supportive environment to help achieve independent functioning; effective July 1, 2025; not to exceed $500,000.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

D. SHERIFF'S OFFICE

1) Approve and authorize Chair to sign change orders between Plumas County Sheriff's Office and Sun Ridge Systems, Inc for changes to software and services agreement dated August 10, 2023; Change order #1 not to exceed $23,358.00; Change order #2 not to exceed $50.00; (No General Fund Impact) Sheriff's Small and Rural County Law Enforcement Funds (AB-443) dept 70331 account 520411 (software) as budgeted in FY 24/25 budget; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Lake Almanor Towing to provide general automotive and towing services; effective May 1, 2025; not to exceed $20,000.00 ; (General Fund Impact) as approved in FY24/25 recommended budget (various budgets); approved as to form by County Counsel.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service to provide general marine repair services on an as-needed basis; effective May 1, 2025; not to exceed $25,000.00; (No General Fund Impact) as approved in FY24/25 recommended budget 70350 / 520900 (BOAT PATROL / EQUIPMENT MAINTENANCE); approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and A&P Helicopters to provide a licensed and insured helicopter and pilot for marijuana reconnaissance; effective June 1, 2025; not to exceed $75,000.00; (No General Fund Impact) Grant Funded 70348 / 526300 (DCESP / HELICOPTER AIR OPS); approved as to form by County Counsel.

5) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., to provide general automotive repairs and services; effective June 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended FY24/25 budget (various budgets); approved as to form by County Counsel.

E. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in April 2025, as submitted.

F. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Chair to sign Fixed Asset Budget Transfer request for Facility Services & Airports to transfer the remaining balance of allocated funding for Vehicle Purchase (2012052/541500) in the amount of $11,351.65 to Equipment Replacement (2012052/544630); approved by Auditor-Controller

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services & Airports and Current Electric & Alarm, Inc. for security, fire, and safety alarm monitoring, testing, and repair; effective May 1, 2025; not to exceed $13,700.00 per year for 3-year contract totaling $41,100.00; funding for this service comes from General Fund recommended budget 2012052 521903; approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Environmental Systems Inc for card swipe and and HVAC controls; effective (May 6th 2025); not to exceed 65,560.00; (General Fund Impact) as approved in recommended (FY24/25) budget 2012054 / 540110 and NGFI 20100 / 46251; approved as to form by County Counsel.

4) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services & Airports and Nevada Chiller & Boiler to increase contract value due to necessary repair at Courthouse; increase of $1,930 to contract value will be funded by General Fund; approved as to form by County Counsel.

G. PUBLIC WORKS/ROAD

1) Authorization for the Department of Public Works to recruit and fill extra-help summer workers throughout its maintenance districts in excess of 29 hours per week. No General Fund impact. Funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

2) Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Road Maintenance Lead Worker position; County Promotional Only; in the Graeagle Maintenance District. No General Fund impact, paid for by Road Funds.

3) Approve and authorize Chair to sign Amendment No. 5 to Agreement between Plumas County Department of Public Works and Consor North America, Inc. to provide contract document preparation and engineering services for the Keddie Resort Road Bridge Replacement Project; No General Fund Impact; approved as to form by County Counsel

H. HUMAN RESOURCES

1) Approve and Authorize a flex schedule for employees #100800, #101629, #101650, #101344 and #101694 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect Human Resources business hours or services to employees and the public.

I. RISK MANAGEMENT/OES

1) Approve and authorize a flex schedule for employees #101344, #377900, and #735050 from June 1st, 2025 to August 31st, 2025 per Personnel Rule Resolution No. 23-8781. This will not affect employees in the Risk Management and OES Department's hours or services to employees and the public.

J. INFORMATION TECHNOLOGY

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc. for Megabyte property tax software support and maintenance, effective July 1, 2025, through June 30, 2026; not to exceed $150,484.44; (General Fund Impact) as expected to be approved in recommended FY25/26 budget; approved as to form by County Counsel; discussion and possible action.

3. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

1) **CONTINUED FROM APRIL 8, 2025:** Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance update on the Board of Supervisors motion of April 8, 2025, and information pertaining to Government Code Section 65854, effective January 1, 2025, under Assembly Bill 2904 (2024) that requires local agencies give at least 20 days' notice before a planning commission holds a public hearing on an ordinance affecting the permitted uses of real property; discussion only.

The application needs to be noticed 20 days before a Planning Commission meeting, which will be June 5, 2025.
Public comment
Tracey F. (Planning Director) presents
Handout which was presented https://plumascounty.us/ArchiveCenter/ViewFile/Item/18790
Janet Crane comments
Bill Wickman comments
Supervisor McGowan comments

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Receive a report from staff regarding the closure of the Quincy Wellness Center; discussion only.

The Board heard from Sharon S. (BH Director) regarding the closing of the Quincy Wellness Center.
Jane Braxton-Little comments
Supervisor Ceresola comments

C. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Chair to sign and ratify amendment no. 1 to the agreement between Plumas County Information Technology and CDW-G for additional Crowdstrike licenses for Sheriff's Office endpoints; (General Fund Impact) approved in the FY24-25 Mid-Year budget; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign and ratify amendment no. 1 to the agreement between Plumas County Information Technology and CDW-G for additional Crowdstrike licenses for Sheriff's Office endpoints; (General Fund Impact) approved in the FY24-25 Mid-Year budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Greg Ellingson (IT Director) presents
Sheriff Johns thanks the IT Department for all of their hard work.
Ted Stout comments via Zoom
Public comment
Supervisor McGowan comments
Dan Kearns comments

D. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize budget transfer in Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331 of $361,274.00 from Software fixed asset account #540412 to Software service & supply account #520411 to correct funds budgeted to wrong account in error; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize budget transfer in Sheriff's AB443 (Rural & Small County Law Enforcement Funds) Department 70331 of $361,274.00 from Software fixed asset account #540412 to Software service & supply account #520411 to correct funds budgeted to wrong account in error; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Undersheriff Hermann presents

E. FACILITY SERVICES - Nick Collin

1) Approve and authorize Chair to sign an agreement between Plumas County Facility services and Baker Supplies and Repairs for the fixed asset purchase of Grasshopper Mower; total not to exceed $25,999.98; (General Fund Impact) as approved in (FY24/25) recommended budget (2012054 / 544630); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign an agreement between Plumas County Facility services and Baker Supplies and Repairs for the fixed asset purchase of Grasshopper Mower; total not to exceed $25,999.98; (General Fund Impact) as approved in (FY24/25) recommended budget (2012054 / 544630); approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Nick Collin (Facilities Director) presents
Supervisor Engel comments

F. HUMAN RESOURCES - Joshua Mizrahi

1) Adopt **RESOLUTION** Adopting Revisions to the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist and BH Community Care Coordinator Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: Adopt **RESOLUTION No. 25-9016** Adopting Revisions to the Behavioral Health Therapist I, Behavioral Health Therapist II, Senior Behavioral Health Therapist and BH Community Care Coordinator Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Interim HR Director Josh Mizrahi presents
BH Director Sharon Sousa comments

G. SOLID WASTE - Sean Graham

1) **PUBLIC HEARING:** Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Residential and Commercial Customers Self-Hauling Green Waste to the Chester Green Waste Program Located at Chester Landfill; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: PUBLIC HEARING: Adopt **RESOLUTION No. 25-9817** Establishing a Revised Fee Schedule for Residential and Commercial Customers Self-Hauling Green Waste to the Chester Green Waste Program Located at the Chester Landfill; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sean Graham presents
Supervisor Goss opened the public hearing. There were 3 public comments heard. Supervisor Goss closed the Public Hearing.
Dan Kearns comments
Supervisor McGowan comments
There were zero written public comments received.
Janet Crane comments

2) Approve and authorize Chair to sign Amendment No. 1 to Green Waste MOU between Plumas

County Public Works and Feather River Disposal, allowing for green waste fees at the Chester Green Waste Program to be set by Board of Supervisor Resolution; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Amendment No. 1 to Green Waste MOU between Plumas County Public Works and Feather River Disposal, allowing for green waste fees at the Chester Green Waste Program to be set by Board of Supervisor Resolution; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sean Graham presents
Supervisor Hall thanks staff

******Chair Goss requests a five minute break********

4. BOARD OF SUPERVISORS

A. Adopt **RESOLUTION** establishing Principles and Priorities for the expenditure of County of Plumas 2021 Dixie Fire Settlement Funds received from PG&E; approved as to form by County Counsel; discussion and possible action; possible direction to staff. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9015** establishing Principles and Priorities for the expenditure of County of Plumas 2021 Dixie Fire Settlement Funds received from PG&E; approved as to form by County Counsel; discussion and possible action; possible direction to staff. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor Hall presents
Supervisor Engel comments
Adam Cox comments via Zoom
Laura Kearns comments
Rick Foster comments
Cindy Crim comments via Zoom
Martee Nieman (Auditor-Controller) comments
Public comment on Zoom
Tyler Pew comments
Laura Wheeler comments
Two public comments
Public comment handout https://www.plumascounty.us/ArchiveCenter/ViewFile/Item/18792
Public comment email https://www.plumascounty.us/ArchiveCenter/ViewFile/Item/18793
Janet Crane comments
Josh Huddelston comments

B. APPOINTMENTS

1) Re-appoint Joshua Mizrahi as Interim Human Resources Director for a period of 30-days; effective April 27, 2025; discussion and possible action.

Motion: Re-appoint Joshua Mizrahi as Interim HR Director for a period of 90 days, ending August 6, 2025. Re-appoint Joshua Mizrahi as Interim Human Resources Director for a period of 30-days; effective April 27, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Supervisor Goss presents

2) Appoint Stephanie Swithenbank to the Plumas County Behavioral Health Commission for a 3-year term ending on May 6, 2028, as recommended; discussion and possible action.

Motion: Appoint Stephanie Swithenbank to the Plumas County Behavioral Health Commission for a 3-year term ending on May 6, 2028, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

C. CORRESPONDENCE

No Correspondence provided.

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

No weekly reports provided.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Facilities Director

B. Conference with Legal Counsel: Claim Against the County, filed by Duerr, Caleb; received on April 21, 2025

C. Conference with legal counsel: Claim Against the County, filed by Duerr, Caleb received on April 28, 2025

D. Conference with legal counsel: Claim Against the County, filed by Duerr, Caleb received on April 28, 2025

E. Conference with Legal Counsel: Claim Against the County, filed by Armstrong, Eric; received on April 21, 2025

F. Conference with Labor Negotiator pursuant to Govt Code 54957.6 - re:HR Director Salary, Agency Representative Joshua Brechtel

G. Conference with Legal Counsel; Significant Exposure to Litigation pursuant to d(2)e(1) of Government Code 54956.9 (4 cases)

H. Conference with Legal Counsel: Initiating Litigation pursuant to d(4) and e(1) of Govt. Code 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the following actions were taken during closed session.

5.A No Reportable action
5.B-E All claims denied
5.F-H No Reportable action

6. ADJOURNMENT

Adjourned meeting to Tuesday, May 13, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 13, 2025

STANDING ORDERS

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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 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

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Keevin Allred led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

Bob Zernich informs the Board about the upcoming Memorial Day celebration at Dame Shirley Plaza at 11am.
Tina Venable informs the Board about National Nurses Month
Linda M. speaks about the recent LRA postcards that were sent out by the Planning Department.
Supervisor Goss reads the following email from Dan Kearns:
https://www.plumascounty.us/ArchiveCenter/ViewFile/Item/18795

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads (5 mins)

Social Services Director Laura Atkins speaks about funding streams.
Grants Manager Zach Gately speaks RERC meeting tonight from 4pm-6pm at the Veterans Hall.
Clerk Recorder/Registrar of Voters Marcy DeMartile updates the Board in her office, not having anything to do with the real IDs other than being able to obtain your birth certificate and marriage licenses if you were born in Plumas County.
Chief Probation Officer Keevin Allred updates the Board on finally having a full staff of Probation officers, something that hasn't been since 2021.
District Attorney David Hollister speaks to the Dixie Fire Settlement lawsuit and passes out a handout:
https://www.plumascounty.us/ArchiveCenter/ViewFile/Item/18796
Janet Crane comments

ACTION AGENDA

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.(5 Minutes)

Clint Koble reads from a handout that was presented to the Board:
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18797

B. Receive presentation from Sierra Buttes Trail Stewardship on Off-Highway Vehicle program, Connected Communities, and other programming. Discussion only.

The Board received a presentation from Sierra Buttes Trail Stewardship on the Off-Highway Vehicle Program.
Jane Braxton-Little comments
Debbie Hopkinis comments

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. DISTRICT ATTORNEY

1) Approve and authorize Chair to sign an agreement between Plumas County District Attorney and UBEO to lease two (2) copy machines for the main office, and the Day Reporting Center at the new jail; effective May 2025 not to exceed $43,000; (General Fund Impact) as approved in recommended FY 24/25 budget 7030152 /520250 (main office); (No General Fund Impact) PATH Grant Funds; (Day Reporting Center) approved as to form by County Counsel.

B. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025; not to exceed $46,750.00; (No General Fund Impact) State and Federal Funding; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective July 1, 2025 ;not to exceed $15,810.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

3) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Department of Social Services and Plumas Crisis Intervention and Resource Center (PCIRC) Bringing Families Home Child Welfare System Housing Program (BFH); (No General Fund Impact) State Funded; approved as to form by County Counsel.

4) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Nanette Norton to prepare reports for the Court to determine whether services could be available to prevent to break-up of a Native American family and whether such services are culturally appropriate; effective 7/1/25-6/30/26; not to exceed $ 30,000.00; (No General Fund Impact) 2011 Public Safety Realignment funds and Federal Funds; approved as to form by County Counsel.

5) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc for Card Swipe and HVAC controls; effective May 6, 2025; not to exceed $ 33,788.00; (No General Fund Impact) realignment funds; approved as to form by County Counsel.

C. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign Amendment No. 6 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to provide contract document preparation and resident engineer services for the Beckwourth-Calpine Road (A23)(CR109) Pavement Rehabilitation Overlay Project; No General Fund Impact; approved as to form by County Counsel

2) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Mechanic I/II; No General Fund Impact; Road funds.

D. SHERIFF

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dale Harris, DDS, to provide dental services to inmates; effective July 1, 2025; not to exceed $150,000.00; (General Fund Impact) as approved in recommended FY25/26 budget 70380 / 521980 (JAIL / MEDICAL SERVICES); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. HUMAN RESOURCES - Joshua Mizrahi

1) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Mid-Management and Supervisors Unit; (General Fund Impact) discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9018** ratifying the Memorandum of Understanding between the County of Plumas and the bargaining unit of International Union of Operating Engineers, Local 3 Mid-Management and Supervisors Unit; (General Fund Impact) discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Interim HR Director Josh Mizrahi presents via Zoom
Jane Braxton-Little comments
Supervisor Hall comments

2) Adopt **RESOLUTION** Adopting Revisions to the Probation Officer I, Probation Officer II, Probation Officer III and Supervising Probation Officer Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9019** Adopting Revisions to the Probation Officer I, Probation Officer II, Probation Officer III and Supervising Probation Officer Job Classifications; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Interim HR Director Josh Mizrahi presents via Zoom
Chief Probation Officer Keevin Allred comments

B. SOCIAL SERVICES - Laura Atkins

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Chuck Patterson Toyota Dodge for the fixed asset purchase of a 2025 Toyota Tacoma; total not to exceed $43,677.55; (No General Fund Impact) Realignment funds; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Chuck Patterson Toyota Dodge for the fixed asset purchase of a 2025 Toyota Tacoma; total not to exceed $43,677.55; (No General Fund Impact) Realignment funds; approved as to form by County Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Social Services Director Laura Atkins presents

4. BOARD OF SUPERVISORS

A. Adopt **RESOLUTION** Recognizing the Status of the Crescent Mills Fire District by the Plumas County Board of Supervisors; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9020** Recognizing the Status of the Crescent Mills Fire District by the Plumas County Board of Supervisors; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Chair Goss presents
Interim County Counsel Josh Brechtel comments
Supervisor McGowan comments
Dan Kearns comments via Zoom
Auditor-Controller Martee Nieman comments
Zoom caller comments
Robbie Hawkins comments via Zoom

B. APPOINTMENTS

1) Appoint Joshua Brechtel, Interim County Counsel, as County Counsel and approve and authorize the chair to sign the employment agreement; discussion and possible action.

THIS ITEM WAS TABLED UNTIL MAY 20, 2025, AT THE REQUEST OF THE CHAIR

C. CORRESPONDENCE

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

Reported by Supervisor Hall attending the CSAC meeting.

Reported by Supervisor McGowan attending the CSAC meeting.

Reported by Supervisor Goss attending the Brick Grant meeting.

Reported by Supervisor Engel received correspondence about not posting back-up material.

Reported by Supervisor Ceresola attended meetings with Fish and Wildlife concerning wolves.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

B. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 19, 2025.

C. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.

D. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.

E. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.

F. Conference with Legal Counsel; Claim Against the County, filed by Duerr, Caleb, received April 27, 2025.

G. Conference with Legal Counsel: Request to present a late claim, filed by Cecilie Hewitt, received on April 24, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was the following actions taken during closed session.

5.A was pulled
5.B.E. were denied
5.F-G. were denied

6. ADJOURNMENT

Adjourned meeting to Tuesday, May 20, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 20, 2025

STANDING ORDERS

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=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 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

CALL TO ORDER

Roll Call.
Present: Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall
Supervisor - District 1 Ceresola was excused.

PLEDGE OF ALLEGIANCE

Sheriff Johns led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

Debbie Hopkins speaks about the public trails not being safe for horses, and not enough signeage.
Lane Labbee speaks about the public trails not being safe, and the provisions of the general plan.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads (5 mins)

Sheriff Johns announces his retirement to the members of the public and the Board.
Clerk Recorder/Registrar of Voters Marcy DeMartile updates the Board that tomorrow night will be the last meeting regarding Special Districts, which will be held in Portola, at the Memorial Hall.
Grants Manager Zach Gately updated the public and the Board on the upcoming Special Meeting taking place in Greenville on Friday, June 6, 2025, at 10:00am in the Library at Greenville High School.
Planning Director Tracey Ferguson updates the Board on the recent postcards that were mailed out to the public regarding the Local Responsibility Areas.
Chair Goss comments
Supervisor McGowan comments

ACTION AGENDA

A. Receive a presentation from Debbie Hopkins regarding the Outdoor Theater Project; discussion item only.

The Board received a presentation from Debbie Hopkins.
Supervisor Hall comments
Chair Goss comments
Pete H. comments
Greg comments
Edie comments
Supervisor McGowan comments
Jane Braxton-Little comments
Lindsay comments

1. 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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. SHERIFF

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and North Fork Medicine, to provide medical services 24 hours a day, 7 days a week, to inmates; effective July 1, 2025; not to exceed $204,600.00; (General Fund Impact) as approved in recommended FY25/26 budget 70380 / 521900 (JAIL / PROFESSIONAL SERVICES); approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Kassbohrer All-Terrain Vehicles, Inc. to provide general equipment repair on an as-needed basis; effective June 1, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in adopted FY24/25 budget (various budgets); approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Kirack Construction, Inc. to install seamless gutters at the Plumas County Jail; effective May 1, 2025, not to exceed $12,020.00; (No General Fund Impact) as approved in adopted FY24/25 budget 20141/521900 (Jail Projects/Professional Services; approved as to form by County Counsel.

B. PLUMAS COUNTY OFFICE OF EMERGENCY SERVICES

1) Approve and authorize Chair to sign amendment no. 1 regarding agreement between Plumas County and Foster Morrison Consulting LTD, due to the agreement not containing all federally required provisions per Title 2 CFR, Part 200; (No General Fund Impact); approved as to form by County Counsel.

C. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign a two year lease agreement between Plumas County Behavioral Health and Christine Walls property owner at 372 Main Street, Chester, CA; for a Wellness Center; effective October 1, 2024; not to exceed $45,000.00 (No General Fund Impact) Mental Health Services Act state funding; approved as to form by County Counsel

2) Approve and authorize Chair to sign a 3-year agreement between Plumas County Behavioral Health and Smile Business Products for maintenance; effective June 1, 2025; not to exceed $40,000.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and North Valley Behavioral Health to provide services for individuals experiencing an acute psychiatric crisis, effective July 1, 2025; not to exceed $200,000.00; (No General Fund Impact) State and Federal Funding; approved as to form by County Counsel.

D. AUDITOR-CONTROLLER

1) Approve and Authorize extra help employee #101662 to work over 29 hours a week not to exceed 1560 hours per reporting period from November 1 through October 31.

E. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Great Northern Services to provide services for the Ryan White PARTB Program for FY25/26, effective April 1, 2025; not to exceed $61,119.00; (No General Fund Impact) (PARTB); approved as to form by County Counsel.

F. PROBATION

1) Approve and authorize Chair to sign an agreement between Plumas County Probation and Redwood Toxicology Laboratory, Inc., a California Corporation, for court-ordered drug testing, effective July 1, 2025; not to exceed $70,000.00; General Fund Impact up to $14,600.00, approved as to form by County Counsel

G. ELECTIONS

1) Approve and authorize Chair to sign an agreement between Plumas County Elections and Pro Document Solutions, Inc. effective June 1, 2025; not to exceed $100,000; (General Fund Impact) as approved in the adopted FY24-25 budget (Elections 20100 / Printing 520233); approved as to form by County Counsel.

2. DEPARTMENTAL MATTERS

A. FACILITIES - Nick Collin

1) Approve and authorize Chair to sign amendment no 1 to agreement between Plumas County Facility Services and PacStates Communications of Nevada Inc.; (General Fund Impact) not to exceed $42,167.91 Capitol Improvement Project Funds 2012054/540110; approved as to form by County Counsel.

THIS ITEM WAS PULLED AND MOVED TO JUNE 3, 2025, AT THE REQUEST OF THE CHAIR.

B. LIBRARY - Dora Mitchell

1) Approve and authorize supplemental budget transfer of $4,736 from Contributions from Other Agencies (20670/46070) to Awards (20670/46070) in the amount of $2,368, and to Books (20670/524510) in the amount of $2,368; due to receipt of unanticipated grant funds; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of $4,736 from Contributions from Other Agencies (20670/46070) to Awards (20670/46070) in the amount of $2,368, and to Books (20670/524510) in the amount of $2,368; due to receipt of unanticipated grant funds; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2, Chair Goss, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

C. SOCIAL SERVICES - Laura Atkins

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Event Change for internet access to SAFEMEASURES®; effective July 1, 2025 to June 30, 2029; not to exceed $34,613.00; (No General Fund Impact) Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds; Not approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Event Change for internet access to SAFEMEASURES®; effective July 1, 2025 to June 30, 2029; not to exceed $34,613.00; (No General Fund Impact) Costs are shared between our federal and state Children's Services allocation with a local 15% contribution from Realignment funds; Not approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Social Services Director Laura Atkins presents

3. BOARD OF SUPERVISORS

A. APPOINTMENTS

1) Appoint Joshua Brechtel, Interim County Counsel, as County Counsel and approve and authorize the chair to sign the employment agreement; discussion and possible action.

Motion: Appoint Joshua Brechtel, Interim County Counsel, as County Counsel and approve and authorize the chair to sign the employment agreement; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Linda Judge speaks from a handout:

https://www.plumascounty.us/ArchiveCenter/ViewFile/Item/18802
Auditor-Controller Martee Nieman comments
Sara James comments
Supervisor Hall comments

2) Appoint Joseph Hagwood to the Quincy/La Porte Cemetery District Board of Directors, effective May 20, 2025, for a term ending May 20, 2029; discussion and possible action.

Motion: Appoint Joseph Hagwood to the Quincy/La Porte Cemetery District Board of Directors, effective May 20, 2025, for a term ending May 20, 2029; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Mr. Joseph Hagwood comments
Supervisor Hall comments
Debbie Hopkins comments
Public comment

3) Appoint Rebecca Herrin and Greg Niel to the Greenhorn Creek Community Services District Board for a term ending on December 5, 2025; effective May 20, 2025; discussion and possible action.

Motion: Appoint Rebecca Herrin and Greg Niel to the Greenhorn Creek Community Services District Board for a term ending on December 5, 2025; effective May 20, 2025; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

B. CORRESPONDENCE

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

Reported by Supervisor Hall attending a Town Hall with Supervisor Engel in Quincy.

Reported by Supervisor McGowan attending a Town Hall with Supervisor Goss in Chester.

Reported by Supervisor Goss attending a Town Hall with Supervisor McGowan in Chester and also attending a Norcal EMS meeting.

Reported by Supervisor Engel attending a Town Hall with Supervisor Hall in Quincy and receiving correspondence about property taxes.

Rick Foster comments regarding asking for previous items to be placed on the agenda.

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.

5. ADJOURNMENT

Adjourned meeting to Tuesday, June 3, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker I,II in the Quincy District; No General Fund Impact; Road funds.**

Recommendation:
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Road Maintenance Worker I/II in the Quincy District.

Background and Discussion:
A vacancy has opened up for a PW Road Maintenance Worker due to promotion.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire, Departmental Organizational Chart, and Job Description are attached.

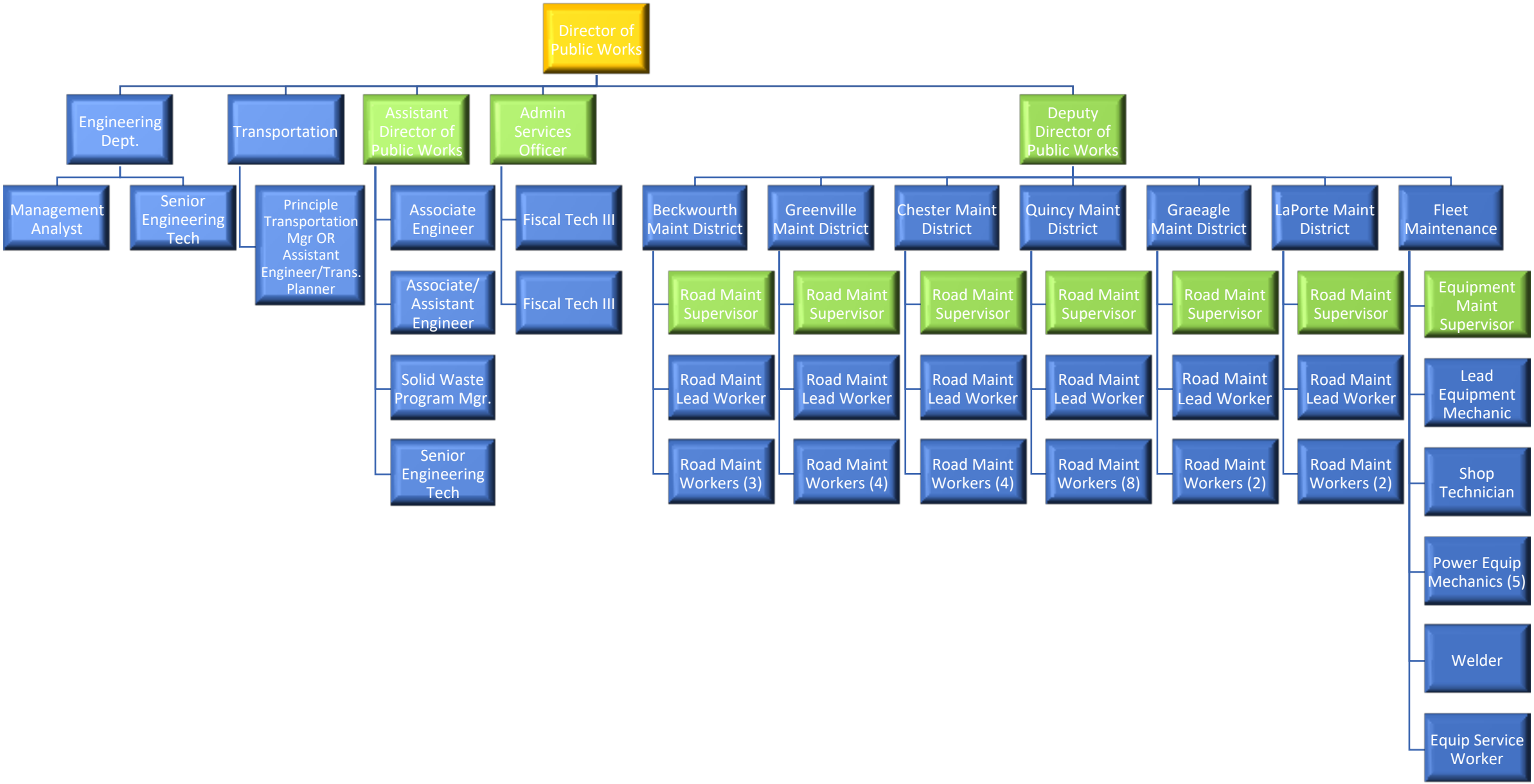
Action:

Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker I,II in the Quincy District; No General Fund Impact; Road funds.

Fiscal Impact:

No impact to General Fund. Road funds.

Attachments:
1. Department Org Chart
2. CRITICAL STAFFING QUEST Road Maint Worker 12-24
3. Job Description PW Road Maint Worker I
4. Job Description PW Road Maint Worker II


Director of Public Works
Engineering Dept.
Transportation
Assistant Director of Public Works
Admin Services Officer
Deputy Director of Public Works
Management Analyst
Senior Engineering Tech
Principle Transportation Mgr OR Assistant Engineer/Trans. Planner
Associate Engineer
Associate/ Assistant Engineer
Solid Waste Program Mgr.
Senior Engineering Tech
Fiscal Tech III
Fiscal Tech III
Beckwourth Maint District
Greenville Maint District
Chester Maint District
Quincy Maint District
Graeagle Maint District
LaPorte Maint District
Fleet Maintenance
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (3)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (8)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Equipment Maint Supervisor
Lead Equipment Mechanic
Shop Technician
Power Equip Mechanics (5)
Welder
Equip Service Worker

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Road Maintenance Worker I/II

_ Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.

_ Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.

_ How long has the position been vacant?
Two weeks.

_ Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 23/24 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. Generally speaking, 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? **None**

_ 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? **None**

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

21/22 $0 22/23 $0 23/24 $0

df 12/4/24

PUBLIC WORKS MAINTENANCE WORKER I

DEFINITION

Under general supervision, to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; to learn to operate light equipment; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and training level in the Public Works Maintenance Worker Class series. Incumbents initially work under close supervision in a training and learning capacity. When sufficient job knowledge is obtained and sound work habits have been demonstrated, an incumbent may be promoted to the level of Public Works Maintenance Worker II, provided that they perform a range of assignments beyond heavy physical labor and driving. Public Works Maintenance Worker I is distinguished by the performance of a lesser scope of work assignments with closer supervision than Public Works Maintenance Worker II.

REPORTS TO

Public Works Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Assists with and performs a variety of unskilled and semi-skilled duties in the maintenance, construction, and repair of County roads, bridges, and drainage systems.
- Learns to operate basic road maintenance equipment such as trucks, snowplows, and loaders.
- Performs unskilled duties such as cutting weeds, clearing debris, cleaning ditches, and painting guard rails.
- Paves, patches, and repairs roads and streets.
- Mixes oil and base materials for road patching and resurfacing.
- Loads, rakes, and shovels asphalt.
- Hand sweeps surfaces.
- Operates hand tools such as jackhammers and chain saws.
- Straightens and replaces snow stakes and road signs.
- May drive vehicles to transport materials, tools, and equipment.
- Performs routine maintenance and repair tasks on equipment.
- Acts as a flag person for road repair and maintenance crews.
- Performs shovel work, opening, widening, and backfilling excavations.
- Performs maintenance work around the Public Works yard.
- Performs shipping and receiving assignments.
- Maintains inventory and orders small tools and road signs.
- May order cleaning supplies.
- May maintain the culvert pipe yard, loading and unloading pipes and bands.
- Stocks and distributes truck parts and chains.
- Assists with the installation and repair of traffic control and warning signs.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, front end loaders, and snowplows.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Safe driving practices and the California Vehicle Code relating to the operation of motor vehicles.
- Work safety practices.

Ability to:

- Perform a variety of unskilled and semi-skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Learn to operate light equipment.
- Maintain basic records.
- Perform heavy physical labor.
- Follow oral and written directions.
- Maintain and make basic repairs to equipment.
- 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. A typical way to obtain the required knowledge and abilities would be:

Some previous work experience performing heavy physical labor is highly desirable.

Special Requirements: Possession of an appropriate valid and current California Driver's License required to meet the performance requirements of the position.

PUBLIC WORKS MAINTENANCE WORKER II

DEFINITION

Under general supervision, to perform a variety of assignments in the maintenance, repair, and construction of roads, bridges and drainage systems; to operate light equipment; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced journey level in the Public Works Maintenance Worker Class series. Incumbents are assigned to a variety of maintenance, repair, construction, and light equipment operation assignments. They may also operate heavy equipment, similar to that operated by a Public Works Maintenance Worker III, in a training capacity, or, on an emergency basis.

REPORTS TO

Public Works Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Performs a variety of unskilled and semi-skilled duties in the maintenance, construction, and repair of County roads.
- Bridges and drainage systems.
- Operates basic road maintenance equipment such as trucks, snowplows, and loaders.
- Performs unskilled duties such as cutting weeds, clearing debris, cleaning ditches, and painting guard rails.
- Paves, patches, and repairs roads and streets.
- Mixes oil and base materials for road patching and resurfacing.
- Loads, rakes, and shovels asphalt.
- Hand sweeps surfaces.
- Operates hand tools such as jackhammers and chain saws.
- Straightens and replaces snow stakes and road signs.
- May drive vehicles to transport materials, tools, and equipment.
- Performs routine maintenance and repair tasks on equipment.
- Acts as a flag person for road repair and maintenance crews.
- Performs shovel work, opening, widening, and backfilling excavations.
- Assists with the installation and repair of traffic control and warning signs.

TYPICAL PHYSICAL REQUIREMENTS

Frequently stand and walk; sit for extended periods; ability to stoop, kneel or crouch to pick up or move objects; walk for long distances and on sloped ground and uneven surfaces; lift and move objects weighing over 100 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of maintenance equipment such as backhoes, front end loaders, and snowplows.

TYPICAL WORKING CONDITIONS

Work is performed outdoors in varying temperature, weather, and humidity condition; work is performed in environment with constant noise; exposure to grease and oils; exposure to moving equipment; exposure to electrical current; constant contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Procedures, tools, equipment, and materials used in the maintenance and construction of roads, bridges, and public works facilities.
- Operation and routine maintenance of light equipment.
- Provisions of the California Vehicle Code relating to the operation of medium and light equipment on streets and roads.
- Work safety methods and programs.

Ability to:

- Perform a variety of unskilled and semi-skilled work in the maintenance, construction, and repair of County roads, bridges, culverts, and public works facilities.
- Operate light equipment.
- Maintain basic records.
- Perform heavy physical labor.
- Follow oral and written directions.
- Maintain and make basic repairs to equipment.
- 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. A typical way to obtain the required knowledge and abilities would be:

One (1) year of road maintenance work and construction experience comparable to that of a Public Works Maintenance Worker I with Plumas County.

Special Requirements: Possession of an appropriate valid and current California Class “A” or “B” Driver's License, meeting the performance requirements of the position.

Incumbents transporting hazardous materials may be required to possess special endorsements.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Health agency and Chico State Enterprises for Registered Dietitian services; effective 7/1/2025 and ends 6/30/2029; not to exceed $42,800.00; (No General Fund Impact) (Senior Nutrition); approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair sign an agreement between Plumas County Public Health Agency and Chico State Enterprises for Registered Dietitian services for the Senior Nutrition program.

Background and Discussion:

As the Board is aware, Senior Nutrition sites provide healthy meals to seniors in Plumas County. A Registered Dietitian will conduct (2) site visits per year to inspect Senior Nutrition Kitchens and quarterly review and approval of menus to ensure compliance with Title III-C Menu Planning Guidance. Provide technical assistance and support for the nutrient analysis program, menu development, and staff supporting the Plumas County Senior Nutrition program. The Term of this Contract shall commence 7/1/2025 and shall end 6/30/2029.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Health agency and Chico State Enterprises for Registered Dietitian services; effective 7/1/2025 and ends 6/30/2029; not to exceed $42,800.00; (No General Fund Impact) (Senior Nutrition); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Senior Nutrition)

Attachments:

1. 5778 FINAL

Chico State Enterprises

CONTRACT

AGREEMENT NUMBER	AM. NO.
SP-25-0329	0
CONTRACTOR IDENTIFICATION NUMBER	

THIS CONTRACT, made and entered into in the State of California, by and between **Plumas County Public Health Agency**, hereafter called Funder, and

CONTRACTOR'S NAME

Chico State Enterprises, hereafter called Contractor,

Agree that Contractor, at its own expense, will furnish all equipment, labor, and materials necessary to provide Funder with the services as follows:

Registered Dietitian (RD) shall conduct two (2) site visits per year to inspect Senior Nutrition kitchens, review, and approve menus created by the Senior Services Director quarterly, review and approve nutrition education and staff in-service topics and resources annually, and provide technical assistance and support to Plumas County Public Health Agency staff.

Attachment A – Scope of Work
Attachment B – Contact Information
Attachment C – CSE General Terms & Conditions

The Term of this Contract shall commence 07/01/2025 and shall end 06/30/2029.

As compensation for Contractor's services, Funder agrees to pay Contractor a fixed price fee of $42,800.00, billed at $2,675.00 per quarter for a total of sixteen (16) invoicing periods. Contractor shall be invoiced according to Term 3 in Attachment C, CSE General Terms & Conditions.

Approved as to form:
Craig Settlemire
Counsel

This contract has been executed by the parties hereto upon the date of final signature below:

FUNDER	CONTRACTOR
PLUMAS COUNTY PUBLIC HEALTH AGENCY	**CHICO STATE ENTERPRISES**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Kevin Goss Chair, Board of Supervisors	PRINTED NAME AND TITLE OF PERSON SIGNING Susan Podesta Director of Sponsored Contracts
ADDRESS/E-MAIL nicolereinert@countyofplumas.com	ADDRESS/E-MAIL swpodesta@csuchico.edu

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 42,800.00	$ 42,800.00	Cayuse: A26-0004 Financial Enterprise: TBD

Chico State Enterprises

Attachment A
Scope of Work

Specific project activities include:

1. Annually conduct two (2) site visits to inspect at least two (2) of the three (3) Senior Nutrition Food Facilities in Plumas County. These inspections will ensure that the food facilities are safe for food handling and proper sanitation practices are in place. Inspection forms will be completed by the Registered Dietitian (RD) and provided to the Plumas County Senior Nutrition program.

   These site visits will take place during two (2) of the following time frames:
   - July-September
   - October-December
   - January-March
   - April-June

2. Quarterly review, approve, and make recommendations to menus created by the Senior Services Director to ensure compliance with the Title III-C Menu Planning Guidance. Provide technical assistance on nutrient analysis program and menu development as needed.

3. Annually approve and provide recommendations for the nutrition education plan and the staff in-service plan. The education and training will not be delivered by the RD but will be coordinated with the Senior Services Director.

4. Provide technical assistance and support for nutrient analysis program, menu development, and staff supporting the Plumas County Senior Nutrition program.

Chico State Enterprises

Attachment B
Contact Information

Contractor Contacts		Funder Contacts	
Administrative Contact		***Administrative Contact***	
Name:	Gabrielle Lofink	Name:	Delena Jones
Title:	Project Director, CHC	Title:	Administrative Services Officer
Address:	25 Main St, Suite 201 Chico, CA 95928-5388	Address:	270 County Hospital Rd Quincy, CA 95971
Telephone:	530-898-3576	Telephone:	530-283-6362
Fax:		Fax:	530-283-6425
Email:	gllofink@csuchico.edu	Email:	delenajones@countyofplumas.com
Principal Investigator		***Project Director***	
Name:	Stephanie Bianco	Name:	John Rix
Title:	Director, CHC	Title:	Senior Services Director
Address:	25 Main St, Suite 201 Chico, CA 95928-5388	Address:	270 County Hospital Rd Quincy, CA 95971
Telephone:	530-898-4022	Telephone:	530-283-3546
Fax:		Fax:	530-283-6425
Email:	sbianco@csuchico.edu	Email:	johnrix@countyofplumas.com
Financial Contact		***Financial Contact***	
Name:	Pauli Watts	Name:	Delena Jones
Title:	Grants/Contracts Analyst	Title:	Administrative Services Officer
Address:	Chico State Enterprises 25 Main Street, Suite 103 Chico, CA 95928-5388	Address:	270 County Hospital Rd Quincy, CA 95971
Telephone:	530-898-6811	Telephone:	530-283-6362
Fax:		Fax:	530-283-6425
Email:	pwatts@csuchico.edu	Email:	delenajones@countyofplumas.com
Authorized Signatory		***Authorized Signatory***	
Name:	Susan Podesta	Name:	Nicole Reinert
Title:	Director of Sponsored Contracts	Title:	Public Health Director
Address:	Chico State Enterprises 25 Main Street, Suite 103 Chico, CA 95928-5388	Address:	270 County Hospital Rd Quincy, CA 95971
Telephone:	530-898-6811	Telephone:	530-283-6990
Fax:		Fax:	530-283-6425
Email:	swpodesta@csuchico.edu	Email:	nicolereinert@countyofplumas.com

Chico State Enterprises

Attachment C
CSE General Terms and Conditions

1. **Term:** This contract will begin on 07/01/2025 and will end on 06/30/2029.

2. **Compensation:** As compensation for Contractor's services, Funder agrees to pay Contractor a fixed price fee of $42,800.00, billed at $2,675.00 per quarter for a total of sixteen (16) invoicing periods.

3. **Invoicing:** If necessary, Contractor shall invoice Funder for the compensation amount stated above. Upon receipt of invoice, Funder will process payment to Contractor within **30 days** of invoice date.

4. **Independent Contractor:** Contractor is an independent contractor, not an employee of Funder, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching Funder's objectives in entering this Contract.

5. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this contract, but only in proportion to and to the extent such liability, loss, expense, attorney's 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 or employees. Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

6. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California.

7. **Cancellation:** Either party shall have the right to cancel this Contract upon thirty (30) days advance written notice.

8. **Termination:** This Contract may be terminated immediately for cause if either party violates any of the terms or provisions of this Contract.

9. **Insurance:** Contractor, at its own cost, will maintain, for the duration of this Contract the following insurance:

REQUIRED MINIMUM LEVELS OF COVERAGE	
Comprehensive or Commercial General Liability	$2,000,000 per occurrence and $4,000,000 aggregate $2,000,000 per person/entity for personal liability $2,000,000 contractual liability
Business Automobile Liability (owned, scheduled, non-owned or hired)	$1,000,000 per occurrence
Professional Liability (for services involving specialized skills or training)	$5,000,000 per claim
Workers' Compensation Insurance	Limits as required by law with Employers Liability limits of $1,000,000
Privacy, Technology and Data Security Liability, Cyber Liability or Technology Professional Liability	$20,000,000 per occurrence and $20,000,000 aggregate

(involving access to or storage of protected data)	

10. Upon request, Funder will be included as an Additional Insured in respect to damages and defense arising from activities performed by or on behalf of Contractor. Additional Insured status shall be evidenced by a Certificate of Insurance, provided upon written request.

11. **Modification:** Any modifications of the terms and/or conditions of this contract shall be made in written agreement by both parties.

12. **Partial Invalidity**: If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

13. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Michael Staszel, D.O., P.A., related to Ryan White PartC program; effective April 1, 2025; not to exceed $22,500.00; (No General Fund Impact) (RWPARTC); approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair sign an agreement between the Public Health Agency and Michael Staszel, D.O., P.A., related to the Ryan White Part C Program for FY 25/26, for $22,500.00 beginning April 1, 2025, and ending March 31, 2026.

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 sign an agreement between Plumas County Public Health Agency and Michael Staszel, D.O., P.A.; effective April 1, 2025; not to exceed $22,500.00; (No General Fund Impact) (RWPARTC); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (RWPARTC)

Attachments:

1. PARTC2526STASZEL

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. This contract is under scrutiny of approval for funding for the grant cycle of 2025 to 2028. Under the circumstances of non-approval, this contract is null and void.

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 Michael Staszel, DO, PA, a S 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. Attendance. Subcontractor agrees to contact County in the event of taking time off that impacts normal work duties, especially when this will be for any extended amount of time.

3. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the award's expectations.

    a. Participation is required for annual monitoring visits to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice.

        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.

b. Plumas County Public Health Agency will review the HIV Care Connect (HCC) system compliance in which all client's information and documentation is updated bi-weekly throughout the award period.

1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

4. 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 Twenty-Two Thousand Five Hundred Dollars ($22,500.00).

5. Term. The term of this agreement shall be from April 1, 2025, through March 31, 2026, unless terminated earlier as provided herein.

6. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

7. 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.

8. 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.

9. 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.

10. 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 by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

11. 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

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.

12. 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.

13. 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.

14. 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 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.

15. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

16. 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.

17. Choice of Law. The laws of the State of California shall govern this agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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:

Michael Staszel, DO, PA
822 Pine Street
Mt Shasta, CA 96067

25. 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.

26. 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.

27. 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.

28. 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).

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.

29. 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.

30. 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.

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	10-11
B	Fee Schedule	12
B-1	Subcontractor Budget	13
Attachment 1	Business Associate Agreement	14-20
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	21
Attachment 3	Darfur Contracting Act	22
Attachment 4	Subcontractor Certification Clause	23
C	General Terms and Conditions	24-27
D(F)	Special Terms and Conditions with Attachments 1 & 2	28-54
E	Additional Provisions	55-56
G	Information Privacy and Security Requirements with Attachment 1	57-67

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUBCONTRACTOR:

Michael Staszel, DO, PA, a S Corporation

By: _____
Michael Staszel, DO, PA
CEO, CFO
Date signed:

COUNTY:

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

By: _____
Nicole Reinert
Director, Public Health Agency
Date signed:

By: _____
Kevin Goss
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

The subcontractor shall:

1. Serve as a medical provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with HIV consultant to 20-24 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Primary Care Physician Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and case conference with the EIS patient coordinator and HIV consultant during 6 HIV clinic days and develop a system for consulting with HIV and other specialty providers via phone, email, and/or telemedicine as needed in between assigned clinic days.
3. Participate in patient chart review with HIV consultant, participate in HRSA Site Visits, and administrative agent site visits.
4. Participate in quarterly continuous quality improvement meetings and quality improvement projects.

Current Quality Measurement goals include:
85% of HIV+ women will receive annual PAP screening
85% of all HIV patients will have documented HCV status in the chart/HCC database.
75% of all HIV patients will have Hepatitis B immunity documented in chart/HCC
75% of all HIV patients using tobacco will receive cessation education & information
75% of all HIV patients will achieve viral load suppression <200 copies
80% of all HIV patients will be retained in care – New patients seen every 4 months.
Ongoing patients are seen every 6 months.

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 client data as needed to the EIS patient coordinator for required reports to HRSA.
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 the Subcontractor's Budget.
    a. Final invoices for Quarter 4 submitted by April 15th
C. Provide PCPHA with a copy of the provider's license and proof of medical liability insurance.
D. Bi-annual attendance at MCHAC meetings and report on the program.

HIV Early Intervention Services (EIS) Primary Care Physician Job Description:

Job Title: EIS Primary Care Physician

Job Summary: This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with the EIS HIV Specialist/Consultant.

Job Duties and Responsible Ties:

- Examines and diagnoses patients referred to the EIS Program; determines and recommends the type of medical treatment needed. Provides information on causes and prevention of disease, high-risk behavior, growth, and development.
- Refers patients to appropriate sources of additional treatment.
- Participates in EIS Multi-disciplinary team.
- Provides consultation to local primary care providers regarding HIV treatment and care.
- Review medical literature to benefit specific patients' conditions.
- Participates in training of clinic staff

Knowledge and Abilities:

- Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.
- Knowledge of current developments in the field of HIV primary care and community HIIV care resources.
- Knowledge of health services organization and procedures.
- Ability to direct and coordinate the work of subordinate personnel.
- Ability to establish and maintain effective working relationships with administrative, medical, and non-medical staff, patients, and the general public.
- Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

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 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 Subcontractors' name and Agreement Number.
    c. Identify the billing and/or performance period covered on the invoice.
    d. Itemize costs; include backup documentation to support the invoice.
2. Invoice(s) Schedule:
    a. Subcontractor will submit a monthly invoice to Plumas County Public Health Agency in the amount of One Thousand Seven Hundred Fifty Dollars ($1,750.00).
3. Any invoice submitted after the fiscal year closes on March 30th 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.

Amounts Payable: The amounts payable under this agreement shall not exceed Twenty-Two Thousand Five Hundred Dollars ($22,500.00).

EXHIBIT B-1

Budget

There is a requirement to have a 98% expenditure for the total budget by the end of the fiscal year. If the Subcontractor is not on track to have this requirement met by the beginning of the 3rd 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 subrecipient 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.

Program	Part-C							
Subcontractor	Siskiyou Medical Group							
Contract Year	April 1, 2025 - March 31, 2026							
								Date Invoice Number
	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel								
Mike Stazsel, D.O.		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	102	150.000	Hrly Rte	15,274
Dale Anza, MA/Winona Beard, LVN		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	48	17.570	FTE	852
								-
								-
								-
Total Personnel								16,126
Fringe Benefits								
Mike Stazsel, D.O.		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	15,274	0.340	Fringe Rte	5,193
Dale Anza, MA/Winona Beard, LVN		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	852	0.340	Fringe Rte	290
					-			-
					-			-
					-			-
Total Fringe Benefits								5,483
Travel								
Professional Development		Continuing Education for Clinic Staff CQM	CQM	CQI management activites	-	1.000	Unit Cost	504
								-
								-
								-
Total Travel								504
Supplies								
Medical Supplies		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	387	1.000	Unit Cost	387
								-
								-
								-
Total Supplies								387
Total Subcontract								22,500

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"), Michael Staszel, DO, PA, a S Corporation, referred to herein as Business Associate ("BA"), dated April 1, 2025.

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 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 is 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 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 CF.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

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 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.

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 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	BUSINESS ASSOCIATE
County of Plumas, a political subdivision of the State of California	Michael Staszel, D.O., P.A., a S Corporation
Name: Nicole Reinert	Name: Michael Staszel, DO, PA
Title: ~~Director, Public Health Agency~~	Title: ~~CEO~~, CFO CEO
Signature: NReinert	Signature:
Date: 5/23/25	Date: 5-16-25

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.

Employee name (print)	Employee Signature	Date
Ylonda Rutherford	Ylonda Rutherford	5-13-25
Michael Staszel DO		

Supervisor name (print) — Supervisor Signature — Date

Michael Staszel DO
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

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. MS 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. MS 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. MS 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*
Michael Staszel DO	65-0956385
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Michael Staszel, DO	
Date Executed	*Executed in the County and State of*
5-13-25	Siskiyou, 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
	65-0956385

By (Authorized Signature)

Michael Staszel DO / president

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
5-16-25	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 lessor 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, 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.

GTC 610

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).)

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. 200.501audit, 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.

Michael Staszel DO	Michael Staszel
Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
5-13-25	President
Date	Title

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

California Department of Health Care Services

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	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: [signature] Print Name: Michael Staszel, DO Title: President Telephone No.: 530-926-5261 Date: 5-16-25

Federal Use Only

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 appropriateclassification 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 itis, 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 organizationallevel 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 informa*tion. 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

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 wher 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 numberslisted 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 a 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)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
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, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov 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: cdphiso@cdph.ca.gov 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 EnforcementCDPH 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
(For Non-HIPAA/HITECH Act Contracts)

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
(For Non-HIPAA/HITECH Act Contracts)

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
(For Non-HIPAA/HITECH Act Contracts)

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.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant position in the Administrative series, 1.00 FTE Administrative Assistant I/II, Office Assistant I/II/III, Fiscal Technical Services Assistant I/II/III; (No General Fund Impact)** (Realignment)**.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors authorize the Public Health Agency to recruit and fill the vacancy of one 1.00 FTE position in the Administrative series, Administrative Assistant I/II, Office Assistant I/II/III, Fiscal Technical Services Assistant I/II/III in the Public Health Department.

Background and Discussion:

Effective May 20, 2025, there is a 1.00 FTE vacant position in the Administrative series, and we request to fill an Administrative Assistant I/II, Office Assistant I/II/III, Fiscal Technical Services Assistant I/II/III position. The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant position in the Administrative series, 1.00 FTE Administrative Assistant I/II, Office Assistant I/II/III, Fiscal Technical Services Assistant I/II/III; (No General Fund Impact) (Realignment).

Fiscal Impact:

(No General Fund Impact) (Realignment)

Attachments:

1. Critical Staffing Request Administrative Series
2. Office Assistant III NS 2 2017
3. Administrative Assistant II_201408281507300165
4. Fiscal & Technical Services Assistant III_201409021220048934
5. 1-Admin & Fiscal Services
6. Fiscal & Technical Services Assistant II_201409021213495605
7. Administrative Assistant I
8. Office Assistant I NS 2017_1
9. Office Assistant II NS 2 2017
10. Fiscal & Technical Services Assistant I_201409161242227168

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Administrative 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?
  5/20/2025
- 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

dj

PLUMAS COUNTY **APPROVED:**
4/2017

OFFICE ASSISTANT III

DEFINITION

Under limited supervision, the Office Assistant III performs highly responsible, specialized, and technical office support activities; explains rules, policies, and operations related to department records, programs, and services; may serve as a lead-worker and provide training and work assignments to a group of office support staff; may conduct initial application screening interview and initiate cases through automated systems; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Office Assistant III is the advanced journey level in the Office Assistant series. Incumbents act as lead-worker to a group of office support staff, perform applicant screening in addition to other primary responsibilities, or exercise detailed subject matter knowledge of a specific and complex program area or specialized record keeping system. They are expected to be thoroughly familiar with the policies and procedures of the Department and/or program where assigned.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment

CLASSIFICATIONS DIRECTLY SUPERVISED

None

OFFICE ASSISTANT III - 2

EXAMPLES OF DUTIES

- Provides interpretation and guidance to new employees, lower level clerical staff, and coworkers on new or revised policies and procedures.
- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Takes and transmits messages.
- Coordinates, distributes, and reprioritizes work tasks to adjust to changing demands.
- Monitors the quality and timeliness of work.
- Assists others with complex or non-routine matters.
- Provides supervisor with feedback on employees and process improvements.
- Addresses complaints and explains regulations to customers or the public.
- Responds to inquiries regarding departmental functions, services, policies, and procedures.
- Obtains information from customers, visitors, or callers to determine appropriate resource, action, document, or staff referral to meet their needs.
- Explains the proper use of forms and documents.
- Operates a variety of standard office equipment.
- Composes correspondence, reports, memos, and other documents.
- Reviews and processes forms/documents in accordance with established guidelines and procedures.
- Monitors and updates manual or electronic files.
- Compiles information to respond to questions or address issues.
- Reviews submitted forms or applications to verify accuracy and completeness.
- Operates automated systems or other department-specific computer systems.
- Performs a variety of financial and fiscal recordkeeping, including maintenance of summary account expenditures, accounts, receivable, and accounts payable records.
- Assists with the preparation and control of budgets.
- Records and logs invoices and claims.
- Prepares documents and publications.
- Establishes types and proofreads documents and materials.
- Tabulates data and verifies totals.
- May work on publications and special reports.
- May assist with child payment claims.
- May assist with public assistance records.
- May prepare and issue permits.
- Performs a wide variety of office and program support assignments.
- Performs special assignments and projects as delegated.
- May have responsibility for organizing the development and distribution of parent support and resource/referral information.
- Operates a computer, using word-processing, spreadsheet, and other software.
- Operates office equipment.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- General office functions, procedures, equipment, and filing systems.
- General goals and purposes of department programs, services, and operations.
- Policies and procedures of the Department and unit where assigned.
- Thorough knowledge of specialized areas of office support where assigned.
- Proper English grammar, spelling, and punctuation.
- Standard formats and vocabulary used in business correspondence.
- Basic supervisory and training and development principles and practices.
- State, County, or Department computer systems.
- Word processing, spreadsheet, database, email, calendaring programs, and automated systems.
- Modern office practices, methods, and procedures.
- Fiscal, account, and budget recordkeeping.
- Computers and software used in office and program support assignments.
- Basic mathematics.

Ability to:

- Explain policies, procedures, and regulations governing program operations.
- Analyze situations involving complex rules and regulations and demonstrate good judgment when resolving differences.
- Provide effective verbal and written instruction to others.
- Prioritize, plan, and organize one's own work.
- Conduct interviews and record information simultaneously.
- Quickly and accurately enter and retrieve data using an automated data system.
- Identify and correct inaccurate or inconsistent information.

Ability To – continued:

- Interact with individuals from various educational, socioeconomic, and ethnic backgrounds.
- Provide direction to and train subordinate staff.
- Work cooperatively as part of a team.
- Listen attentively and understand oral information provided.
- Maintain flexibility in daily activities and decision making.
- Perform a variety of specialized office assistance assignments with minimal guidance and supervision.
- Interpret and apply the policies and procedures of the office where assigned.
- Perform fiscal, account, and budget recordkeeping.
- Accurately type 45 words per minute.
- Operate a computer, using word-processing and other software as appropriate.
- Operate and use office equipment.
- Follow oral and written directions.
- Deal tactfully and courteously with other County staff and the public, providing information and responding to concerns about the Department and/or program where assigned.
- Establish and maintain cooperative working relationships.

Training and Experience:
Qualifications needed for this position:

Two (2) years of office assistance experience, performing assignments comparable to those of an Office Assistant II with Plumas County;

OR

Two (2) years of full-time experience performing clerical duties in an office environment, including one (1) year at the journey level.

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

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

ADMINISTRATIVE ASSISTANT II

DEFINITION

Under direction, to serve as primary 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 is the advanced specialized working level in the Administrative Assistant class series. Positions provide a variety of administrative, staff, and office management support for an assigned County Department, large work unit, or County Board or Commission. Incumbents report directly to the Department Head or major unit administrator with broad program responsibilities. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Department or unit of assignment.

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 II – 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 word processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

ADMINISTRATIVE ASSISTANT II – 3

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.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

KOWLEDGE OF:

- County of policies, rules, and regulations.
- Laws, rules and regulations affecting assigned program functions and services.
- Budget development and control.
- 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.

ADMINISTRATIVE ASSISTANT II – 4

ABILITY TO CONTINUE:

- 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.

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 (1) year of responsible experience performing a variety of administrative and office support work at a level equivalent to Administrative Assistant I with Plumas County.

SPECAIL REQUIRMENTS: 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.

FISCAL AND TECHNICAL SERVICES ASSISTANT III

DEFINITION

Under general supervision, to have assigned responsibility for a specialized area of account, statistical, or technical record keeping work in connection with the maintenance of assessment roll, financial, public works, social services, solid waste, tax, treasury or other records; to specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to provide lead supervision and work direction for other staff; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the highest working level and/or lead supervision level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of the most advanced and complex financial, statistical, assessment roll, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They are also required to provide specialized and technical public assistance. They may be assigned lead supervision and/or work coordination responsibilities for other staff. This class is distinguished from Fiscal and Technical Services Assistant II by the performance of more complex assignments and/or the assignment of lead responsibilities.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide lead direction and work coordination for other staff.

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, public works, social services, solid waste, or fiscal records.
- Performs a variety of the most complex and technical assignments in assessment roll, public works, social services, solid waste, tax collection, treasurer, or fiscal and statistical recordkeeping and support work.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, solid waste, treasury, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Prepares financial, statistical, or other special reports.
- Compiles budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax .
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May assist with safeguarding money in the County Treasury.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- May serve as "Chief Deputy Registrar" with responsibility for the vital statistics function in the Public Health Department.
- Evaluates a variety of information and data for accuracy, compliance, and completeness .
- Performs a variety of office assistance assignments.
- Provides information to others.
- May provide lead direction and work coordination for other staff.
- Operates office equipment and computers.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, public works, social services, solid waste, tax, assessment roll or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, public works, social services, solid waste assessments, treasurer functions, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of lead direction and work coordination.

Ability to:

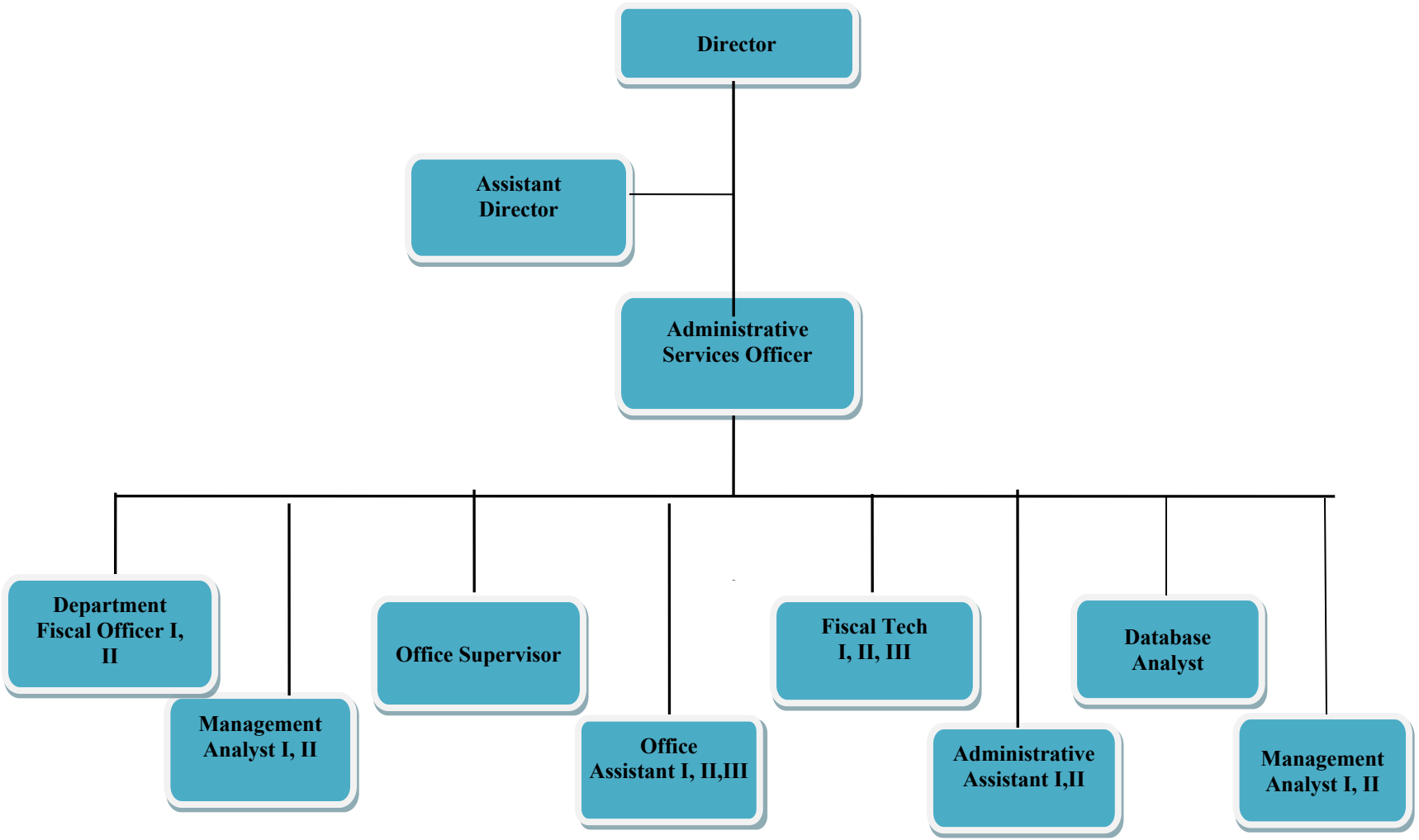
- Perform a variety of the most complex specialized financial, statistical, tax collector, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide lead supervision and work coordination for other staff.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, Public Works, Social Services, Solid Waste Planning, or other assigned areas.
- 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. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of experience in performing specialized financial, statistical, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant II with Plumas County.

Special Requirements: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION
1



07/01/2021

FISCAL AND TECHNICAL SERVICES ASSISTANT II

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the second working level in the Fiscal and Technical Services Assistant class series. Incumbents have responsibility for performing a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to assist with specialized and technical public assistance. Assignments are similar to those of a Fiscal and Technical Services Assistant I, however employees work with greater independence and initiative. Responsibilities include serving as a source of in-depth information for a work assignment area and the public.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records .
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax .
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of library assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness .
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, practices, and procedures of financial, statistical, tax, library, public works, social services, solid waste, assessment roll, or other specialized recordkeeping.
- Policies, laws, rules, and regulations applicable to a special assignment area such as County Auditor's office functions, County tax collection, treasurer functions, library operations, public works, social services, solid waste assessments, Assessor's, or other specialized records.
- Policies and procedures of the work area where assigned.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

Ability to:

- Perform a variety of specialized financial, statistical, library, public works, social services, solid waste, tax collector, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the

County Library, Public Works, Social Services, Solid Waste Planning, or other assigned areas.
- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES ASSISTANT II - 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:

One (1) year of experience in performing specialized financial, statistical, library, public works, social services, solid waste, treasurer, tax collection, or assessment roll recordkeeping, technical support, and public assistance work comparable to that of an Fiscal and Technical Services Assistant I with Plumas County.

Special Requirements: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

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 **APPROVED:**
4/2017

OFFICE ASSISTANT I

DEFINITION

Performs a variety of general or specialized clerical duties related to filing, reception, form processing, record maintenance, mail, typing or data entry; obtains and compares information related to department records, programs, and services; may perform the initial applicant screening as an incidental function and initiate cases through the department's automated system; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Working under close supervision, Office Assistant I is the entry/trainee level in the Office Assistant series. Employees in this class receive in-service training and are given detailed instructions in the performance of routine clerical duties related to filing, reception, form processing, record maintenance, mail, and typing or data entry and performs tasks that are more structured and repetitive than those assigned to level II.

As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Unless a position is permanently allocated to level I due to the nature of the work, employees are expected to promote to the Office Assistant II level after one year of satisfactory performance at the trainee level.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment

CLASSIFICATIONS DIRECTLY SUPERVISED

None

OFFICE ASSISTANT I - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Takes and transmits messages.
- Addresses complaints and explains regulations to customers or the public using tact and diplomacy.
- Responds to inquiries regarding departmental functions, services, policies, and procedures.
- Obtains information from customers, visitors, or callers to determine appropriate resource, action, document, or staff referral to meet their needs.
- Explains the proper use of forms and documents.
- Prepares items for mailing and sorts and distributes incoming mail according to established guidelines and procedures.
- Operates multiline telephone system including answering calls, transferring calls, and taking messages.
- Schedules customer appointments and maintains schedules for technical or professional staff.
- Composes correspondence, reports, memos, and other documents.
- Reviews and processes forms/documents in accordance with established guidelines and procedures.
- Monitors and updates manual or electronic files.
- Operates a variety of standard office equipment.
- Compiles information to respond to questions or address issues.
- Reviews submitted forms or applications to verify accuracy and completeness.
- Operates automated systems, or other department-specific computer systems.
- May assist with basic financial recordkeeping.
- Maintains accurate department and customer records.
- Performs initial screening of applications for departmental services.
- Receives, sorts, and distributes mail.
- Maintains inventories of informational material.
- Assists with maintaining work time, invoice, work order information, and a variety of office files and records.
- Performs a variety of office assistant assignments.
- Performs related duties as assigned.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

OFFICE ASSISTANT I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- General office functions, procedures, equipment, and filing systems.
- General goals and purposes of department programs, services, and operations.
- English grammar, spelling, and punctuation.
- Word processing, spreadsheet, database, email, calendaring programs, and automated systems.
- Basic mathematics.

Ability to:

- Explain policies, procedures, and regulations governing program operations.
- Learn and apply the policies and procedures of the office where assigned.
- Analyze situations involving rules and regulations and demonstrate good judgment when making decisions.
- Quickly and accurately enter and retrieve data using an automated system.
- Communicate effectively orally and in writing.
- Interact with individuals from various educational, socioeconomic, and ethnic backgrounds
- Work cooperatively as part of a team.
- Identify and correct inaccurate or inconsistent information.
- Listen attentively and understand oral information provided.
- Prioritize, plan, and organize one's own work.
- Maintain professional relations at all times and maintain good public relationships
- Accurately type 45 words per minute.

Training and Experience:
Qualifications needed for this position:

Experience and/or training in an office setting, paid or unpaid, related to filing, reception, processing mail, typing, data entry, answering telephones, assisting the public or other office support duties.

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

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

PLUMAS COUNTY **APPROVED:**
4/2017

OFFICE ASSISTANT II

DEFINITION

Under general Supervision, performs a variety of general or specialized office assistant duties related to filing, reception, form processing, record maintenance, mail, typing or data entry; obtains and compares information related to department records, programs, and services; may perform the initial applicant screening as an incidental function and initiate cases through the department's automated system; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Office Assistant II is the journey level in the Office Assistant series. Employees at this level are expected to be fully qualified and able to perform difficult and responsible office support work within the framework of established work methods and procedures and to use independent judgment in selecting and applying specific references, procedures, sequences, and alternatives to different work situations, referring non-procedural questions to the supervisor. Positions in this class are flexibly staffed and are normally filled by advancement from the lower level of Office Assistant I, or if filled from the outside, require prior related experience.

Job assignments are performed with minimal guidance and supervision. This class may be also be used as a training class for entry into the Fiscal and Technical Services Assistant class series.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment

CLASSIFICATIONS DIRECTLY SUPERVISED

None

OFFICE ASSISTANT II - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Addresses complaints and explains regulations to customers or the public.
- Responds to inquiries regarding departmental functions, services, policies, and procedures.
- Obtains information from customers, visitors, or callers to determine appropriate resource, action, document, or staff referral to meet their needs.
- Explains the proper use of forms and documents.
- Prepares items for mailing and sorts and distributes incoming mail according to established guidelines and procedures.
- Operates multiline telephone system including answering calls, transferring calls, and taking messages.
- Schedules customer appointments and maintains schedules for technical or professional staff.
- Composes correspondence, reports, memos, and other documents.
- Reviews and processes forms/documents in accordance with established guidelines and procedures.
- Monitors and updates manual or electronic files.
- Operates a variety of standard office equipment.
- Compiles information to respond to questions or address issues.
- Reviews submitted forms or applications to verify accuracy and completeness.
- Operates automated systems, or other department-specific computer systems.
- Maintains accurate department and customer records.
- Performs initial screening of applications for departmental services.
- Performs related duties as assigned.

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

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

OFFICE ASSISTANT II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Policies and procedures of the Department and unit where assigned.
- General goals and purposes of department programs, services, and operations.
- General office functions, procedures, equipment, and filing systems.
- Correct English usage, spelling, grammar, and punctuation.
- Word processing, spreadsheet, database, email, calendaring programs, and automated systems.
- Filing and information retrieval systems.
- Basic Mathematics

Ability to:

- Explain policies, procedures, and regulations governing program operations.
- Analyze situations involving rules and regulations and demonstrate good judgment when making decisions.
- Quickly and accurately enter and retrieve data using an automated system.
- Communicate effectively orally and in writing.
- Interact with individuals from various educational, socioeconomic, and ethnic backgrounds.
- Work cooperatively as part of a team.
- Identify and correct inaccurate or inconsistent information.
- Listen attentively and understand oral information provided.
- Prioritize, plan, and organize one's own work.
- Perform a variety of office assistance assignments with minimal guidance and supervision.
- Interpret and apply the policies and procedures of the office where assigned.
- Accurately type 45 words per minute.
- Operate a computer, using word-processing and other software as appropriate.
- Operate and use office equipment.
- Follow oral and written directions.
- Deal tactfully and courteously with other County staff and the public, providing information and responding to concerns about the Department and/or program where assigned.
- Establish and maintain cooperative working relationships.

Training and Experience:

Qualifications needed for this position:

One year of office assistance experience, performing assignments comparable to those of an Office Assistant I with Plumas County;

OR

One (1) year of full-time experience performing clerical duties in an office environment.

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

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

FISCAL AND TECHNICAL SERVICES ASSISTANT I

DEFINITION

Under general supervision, to perform a variety of account, statistical, and specialized technical recordkeeping work in connection with the maintenance of assessment roll, financial, library, public works, social services, solid waste, tax, treasury, or other records; to review specialized documents for sufficiency and accuracy, assisting the public or other County staff with application and specialized Department procedures; to learn and provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first working level in the Fiscal and Technical Services Assistant class series. Incumbents learn and perform a variety of financial, statistical, assessment roll, library, public works, social services, solid waste, tax, treasurer, or other specialized recordkeeping work requiring substantial work background and experience in the area of assignment. They may also be assigned to provide specialized and technical public assistance. Incumbents in this class are expected to have substantial general office support and public assistance experience and be capable of quickly learning a specialized and technical support area. When sufficient knowledge has been demonstrated and experience requirements are met they may expect promotion to Fiscal and Technical Services Assistant II. Assignments are similar to those of a Fiscal and Technical Services Assistant II, however, employees work with less independence and closer supervision than a Fiscal and Technical Services Assistant II.

REPORTS TO

A wide variety of County supervisory or management positions, depending upon the Department or program area of assignment.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 2

EXAMPLES OF DUTIES

- Serves as an office receptionist greeting office visitors and answering the telephone, providing information and referring calls and visitors to others.
- Provides specialized public assistance regarding assessment roll information, County taxes, library, public works, social services, solid waste, or fiscal records.
- Establishes and maintains computer database information.
- Learns and keeps a variety of financial, statistical, or other specialized records.
- Posts information to assessment roll, fiscal, library, solid waste, treasurer, or tax records.
- Verifies purchase orders.
- Assists with the maintenance of work and time records.
- May compute and prepare bills for services and/or taxes.
- Receives monies and maintains receipt records.
- Balances cash received and prepares deposits.
- Keeps subsidiary ledgers.
- Assists with the preparation of financial, statistical, or other special reports.
- Assists with the compilation of budget information.
- May process a variety of claims.
- Prepares warrants.
- May process and maintain information on supplemental tax refunds, public defender payments, or jury payments.
- Prepares and balances daily bank account records.
- Maintains proper documentation for investment portfolios, including receiving, verifying, and depositing interest earnings.
- Prepares and distributes forms and processes payments for the transient occupancy tax.
- Processes improvement bond payments and maintains communication with bondholders.
- Processes and validates payment of County warrants.
- Receives deposits from County departments, maintains records, and issues receipts.
- May process audio and video cassettes for the library collection.
- May provide a variety of assistance with library functions, including the circulation desk.
- May perform on-site inspections of residential and commercial property for the purpose of solid waste assessments.
- May review maps, legal descriptions, and other data for changes in land use.
- Evaluates a variety of information and data for accuracy, compliance, and completeness.
- Performs a variety of office assistance assignments.
- Provides information to others.
- Operates office equipment and computers.

FISCAL AND TECHNICAL SERVICES ASSISTANT I - 3

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 office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is normally performed in an office environment; some positions may also have outdoor assignments; contact with staff and the public.

KNOWLEDGE OF

- General knowledge of financial, statistical, library, public works, social services, solid waste, tax, assessment roll, or other specialized recordkeeping.
- Account and fiscal recordkeeping.
- Modern office methods, practices, and procedures.
- Correct English usage, spelling, grammar, and punctuation.
- Mathematics.

ABILITY TO

- Learn and perform a variety of specialized financial, statistical, tax collector, library, public works, social services, solid waste, treasurer, assessment roll, or other specialized recordkeeping assignments.
- Provide technical support for an assigned area of County government.
- Interpret and apply the policies and procedures of the Department and work unit where assigned.
- Assist with the preparation of financial statements or other specialized reports.
- Read and interpret maps or other special documents.
- Make mathematical calculations quickly and accurately.
- Operate a computer and appropriate software, including database information.
- Follow oral and written directions.
- Maintain good public relations.
- Tactfully and courteously provide a variety of public assistance with tax collection activities, treasury functions, Assessor operations, Auditor/Controller activities, the County Library, Public Works, Social Services, Solid Waste Planning, or other assigned area.

- Establish and maintain cooperative working relationships.

FISCAL AND TECHNICAL SERVICES 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:

Two (2) years of experience in performing general office support and public assistance work similar to Office Assistant II with Plumas County.

SPECAIL REQUIREMENTS:

Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

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

FROM: **Martee Nieman, Auditor-Controller**

MEETING DATE: **June 3, 2025**

SUBJECT: **Approve and authorize supplemental budget transfer(s) of 1,180,300.00 from 20140/48001 (Transfer-In1) to 20140/529350 (Interest on Loan, 20140/529506 (Principal on Loan), and 20031/583180 (Contributions Transfer Debt Service) to cover the over-budget costs associated with the first debt service payment on solar and HVAC Engie Project; (General Fund Impact); FY2024/2025 budget to pay principal and interest payments weren't established as bond issuance was completed after adopting the budget. A delay in these payments would cause a default on bond issuance, approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer(s) of $1,180,300.00 from 20140/48001 (Transfer-In1) to 20140/529350 (Interest on Loan, 20140/529506 (Principal on Loan), and 20031/583180 (Contributions Transfer Debt Service) to cover the over-budget costs associated with the first debt service payment on solar and HVAC Engie Project; (General Fund Impact); FY2024/2025 budget to pay principal and interest payments weren't established as bond issuance was completed after adopting the budget. A delay in these payments would cause a default on bond issuance, approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Budget authority is needed to transfer funds to cover first debt service payments in Solar and HVAC Engie Projects.

Action:

Approve and authorize supplemental budget transfer(s) of $1,180,300.00 from 20140/48001 (Transfer-In1) to 20140/529350 (Interest on Loan, 20140/529506 (Principal on Loan), and 20031/583180 (Contributions Transfer Debt Service) to cover the over-budget costs associated with the First Debt Service Payment on solar and HVAC Engie Project; (General Fund Impact); FY2024/2025 budget to pay principal and interest payments weren't established as bond issuance was completed after adopting the budget. A delay in these payments would cause a default on bond issuance, approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact of $590,150.00

Attachments:

1. Item No. 3.A.1.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Capital Improve HVAC Dept. No: 20142 Date 5/23/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0096	20140	48001	Transfer-In1	590,150.00
0001	00000	3000	Use of Fund Balance	590,150.00
			Total (must equal transfer to total)	1,180,300.00

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0096	20140	529350	Interest on Loan	310,150.00
0096	20140	529506	Principal on Loan	280,000.00
0001	20031	583180	Contrib Trans Debt Svc	590,150.00
			Total (must equal transfer to total)	1,180,300.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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) Budget authority is needed to transfer funds to cover first debt service payments on Solar and HVAC Engie Projects

B) FY 2024-2025 budget to pay principal and interest payments weren't established as bond issuance was completed after adopting the budget.

C) Delay in payments would cause default on bond issuance

D) Not applicable

Approved by Department Signing Authority: _____

X 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.

BOND DEBT SERVICE

County of Plumas
2024 Equipment Lease Purchase Agreement

Dated Date 09/25/2024
Delivery Date 09/25/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
09/25/2024						8,460,000	8,460,000
06/01/2025	240,000	4.580%	264,769.80	504,769.80		8,220,000	8,220,000
06/30/2025					504,769.80	8,220,000	8,220,000
12/01/2025			188,238.00	188,238.00		8,220,000	8,220,000
06/01/2026	280,000	4.580%	188,238.00	468,238.00		7,940,000	7,940,000
06/30/2026					656,476.00	7,940,000	7,940,000
12/01/2026			181,826.00	181,826.00		7,940,000	7,940,000
06/01/2027	295,000	4.580%	181,826.00	476,826.00		7,645,000	7,645,000
06/30/2027					658,652.00	7,645,000	7,645,000
12/01/2027			175,070.50	175,070.50		7,645,000	7,645,000
06/01/2028	305,000	4.580%	175,070.50	480,070.50		7,340,000	7,340,000
06/30/2028					655,141.00	7,340,000	7,340,000
12/01/2028			168,086.00	168,086.00		7,340,000	7,340,000
06/01/2029	320,000	4.580%	168,086.00	488,086.00		7,020,000	7,020,000
06/30/2029					656,172.00	7,020,000	7,020,000
12/01/2029			160,758.00	160,758.00		7,020,000	7,020,000
06/01/2030	335,000	4.580%	160,758.00	495,758.00		6,685,000	6,685,000
06/30/2030					656,516.00	6,685,000	6,685,000
12/01/2030			153,086.50	153,086.50		6,685,000	6,685,000
06/01/2031	350,000	4.580%	153,086.50	503,086.50		6,335,000	6,335,000
06/30/2031					656,173.00	6,335,000	6,335,000
12/01/2031			145,071.50	145,071.50		6,335,000	6,335,000
06/01/2032	365,000	4.580%	145,071.50	510,071.50		5,970,000	5,970,000
06/30/2032					655,143.00	5,970,000	5,970,000
12/01/2032			136,713.00	136,713.00		5,970,000	5,970,000
06/01/2033	385,000	4.580%	136,713.00	521,713.00		5,585,000	5,585,000
06/30/2033					658,426.00	5,585,000	5,585,000
12/01/2033			127,896.50	127,896.50		5,585,000	5,585,000
06/01/2034	400,000	4.580%	127,896.50	527,896.50		5,185,000	5,185,000
06/30/2034					655,793.00	5,185,000	5,185,000
12/01/2034			118,736.50	118,736.50		5,185,000	5,185,000
06/01/2035	420,000	4.580%	118,736.50	538,736.50		4,765,000	4,765,000
06/30/2035					657,473.00	4,765,000	4,765,000
12/01/2035			109,118.50	109,118.50		4,765,000	4,765,000
06/01/2036	440,000	4.580%	109,118.50	549,118.50		4,325,000	4,325,000
06/30/2036					658,237.00	4,325,000	4,325,000
12/01/2036			99,042.50	99,042.50		4,325,000	4,325,000
06/01/2037	460,000	4.580%	99,042.50	559,042.50		3,865,000	3,865,000
06/30/2037					658,085.00	3,865,000	3,865,000
12/01/2037			88,508.50	88,508.50		3,865,000	3,865,000
06/01/2038	480,000	4.580%	88,508.50	568,508.50		3,385,000	3,385,000
06/30/2038					657,017.00	3,385,000	3,385,000
12/01/2038			77,516.50	77,516.50		3,385,000	3,385,000
06/01/2039	505,000	4.580%	77,516.50	582,516.50		2,880,000	2,880,000
06/30/2039					660,033.00	2,880,000	2,880,000
12/01/2039			65,952.00	65,952.00		2,880,000	2,880,000
06/01/2040	525,000	4.580%	65,952.00	590,952.00		2,355,000	2,355,000
06/30/2040					656,904.00	2,355,000	2,355,000
12/01/2040			53,929.50	53,929.50		2,355,000	2,355,000
06/01/2041	550,000	4.580%	53,929.50	603,929.50		1,805,000	1,805,000
06/30/2041					657,859.00	1,805,000	1,805,000
12/01/2041			41,334.50	41,334.50		1,805,000	1,805,000
06/01/2042	575,000	4.580%	41,334.50	616,334.50		1,230,000	1,230,000
06/30/2042					657,669.00	1,230,000	1,230,000
12/01/2042			28,167.00	28,167.00		1,230,000	1,230,000
06/01/2043	600,000	4.580%	28,167.00	628,167.00		630,000	630,000
06/30/2043					656,334.00	630,000	630,000
12/01/2043			14,427.00	14,427.00		630,000	630,000
06/01/2044	630,000	4.580%	14,427.00	644,427.00			
06/30/2044					658,854.00		
	8,460,000		4,531,726.80	12,991,726.80	12,991,726.80		

BOND DEBT SERVICE

County of Plumas
2024 Equipment Lease Purchase Agreement

Dated Date	09/25/2024
Delivery Date	09/25/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/30/2025	240,000	4.580%	264,769.80	504,769.80	8,220,000	8,220,000
06/30/2026	280,000	4.580%	376,476.00	656,476.00	7,940,000	7,940,000
06/30/2027	295,000	4.580%	363,652.00	658,652.00	7,645,000	7,645,000
06/30/2028	305,000	4.580%	350,141.00	655,141.00	7,340,000	7,340,000
06/30/2029	320,000	4.580%	336,172.00	656,172.00	7,020,000	7,020,000
06/30/2030	335,000	4.580%	321,516.00	656,516.00	6,685,000	6,685,000
06/30/2031	350,000	4.580%	306,173.00	656,173.00	6,335,000	6,335,000
06/30/2032	365,000	4.580%	290,143.00	655,143.00	5,970,000	5,970,000
06/30/2033	385,000	4.580%	273,426.00	658,426.00	5,585,000	5,585,000
06/30/2034	400,000	4.580%	255,793.00	655,793.00	5,185,000	5,185,000
06/30/2035	420,000	4.580%	237,473.00	657,473.00	4,765,000	4,765,000
06/30/2036	440,000	4.580%	218,237.00	658,237.00	4,325,000	4,325,000
06/30/2037	460,000	4.580%	198,085.00	658,085.00	3,865,000	3,865,000
06/30/2038	480,000	4.580%	177,017.00	657,017.00	3,385,000	3,385,000
06/30/2039	505,000	4.580%	155,033.00	660,033.00	2,880,000	2,880,000
06/30/2040	525,000	4.580%	131,904.00	656,904.00	2,355,000	2,355,000
06/30/2041	550,000	4.580%	107,859.00	657,859.00	1,805,000	1,805,000
06/30/2042	575,000	4.580%	82,669.00	657,669.00	1,230,000	1,230,000
06/30/2043	600,000	4.580%	56,334.00	656,334.00	630,000	630,000
06/30/2044	630,000	4.580%	28,854.00	658,854.00		
	8,460,000		4,531,726.80	12,991,726.80		

BOND DEBT SERVICE

County of Plumas
2024 Lease / Leaseback

Dated Date 09/25/2024
Delivery Date 09/25/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
09/25/2024						1,450,000	1,450,000
06/01/2025	40,000	4.580%	45,380.17	85,380.17		1,410,000	1,410,000
06/30/2025					85,380.17	1,410,000	1,410,000
12/01/2025			32,289.00	32,289.00		1,410,000	1,410,000
06/01/2026	50,000	4.580%	32,289.00	82,289.00		1,360,000	1,360,000
06/30/2026					114,578.00	1,360,000	1,360,000
12/01/2026			31,144.00	31,144.00		1,360,000	1,360,000
06/01/2027	50,000	4.580%	31,144.00	81,144.00		1,310,000	1,310,000
06/30/2027					112,288.00	1,310,000	1,310,000
12/01/2027			29,999.00	29,999.00		1,310,000	1,310,000
06/01/2028	55,000	4.580%	29,999.00	84,999.00		1,255,000	1,255,000
06/30/2028					114,998.00	1,255,000	1,255,000
12/01/2028			28,739.50	28,739.50		1,255,000	1,255,000
06/01/2029	55,000	4.580%	28,739.50	83,739.50		1,200,000	1,200,000
06/30/2029					112,479.00	1,200,000	1,200,000
12/01/2029			27,480.00	27,480.00		1,200,000	1,200,000
06/01/2030	55,000	4.580%	27,480.00	82,480.00		1,145,000	1,145,000
06/30/2030					109,960.00	1,145,000	1,145,000
12/01/2030			26,220.50	26,220.50		1,145,000	1,145,000
06/01/2031	60,000	4.580%	26,220.50	86,220.50		1,085,000	1,085,000
06/30/2031					112,441.00	1,085,000	1,085,000
12/01/2031			24,846.50	24,846.50		1,085,000	1,085,000
06/01/2032	65,000	4.580%	24,846.50	89,846.50		1,020,000	1,020,000
06/30/2032					114,693.00	1,020,000	1,020,000
12/01/2032			23,358.00	23,358.00		1,020,000	1,020,000
06/01/2033	65,000	4.580%	23,358.00	88,358.00		955,000	955,000
06/30/2033					111,716.00	955,000	955,000
12/01/2033			21,869.50	21,869.50		955,000	955,000
06/01/2034	70,000	4.580%	21,869.50	91,869.50		885,000	885,000
06/30/2034					113,739.00	885,000	885,000
12/01/2034			20,266.50	20,266.50		885,000	885,000
06/01/2035	70,000	4.580%	20,266.50	90,266.50		815,000	815,000
06/30/2035					110,533.00	815,000	815,000
12/01/2035			18,663.50	18,663.50		815,000	815,000
06/01/2036	75,000	4.580%	18,663.50	93,663.50		740,000	740,000
06/30/2036					112,327.00	740,000	740,000
12/01/2036			16,946.00	16,946.00		740,000	740,000
06/01/2037	80,000	4.580%	16,946.00	96,946.00		660,000	660,000
06/30/2037					113,892.00	660,000	660,000
12/01/2037			15,114.00	15,114.00		660,000	660,000
06/01/2038	80,000	4.580%	15,114.00	95,114.00		580,000	580,000
06/30/2038					110,228.00	580,000	580,000
12/01/2038			13,282.00	13,282.00		580,000	580,000
06/01/2039	85,000	4.580%	13,282.00	98,282.00		495,000	495,000
06/30/2039					111,564.00	495,000	495,000
12/01/2039			11,335.50	11,335.50		495,000	495,000
06/01/2040	90,000	4.580%	11,335.50	101,335.50		405,000	405,000
06/30/2040					112,671.00	405,000	405,000
12/01/2040			9,274.50	9,274.50		405,000	405,000
06/01/2041	95,000	4.580%	9,274.50	104,274.50		310,000	310,000
06/30/2041					113,549.00	310,000	310,000
12/01/2041			7,099.00	7,099.00		310,000	310,000
06/01/2042	100,000	4.580%	7,099.00	107,099.00		210,000	210,000
06/30/2042					114,198.00	210,000	210,000
12/01/2042			4,809.00	4,809.00		210,000	210,000
06/01/2043	105,000	4.580%	4,809.00	109,809.00		105,000	105,000
06/30/2043					114,618.00	105,000	105,000
12/01/2043			2,404.50	2,404.50		105,000	105,000
06/01/2044	105,000	4.580%	2,404.50	107,404.50			
06/30/2044					109,809.00		
	1,450,000		775,661.17	2,225,661.17	2,225,661.17		

BOND DEBT SERVICE

County of Plumas
2024 Lease / Leaseback

Dated Date	09/25/2024
Delivery Date	09/25/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
06/30/2025	40,000	4.580%	45,380.17	85,380.17	1,410,000	1,410,000
06/30/2026	50,000	4.580%	64,578.00	114,578.00	1,360,000	1,360,000
06/30/2027	50,000	4.580%	62,288.00	112,288.00	1,310,000	1,310,000
06/30/2028	55,000	4.580%	59,998.00	114,998.00	1,255,000	1,255,000
06/30/2029	55,000	4.580%	57,479.00	112,479.00	1,200,000	1,200,000
06/30/2030	55,000	4.580%	54,960.00	109,960.00	1,145,000	1,145,000
06/30/2031	60,000	4.580%	52,441.00	112,441.00	1,085,000	1,085,000
06/30/2032	65,000	4.580%	49,693.00	114,693.00	1,020,000	1,020,000
06/30/2033	65,000	4.580%	46,716.00	111,716.00	955,000	955,000
06/30/2034	70,000	4.580%	43,739.00	113,739.00	885,000	885,000
06/30/2035	70,000	4.580%	40,533.00	110,533.00	815,000	815,000
06/30/2036	75,000	4.580%	37,327.00	112,327.00	740,000	740,000
06/30/2037	80,000	4.580%	33,892.00	113,892.00	660,000	660,000
06/30/2038	80,000	4.580%	30,228.00	110,228.00	580,000	580,000
06/30/2039	85,000	4.580%	26,564.00	111,564.00	495,000	495,000
06/30/2040	90,000	4.580%	22,671.00	112,671.00	405,000	405,000
06/30/2041	95,000	4.580%	18,549.00	113,549.00	310,000	310,000
06/30/2042	100,000	4.580%	14,198.00	114,198.00	210,000	210,000
06/30/2043	105,000	4.580%	9,618.00	114,618.00	105,000	105,000
06/30/2044	105,000	4.580%	4,809.00	109,809.00		
	1,450,000		775,661.17	2,225,661.17		

PLUMAS COUNTY
FAIR
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: June 3, 2025

SUBJECT: Fair

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:
None

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Review and approve Outdoor Music Festival Permits for Sunset Campout-June 20-23, 2025 and Priceless Festival-July 10-13, 2025 in Belden, CA**

Recommendation:
Review and approve Outdoor Music Festival Permits for Sunset Campout-June 20-23, 2025 and Priceless Festival-July 10-13, 2025 in Belden, CA

Background and Discussion:
Plumas County requires Outdoor Music Festivals to complete an application in accordance to Plumas County Ordinance No. 15-1096 and No. 16-1100. All affected County Departments review and approve each application. Completed applications are then passed on to outside agencies for their review. If all mentioned parties find no problems or concerns, a Notice of Public Hearing is posted. With that notice posted May15, 2025, these applications are now presented to the Board of Supervisors for any public comment, review and approval.

Action:

Review and approve Outdoor Music Festival Permits for Sunset Campout-June 20-23, 2025 and Priceless Festival-July 10-13, 2025 in Belden, CA

Fiscal Impact:

No General Fund impact

Attachments:
1. 2025 Priceless Festival
2. 2025 Sunset Campout

Docusign Envelope ID: 50C0559F-D94B-477B-B53F-2385C8035F89

PLUMAS COUNTY FAIR USE ONLY
Completeness Verified by _____
Date Received _____
Receipt No. _____ $ _____

OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Fair Manager
   204 Fairgrounds Road
   Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of $1,000.00.
4. Make the check payable to Plumas County Fair

A. Applicant (s)

Applicants Name False Profit Inc: Sasha Yee

Residence Address 584 Castro St #2293, San Francisco, CA 94114-2512

Mailing Address 584 Castro St #2293, San Francisco, CA 94114-2512

Telephone Number (415) 993-2678

Business Address and Telephone Number (If different from above) _____

*Applicant must be the promotor of the event

B. Owner (s)

(Attach additional sheets if necessary)

Name Jody and Jamie Coffman

Mailing Address Belden Town Resort and Lodge 14785 Belden Town Rd, Belden, CA 95915

Telephone (530) 283 9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge 14785 Belden Town Road, Belden, CA 95915 and 'Jack's Place' 25311 Hwy 70, Twain, CA 95984

Nearest town Twain

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: July 9, 2025

Dates of Actual Event: July 10 2025 - July 13, 2025

Dates of Post Even Activities: July 14, 2025

Hours of Event Activities for each day of Event: 24/7

E. Number of Attendees and Staff

Number of Spectators/Participants and Staff for each day of Event:

We expect a total of 1000-1150 individuals, including all staff, artist, vendors, and ticket holders.

F. Maps and Diagrams

Provide maps or diagrams showing the following:

(a) Location of the property on which the proposed event and all related activities will be held.
(b) Location of adjacent roads, lots, and residences
(c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
(d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
(e) Location and orientation of loudspeakers
(f) Location, style, wattage and orientation of all temporary lighting
(g) Location of camping or other overnight areas
(h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

G. Program and Plans

Complete the required information for the programs and plans listed on the following pages. Use additional sheets if necessary. The Fair Manager will circulate these plans to the appropriate County Departments for review and approval.

I. Signature(s) of Applicant(s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

DocuSigned by:
Sasha Yee
D7AFDE825F954CC...
CFO

Signature

3/4/2025

Date

Signature

Date

Belden Town Resort
14785 Belden Town Road
Belden, CA 95915

To whom it may concern:

I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for Priceless Music Festival to take place on JULY 10-13, 2025 at Belden Town Resort (14785 Belden Town Road, Belden, CA 95915) and Jack's Place for parking (25311 Hwy 70, Twain CA, 95984).

Thank you,

Ivan Coffman (sign)

IVAN COFFMAN (print)

2-15-25 (date)

Docusign Envelope ID: 50C0559F-D94B-477B-B53F-2385C8035F89

a) Commercial Liability Insurance Festival Name and Date: Priceless, July 10-13, 2025

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: ~~520 Main Street, Room 309~~ 1446 E. Main Street
Quincy, CA 95971
(530) 283-~~6041~~ 6464

Please see attached our Certificates of Liability showing our general commercial liability insurance coverage for Priceless.

False Profit maintains general liability insurance throughout the year, and will renew this policy and provide up-to-date certificates as soon as available.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

TRAVIS GOINES
Plumas County Risk Manager

4/25/25
Signature / Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Gisele Polti	
RSC Insurance Brokerage, Inc. PO BOX 818078 Cleveland OH 44181	PHONE (A/C, No, Ext): (800) 566-4622	FAX (A/C, No):
	E-MAIL ADDRESS: gpolti@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits' Ins Alliance Of Ca	11384
INSURED False Profit, Inc 584 Castro St #2293 San Francisco CA 94114	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2521129964 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			2024-51028	05/19/2025	05/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2024-51028	05/19/2025	05/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp & Collision	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of insurance only.

CERTIFICATE HOLDER

False Profit Inc
584 Castro St 2293
San Francisco CA 94114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

b) Police Protection and Security Festival Name and Date: Priceless, July 10-13, 2025

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

Please see attached page for complete description of our Police Protection and Security Plan

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

Todd Johns
Plumas County Sheriff

4/1/25
Signature / Date

b) Police Protection and Security

Priceless will have 24-hour security coverage, provided by Belden's security team and High Rock Security, an experienced security firm, PPO #17462. All security personnel will be well marked, and will have radios for quick response to any incidents during the festival. High Rock Security personnel all have current Guard Cards (i.e. Security Card Licenses from the California Bureau of Security and Investigative Services). At least one patrol (a two-person team) will be on duty at all times, and at least one other patrol will be on call in case of emergencies. In the evening hours, we will run several patrols and continue to have another patrol on call in case something critical occurs.

We will not serve or sell any alcohol at Priceless. Belden's bar is open throughout the weekend, but we do not advertise its presence nor actively encourage it as a source of alcohol. In our first year of operation we learned that encouraging daytime drinking - in particular - leads to less participation by attendees during evening programming, so we've since had a policy of not supporting alcohol distribution. While some of our attendees bring alcohol to the event, they are not, as a rule, heavy drinkers, and we have had very few incidents of alcohol-related medical calls during our tenure.

We also have very few, if any, attendees between the ages of 12 and 21, so we have not in the past been aware of any occurrence of underage drinking. The only alcohol distributed during our event is done by the qualified bartenders at Belden Lodge.

We do not condone illegal drug use at Priceless, and all of our staff will be vigilant and look for signs of illegal substance dealing, drug paraphernalia sales, issues arising out of illegal substance use, or underage drinking. If any such issues arise, staff will notify security and/or medical staff, as appropriate, who will remove those involved in the sale, distribution and/or use of illicit drugs from the festival.

Priceless staffs a team devoted to parking, which will coordinate the parking on property in accordance with Plumas County, Belden, and U.S. Forest Service rules and regulations. Priceless will have space for approximately 75-100 cars in Belden Town. The rest of the vehicles are parked at the off-site property 11 miles away known as Jack's Place, and attendees will be shuttled over from that remote lot. We are applying for Highway Easement / Road Encroachment permits through Plumas County which will allow us to post signage along the Highway, directing attendees to the off-site lot dedicated to attendee parking.

Docusign Envelope ID: 50C0559F-D94B-477B-B53F-2385C8035F89

c) Emergency Preparedness Plans Festival Name and Date: Priceless, July 10-13, 2025

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:
1446
~~1400~~ East Main Street
Quincy, CA 95971
(530) 283-~~6375~~ 7438

Please see attached pages for details regarding our plans for Fire Protection, Evacuation, and Wildfire Protection.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Travis Goings
Director, Plumas County OES

4/25/25
Signature / Date

c) Emergency Preparedness Plans

Incidents requiring emergency response will be facilitated by the Priceless Safety Team staff. All Safety Team members will be easily identifiable, and at least one will be available 24 hours a day via radio. Any incidents that require escalation and the support of local/county emergency services will be facilitated through the Priceless Safety Team.

The Priceless Safety Team is comprised of the following entities, with the following capabilities:

1. Priceless Event Lead
    a. The highest-ranked individual person onsite representing False Profit, Inc. They are responsible for coordinating with all Safety and Entertainment departments to ensure the smooth flow of the event.
    b. Event Leads will be active for the full duration of the event, including setup and strike. Their shifts are 6 hours long.
    c. They can be reached on Radio using the callsign 'Event Lead.'
2. Mutual Aid Response, Inc.
    a. Priceless contracts with Mutual Aid Response Services, Inc. (MARS) to provide on-site basic life support and first aid services. In the event an injury or illness requires that a participant be transported off-site to a hospital, they will coordinate with Priceless staff and emergency services to facilitate safe and expedient evacuation from the site. We will be working closely with MARS to build an operating plan to accommodate the public health status at the time of the event.
    b. MARS coverage begins during event setup and continues until completion of strike. A 6 person medical staff will work 6-hour shifts, providing 24-hour coverage. The first aid station will be located at the main entrance, and medical personnel will sleep onsite. A list of supplies and resources is available on request. Medical personnel can be reached on Radio using the callsign 'Medic.'
3. High Rock Security
    a. Priceless contracts with High Rock Security to provide public safety services during the event. This includes but is not limited to conflict mediation, wristband checking, interfacing with non-Priceless visitors, and coordinating with appropriate entities and agencies to ensure public safety.
    b. High Rock coverage begins before the public opening of the event and continues until after the end. They will have 6 personnel working 8-hour shifts.
    c. High Rock staff can be reached on Radio, using the callsign 'High Rock.'
4. Belden Town Security
    a. Belden Town has its own security personnel to support Priceless Staff to provide public safety services during the event, particularly in cases that involve non ticket holding attendees, non-Priceless visitors to Belden Town, and in cases

where Priceless staff rely on Belden infrastructure and policy. For example, an Emergency Evacuation.
   b. Coverage begins before the public opening of the event and continues until after the end.
   c. Belden staff can be reached on Radio, through the Event Lead on shift as needed.
5. Door Operations (support role)
   a. Due to Belden Town's unique access/egress characteristic, Priceless' Door Operations will be involved in the event of an emergency. They will coordinate with the appropriate Priceless, Belden Town, and other authorities to ensure traffic flow into and out of Belden is conducted in a safe manner.
   b. Door Operations begin before the public opening of the event and continue until the official end. There will always be at least 2 people staffing the Door.
   c. Door staff can be reached on Radio, using the callsign 'Door.'
6. Shuttle Operations (support role)
   a. Because most of the participants' vehicles will be off-site (see Parking Plan), the shuttles will assist in evacuations in the event that evacuations take place while the Shuttle is in service.
   b. Due to the distances between Belden Town and the Parking Lots, drivers will be out of radio contact for most of their route but will be accessible via cell phone.

Evacuation Plan

To prepare for emergency evacuations, roadways in Belden are kept clear and fire lanes clearly marked. Cars are parked facing the direction of evacuation, per Federal and County regulation. Enough cars are kept on site to be able to implement the evacuation plan. Belden staff are in charge of the evacuation procedure and our staff will assist them as necessary to complete evacuation.

The Priceless evacuation plan is indicated on the attached maps. Attendees will be notified of the evacuation plan by email prior to the event and via printed materials provided at arrival, including program and map.

Once staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leads will assemble with Belden staff to review plans and assignments.

No breakdown of camps or of event infrastructure will occur at the time of evacuation; only living beings will be evacuated. Priceless Event Leads, Parking, and Door staff will oversee vehicle traffic.

If evacuation becomes necessary, a 3 pulse temporal pattern in 4 second cycles will sound, and the security team will move through the campground area with megaphones, informing participants of the call for evacuation, direct them to collect Identification and any life sustaining prescription medications, and to immediately do the following, as applies to them:

1. "On site Vehicles": Attendees who have vehicles parked in Belden will be directed to get in their vehicles and proceed to the Belden RV parking lot.

2. "Off site Vehicles": Participants with vehicles in the off-site lots will be instructed to get their keys, report to the RV parking lot and prepare to assist in evacuating other participants off-site.

3. "Carpoolers": Participants who do not have vehicles onsite or in the off site lots will be instructed to assemble at the front of the lodge and will then be directed by Priceless event staff to proceed in groups of 4 to the RV lot as evacuation vehicles return to Belden where they will be picked up.

Once in the RV parking lot, "Onsite Cars" will fill their remaining seats* with drivers** of off-site vehicles and drive them to the offsite parking lot so that they in turn can retrieve their vehicles and assist in the evacuation. This process will iterate as required, using our shuttle if the Emergency takes place while the shuttle is on site.

* To ensure safety, only seats with appropriate seatbelts will be filled.

** Only drivers will be ferried to the offsite parking lot, in order to maximize the number of cars returning to Belden to assist in evacuation.

All vehicles returning to Belden from the offsite parking lot will load passengers in the Belden RV lot and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County.

Note: Belden staff has indicated that because emergency vehicles come from Quincy, evacuation is expected to be directed onto CA 70 West.

Priceless event leads and security will conduct additional ongoing sweeps through all campground areas to verify evacuation - there will be a minimum of 4 coordinated comprehensive sweeps to confirm that attendees are evacuating. Staff, not including event leads, will evacuate with participants. Once staff and participant evacuation is complete, a 'last call' alarm signal in a 3 pulse pattern will sound and security and event leads will evacuate.

Fire Protection and Wildfire Protection Plan

COMMUNITY AWARENESS

We clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. Burn bans and fire conditions at the time of the event are also communicated to all attendees before the event begins. We additionally post fire prevention signs in campsites.

Our security team conducts routine walking patrols throughout the town and campgrounds and remains vigilant for any fire activity. In addition, all participants are made aware of the danger of any fire, and instructed to report any smoke, fire, or dangerous circumstances to the security team or Priceless staff. Belden Town staff will notify the Fire department, and associated First Responders necessary of a fire by phone.

WATER SOURCES

In addition, in the event of fire, Belden has two dedicated fire hydrants, as well as one additional water source with hose-hook-up capability for use in fire-fighting that we have been informed is able to produce the output of 2 hydrants. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and residential hose hook-ups throughout Belden.

WATER HOSES

Belden possesses the following hoses and appropriate reducers for said hoses:
10 x 1.5 inch (100 feet each)
8 x 1 inch (100 feet each)
3 x 2 inch (50 feet each)
2 x 3.5 inch (100 feet each)

Campfires and camp stoves. Communal Barbeque grills are provided for the use of attendees. They are not moved to any personal campsites or campgrounds and remain in one location during the entirety of the event. These BBQ/propane grills will be on Belden property on a graveled surface with a hose within the immediate area for use in an emergency. Our security team and staff are aware of and will actively enforce these restrictions. We will once again both: (a) direct people pre-event to a location online where they can find permits for camp stoves; and (b) have these permits available at our main entry station for attendees to obtain and fill out.

Fireworks, generators, and portable equipment. The use of fireworks and portable equipment such as welding, cutting, or chainsaws is not permitted at Priceless. These restrictions will also be clearly communicated to attendees. In addition, if generators are used as part of an art project or as an emergency power supply, Priceless security and staff will ensure compliance with Cal. PRC § 4442, for example by ensuring that generators are only operated on land that is not forest-covered, brush-covered, or grass-covered.

Smoking. Programming and planned activities at Priceless are held largely on pavement or in areas without vegetation. Smokers will be encouraged by security to use such areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to use only safe areas. In past years, consistent with our leave-no-trace philosophy, we enforced a policy of safe cigarette waste disposal for all smokers.

Parking in dry grass. Our designated parking areas either (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are trimmed and watered down before the event to minimize the possibility of sudden combustion/spark ignition.


Evacuation Plan
Walking Path
Road
No Camping Area
Camping Area
Evacuation route
Additional Water Source
Fire Hydrant
N
W
E
S
To Reno
To S.F.
Feather River
70
PG&E Station
Off-site Parking
BELDEN TOWN
Lodge:
inital 'Carpoolers' assembly point
Lodge
Bar
First Aid
Food Vendor
Showers
Water source with 2-hydrant capacity
RV lot:
driver assembly point
assembly point for evacuation by drivers
Schoolhouse (no camping)
Corral (no camping past this point)
Pacific Crest Trail
PRICELESS
Belden Town, CA

Map (a) - Venue and Offsite Parking



d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Festival Name and Date: Priceless, July 10-13, 2025

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health
270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

Please see attached page for complete description of plans for Food Provisions, Sanitation Facilities, Water Supply, and Solid Waste clean up.

-ANY / ALL RECYCLING TO BE COMPLETED WITHIN 48 HOURS OF EVENT ENDING

-PROVIDE HANDWASH STATIONS AT ALL PORTABLE TOILET LOCATIONS

APPROVED AS NOTED ABOVE

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

PAT SANDERS
Plumas County Environmental Health

3/26/25
Signature / Date

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plan

FOOD PROVISIONS

The Belden Town restaurant will be open for food service during their normal business hours. Snacks and beverages can also be obtained at Belden's store, which is kept fully stocked during Priceless. Priceless may invite a food vendor to operate on premise. At least 30 days prior to the event Priceless will submit an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require the vendors to comply with all state and county health department requirements, including submitting a Temporary Food/Mobile Food Facility application at least 30 days prior to the event.

Priceless may serve snacks to attendees as part of our activities. We will apply for a temporary food facility permit and follow regulations as outlined by the Plumas County Environmental Health, and apply for the relevant permits from the Department of Environmental Health. If Priceless serves pre-packaged snacks, they will be served under a canopy. If we prepare food on site for the general public, it will be prepared in a fully enclosed canopy with hand washing and dishwashing stations (temporary food facility). We may provide facilities, such as a grill, for attendees to cook for themselves only. We may use the on-site cabins to prepare food for staff, volunteers, and artists but will not use cabins to prepare food for the general public.

WATER SUPPLY

Belden has two water sources and holds a current permit for these water sources, so we will be relying primarily on the Belden system for our water supply. These water sources include one easy-to-access water fountain spigot in a central location. Belden also sells bottled water in their store. We continually communicate to everyone to stay healthy and hydrated, including in pre-event emails and as part of our entry communication to new arrivals.

SEWAGE DISPOSAL

We will contract with a local provider of portable toilets. For the expected 1150 maximum total attendees and staff, we will provide an estimated 48 porta-potties and 6 wash stations. This equipment will be cleaned daily--once on Friday, once on Saturday, and once on Sunday, as recommended by Ben Toilets and Plumas County in past years. In addition, Belden provides men's and women's bathrooms in the lodge, men's and women's bathrooms in their shower area, and ten bathrooms in their cabins. One of the portable toilets will be stationed at the off-site parking area.

WASTE WATER DISPOSAL

We understand that it is unacceptable to dispose of hand and dishwashing, and food prep wastewater on the ground or surrounding dirt and vegetation.

We will ensure that any food vendor contracted with Priceless will operate with the appropriate grey water containers for waste water, and that the wastewater will not be disposed of on the ground or surrounding vegetation.

SOLID WASTE-RECYCLING

Priceless is a leave-no-trace event, and we communicate to our attendees that they are responsible for packing out their own trash. Compliance with this policy is high, since our attendees are used to practicing leave-no-trace ethics at other community events. Priceless also provides seven waste collection stations, placed in common areas as noted on the attached map. Each station has separate containers for (1) landfill, (2) compost/food scraps. Event staff will check and service these stations continuously throughout the day, every day. Campers in camping areas will be informed that they are responsible for collecting waste in their own area, although event staff will also ensure these areas are left clean after the event. The number, location and servicing of solid waste bins or containers will be adequate to prevent odors, leakage, overflow or flies. A bin of adequate size will also be located at the offsite parking area.

All solid waste after time that will be placed in the USFS mandated onsite dumpsters provided by Feather River Disposal via Belden Town Resort.

Docusign Envelope ID: 50C0559F-D94B-477B-B53F-2385C8035F89

e) Medical Facilities & Services Festival Name and Date: Priceless, July 10-13, 2025

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

Please see attached page for complete description of our Medical Facilities and Services Plan.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Mark Satterfield, MD
Plumas County Health Officer

Quincy Ed

4/11/25
Signature / Date

e) Medical Facilities & Services

Priceless will have medical support available on-site, provided by Mutual Aid Response Services Inc. (MARS Medical, http://www.mars911.info/). For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or provide transportation to local medical centers.

Members of the Public Health Department have been extraordinarily generous with their time in discussing medical support needs with us and our professional on-site medical staffing personnel. In cooperation with the Public Health Department we have developed the emergency medical support plan that appears below. Based on our event's history, size, and type, we believe that this plan will permit us to address on-site any medical issues that are likely to arise. In more than a decade of producing Priceless we have only required ambulance evacuation twice. Both of these cases occurred before we secured our current professional on-site medical and security staffing. Our medical staffing and plan includes:

- We will provide at least two California-licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher. Both will be available and stationed at a dedicated First Aid Station clearly marked and accessible to attendees.
- An automated external defibrillator (AED) and certified CPR staff will be available at all times.
- These medics will evaluate and treat any injury or illness brought to the attention of the Priceless staff.
- On-site medics will perform assessment to determine appropriate treatment, and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.
- Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.
- Basic resuscitation equipment and medications as well as other basic equipment and supplies, all provided by MARS Medical, will be available for the medics' use. This will include a blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.
- In addition to an AED, medical personnel also have available basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask) device, oxygen and nasal cannula, epinephrine for IM use (EpiPen), naloxone for IM/IN use (available OTC), and basic BLS airway, splinting, and immobilization devices.
- A vehicle will be kept ready to transport the medics to the patient if necessary.

- A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to a local medical facility if that participant does not have a vehicle available and the medical event does not warrant an ambulance call.
- All Priceless, Belden, High Rock, and MARS staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Priceless staff and medical staff on duty will have at least two fully functional cellular devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a landline that is available for our use in the event that on-site cellular communications are unavailable due to reasons beyond our control.

Our medical services provider, MARS Medical, will complete ICS Forms 201, 202, 205, and 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least two weeks prior to the event.
Additional measures related to emergency services and safety include:

- Priceless will have additional individuals with medical certification on site, working on our security or production teams.
- We will have tight integration between event leads, High Rock Security, MARS Medical, and Belden staff to provide seamless and consistent monitoring and emergency response capabilities. Both Belden staff and High Rock Security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Priceless. Our event staff will be clearly identifiable and carry radios in the event of an emergency. One patrol (a two-person team) is on duty at all times, and at least one other patrol is on call in case of all types of emergencies, including medical. In the evening hours, we run several patrols and continue to have a patrol on call in case something critical occurs.
- Over more than a decade, with input from numerous agencies, we have honed an efficient traffic and parking management system that leaves only as many cars on-site as needed to accomplish an evacuation, and that provides clearance for emergency vehicles (see the section entitled *Evacuation Plan* in this permit application).
- Neither Priceless staff nor any vendors hired by Priceless sell or distribute alcohol to attendees. (Belden Resort does sell alcohol at their licensed bar, which is typically open from around 10am until sometime between 10pm and 1am each day.)
- Our email communications to ticket-holders will include language regarding river safety, including a warning that we do not provide lifeguards, and we will post "Swim At Your Own Risk" signage on the Belden beach.
- While we will not have certified lifeguards on duty, we will schedule dedicated beach lookouts who remain vigilant during periods of high river usage.
- We will clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites. For additional fire safety measures, see the *Fire Protection and Emergency Preparedness* section of this permit application.

- While Priceless staff, MARS Medical, and High Rock Security will be focused on the safety of Priceless event participants, it is our expectation that Belden's staff will have sole responsibility for the safety of bystanders, specifically for any non-ticket-holder Belden Resort (bar, restaurant, and store) patrons, including local passersby and any hikers from the nearby Pacific Crest Trail.

f) **Parking plan** Festival Name and Date: Priceless, July 10-13, 2025

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street
Quincy, CA 95971
(530) 283-7011

Please see attached page for complete description of our Parking Plan.

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Tracy Ferguson, Planning Director — 4/11/25

Plumas County Planning Department — Signature / Date

f) Parking Plan

Priceless staffs a team devoted to Parking, which will coordinate parking on property in accordance with County, Belden, and US Forest Service rules and regulations.

Priceless uses both "on-site" and "off-site" parking. Most staff and attendees use the "off-site" parking area; "on-site" parking is available to limited staff and attendees. Every car onsite is provided parking passes including name, phone number, and other information to leave on dashboards for identification in the event the car needs to be moved.

Priceless will have "on-site" parking in Belden Town available to attendees. These parking areas are in the RV Lot, and in the parking lot off of Howell's Rd east of Belden (*not* in the PG&E lot/PCT staging/day parking area). There are small loading zones along the road next to the camping areas west of the city, which we use for loading and unloading only, and do not allow long term parking in these areas. We ensure a 12' easement is left through town and for fire lane access. On-site parking areas are monitored by event staff and security teams 24hr/day during the event.

The rest of the vehicles will be parked at the offsite property 11 miles away known as Jack's Place, and attendees will be shuttled over from that remote lot. This lot is monitored 24 hours/day by event staff or Belden staff. We have applications submitted for Highway Encroachment/Easement permits through Caltrans and Plumas, which will allow us to post signage along Highway 70, directing attendees to this offsite lot dedicated to attendee parking. This Permit application can be confirmed through Carla Shuman (carla.shuman@dot.ca.gov) or Fred Chaffin (Fred.chaffin@dot.ca.gov). We will also have trash cans and porta potties at the offsite area to ensure proper sanitation.

All vehicles are guided into parking spots by event staff, backed in facing out to the road.

Parking in dry grass: We work with Belden Staff to ensure our designated parking areas (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are trimmed and watered down before the event to minimize the possibility of sudden combustion/spark ignition.

Traffic Control Plan

2025 Priceless Festival

July 9th thru July 14th

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control

Before Event Begins

- Belden will pick up the 'special event' signs so people know to slow down while people are turning onto the bridge from Highway 70.
- Set-up "No Event Parking" signs at the rest stop across State Route 70 from the Belden Town Resort. Area will be monitored by event staff for compliance.
- we use spray chalk to prep the area:
    - Draw arrows off the bridge and up to the RV lot to direct arrival traffic flow
    - Post "no parking" and "fire lane" markings on the high road near the main camping area
    - Create a border to mark the width of the fire lane we need along the entire road.

As People Arrive

- The first day/night we set up check-in in the RV lot. Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with their noses pointing out back toward the bridge, ready to drive back out of the lot.
- They are then directed slowly out of the lot and through the town.
- First traffic stop person controls cars at the edge of the lodge to be sure there is clearance to drive.
- Second traffic stop person is at The Tree just before the road starts sloping upward at the Southwest end of town. This person controls incoming cars to ensure there is a place for the cars ahead to unload and the road is clear to drive.
- Monitors are stationed at unloading zones 1, 2, and 3 to communicate open unloading zones for incoming cars before sending cars into the unloading zones. The second traffic stop person allows cars past them only when the monitors indicate there is an open spot, so no one is waiting in the road up ahead.
- We don't allow anyone to leave their cars to find a camping spot. They are asked to unload and then immediately get back into their cars to drive to and park in the offsite lot.
- We don't allow any onsite parking along the road until the end of the second day (Friday), once we feel confident that the vast majority of our attendees have arrived and unloaded, to ensure that the maximum number of unloading zones are available.

- Drivers of cars left too long at the unloading zones are identified and then called out publicly via bullhorn. Searches for the drivers continue until they cars are relocated.
- The second day, the check-in gate is moved to the 'gas station' building at the end of the bridge to catch late arrivals. We additionally have support staff to help manage the traffic flow along the route at every point.

As People Leave

- We use the same traffic stop stations to manage flow along the road
- Car arrivals are staggered by the schedule of the shuttles. All the cars arrive in a row (from the drivers on the last shuttle) and we control their movements into and out of the loading zones before the next shuttle load arrives.
- Drivers of cars left too long at the loading zones are identified and then called out via megaphone. Searches for the drivers continue until they cars are relocated.

OTHER PARKING/TRAFFIC MANAGEMENT

- Cars left too long in non-parking spaces or without onsite parking passes are tagged using glass markers.
    - Note 1 is polite and requests that the car be moved quickly.
    - Note 2 is direct and demands the cars relocation.
    - Note 3 says that the car will be towed if not moved by X deadline
- In the past, we have not had to tow a car for traffic reasons; our only tows have been for mechanical breakdowns.

County Agency Approval:

The traffic control plan as described above is approved for the Priceless Festival scheduled for July 7th thru July 14th, 2025.

4-17-25

Plumas County Department of Public Works Signature/Date

h) Transient Occupancy Taxes Festival Name and Date: Priceless, July 10-13, 2025

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Transient Occupancy Taxes are included in the ticket price of the Festival. We pass the cost of campground, cabin access, and hotel lodge rooms directly to the attendees with net revenue received.

We understand that False Profit Inc is the "Operator" of this Festival and we are responsible for filing quarterly returns in a timely manner, and the collection and remittance of the Transient Occupancy Tax. Our Registration form and past returns are on file under certificate #2199.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

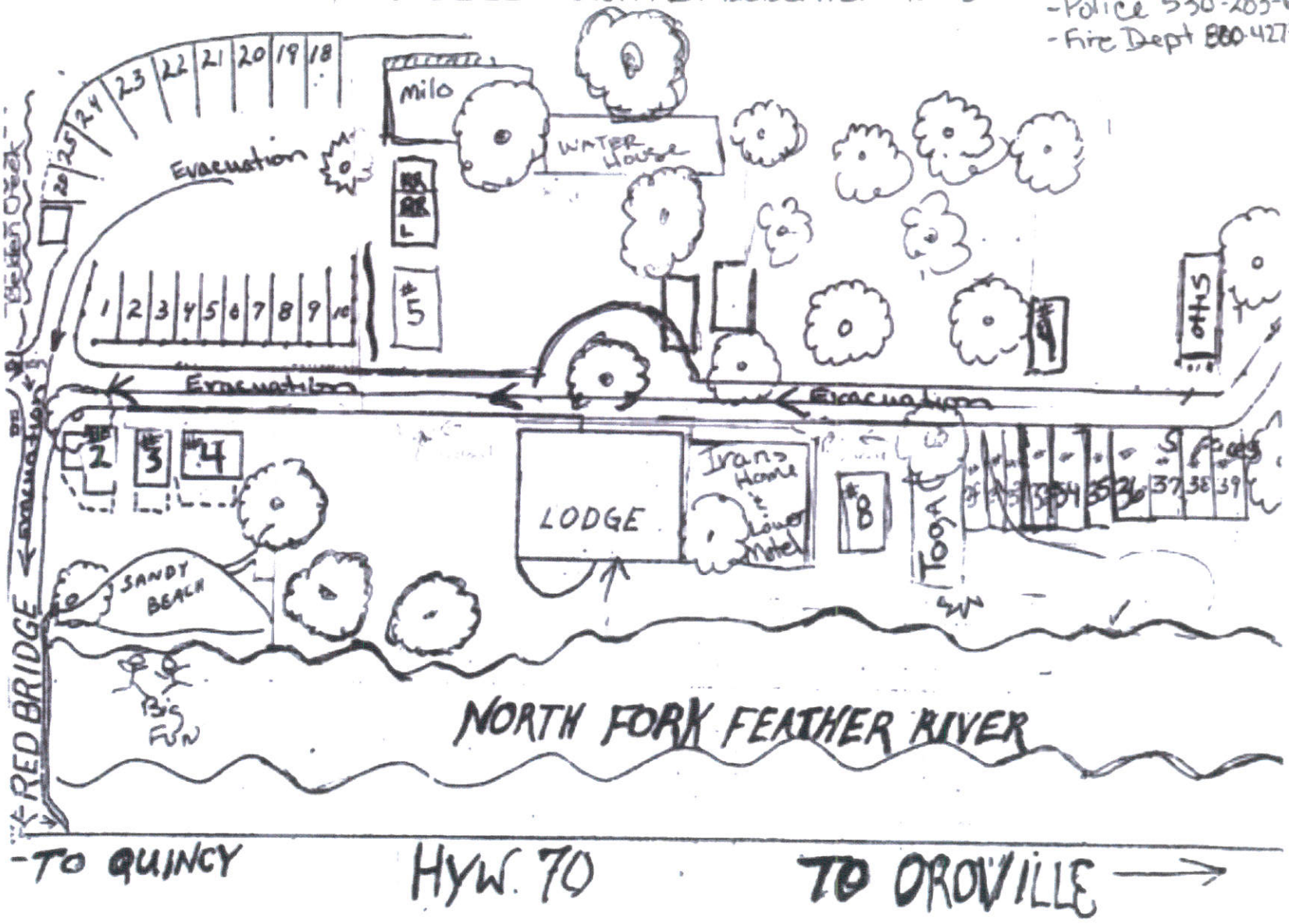
Jennifer Tuck — 4/24/25

Plumas County Tax Collector — Signature / Date

Map (b) BELDON TOWN RESORT & LODGE

14785 Belden Town Rd. Belden, CA. 95915

Wildfires
- Elevation 2280
- Police 530-283-6304
- Fire Dept 880-427-7627



Feb 16 15 04:15p Belden Town Resort 5302834695 p.1


Map (c)
Walking Path
Road
No Camping Area
Camping Area
Traffic route
N
W
E
S
To Reno
To S.F.
70
Feather River
PG&E Station
Eby Stamp Mill
Off-site Parking
BELDEN TOWN
Gate / Check-in days 2-4
Lodge
Bar
First Aid
Food Vendor
Showers
Check-in day 1
RV Parking
Schoolhouse (no camping)
1
2
3
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA


Map (d) (g)
Walking Path
Road
No Camping Area
Camping Area
PG&E Station
Eby Stamp Mill
Off-site Parking
BELDEN TOWN
N
W
E
S
To Reno
To S.F.
70
Feather River
Beach Stage
Dirt Stage
First Aid
Lodge
Bar
Food Vendor
Showers
Forest Stage
Schoolhouse (no camping)
Outpost Stage
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA

Map (f)



1. See attached page
2. Yellow Edison bulbs in modular lanterns for ambient lighting - 40 watts & lower; LED Christmas lights
3. Solar & battery powered LED lights for ambient / low-level light
4. None (used only during daytime)

PRICELESS

Belden Town, CA


Map (f)
Walking Path
Road
No Camping Area
Camping Area
Speaker orientation
N
W
E
S
To Reno
To S.F.
70
Feather River
Eby Stamp Mill
PG&E Station
Off-site Parking
BELDEN TOWN
Lodge
Bar
First Aid
Food Vendor
Showers
Schoolhouse (no camping)
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA


Map (h)
Waste and recycling containers
Portable toilets
Additional Water Source
Fire Hydrant
Walking Path
Road
No Camping Area
Camping Area
Evacuation route
N
W
E
S
To Reno
To S.F.
70
Feather River
PG&E Station
Eby Stamp Mill
Off-site Parking
BELDEN TOWN
Lodge
Bar
First Aid
Food Vendor
Showers
Water source with 2-hydrant capacity
Schoolhouse (no camping)
Corral (no camping past this point)
Pacific Crest Trail
1 - Drop-off #1
2 - Drop-off #2
3 - Drop-off #3
PRICELESS
Belden Town, CA

DEPARTMENT OF PUBLIC WORKS USE ONLY
Date Recv'd _____
Receipt No. _____ $ _____

PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Department of Public Works
   1834 E. Main Street
   Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of $1,000.00.
4. Make the check payable to Plumas County Department of Public Works

A. Applicant (s)

Name of Festival Sunset Campout

Name of Applicant Sunset Sound System - Galen Abbott, Solar Langevin

Residence Address 202 Bocana St. San Francisco, CA 94110

Mailing Address Same

Telephone Number (415)577-9099 E-Mail Address galenabbott@gmail.com

Business Address and Telephone Number (If different from above) N/A

*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort & Lodge, 14785 Belden Town Rd. 95915

Telephone (530)283-9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort 14785 Belden Town Rd. 95915 & Jack's Place, 25311 Highway 70

Nearest town Belden, CA 95915 & Twain CA 95984

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: June 18 & 19, 2025

Dates of Actual Event: June 20, 2025 - June 23, 2025

Dates of Post Even Activities: June 23 & 24, 2025

Hours of Event Activities for each day of Event: All Day and Evening.

June 20, 2025 @ 12pm - June 23, 2025 @ 10am

E. Number of Attendees and Staff

Number of Spectators or Participants for each day of Event No Day Passes

850 Participants, 200 Staff, 150 Artists/Vendors

F. Maps and Diagrams

Provide maps or diagrams showing the following:

(a) Location of the property on which the proposed event and all related activities will be held.
(b) Location of adjacent roads, lots, and residences
(c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
(d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
(e) Location and orientation of loudspeakers
(f) Location, style, wattage and orientation of all temporary lighting
(g) Location of camping or other overnight areas
(h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

Signature (s) of Applicant (s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

Signature — March 1, 2025 (Date)

Signature — Date

To Whom It May Concern,

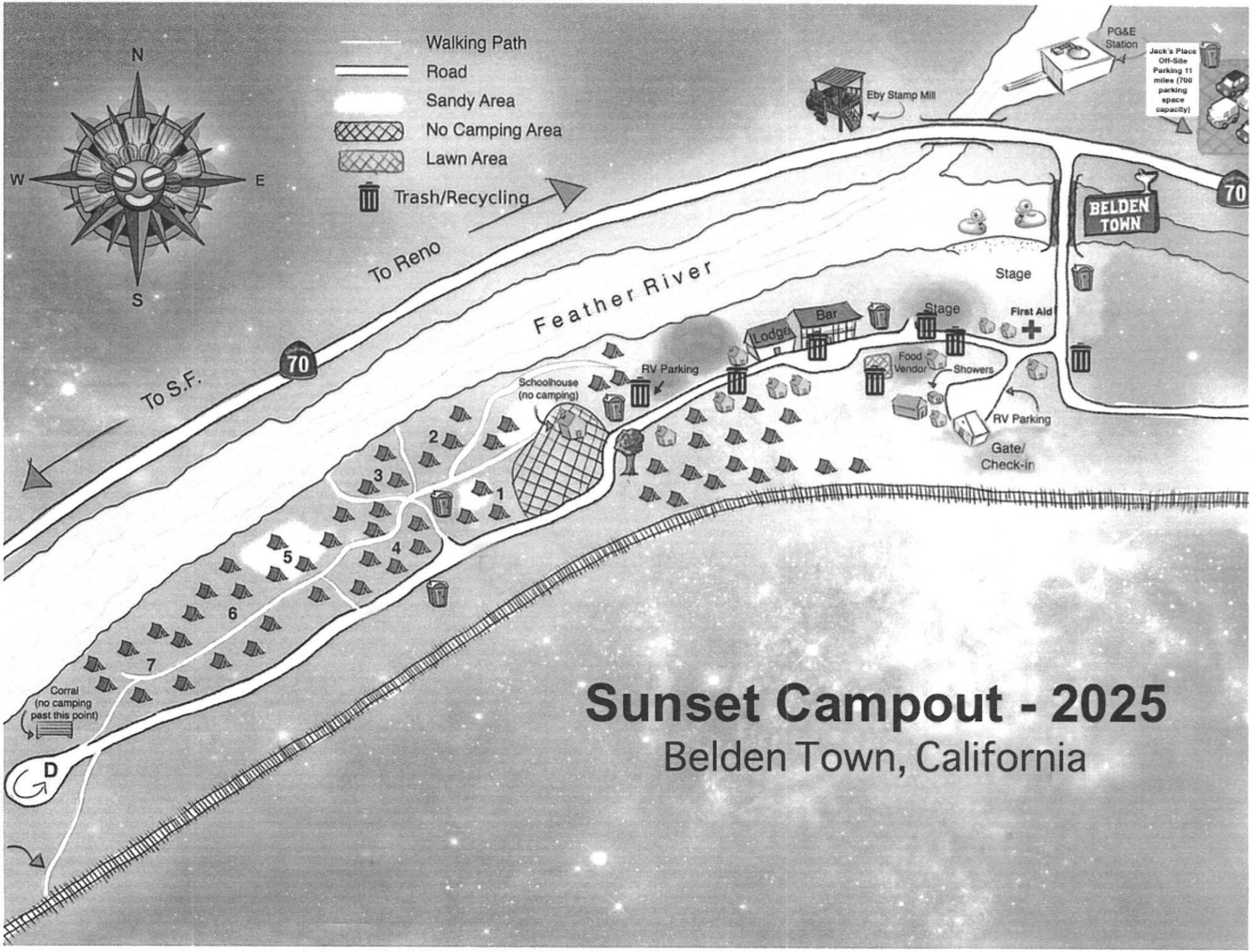
I, Ivan Coffman Owner of Belden Town Resort & Lodge give my permission for Sunset Campout to take place on June-20-2025 to June-24-2025, at (Belden Town Resort & Lodge

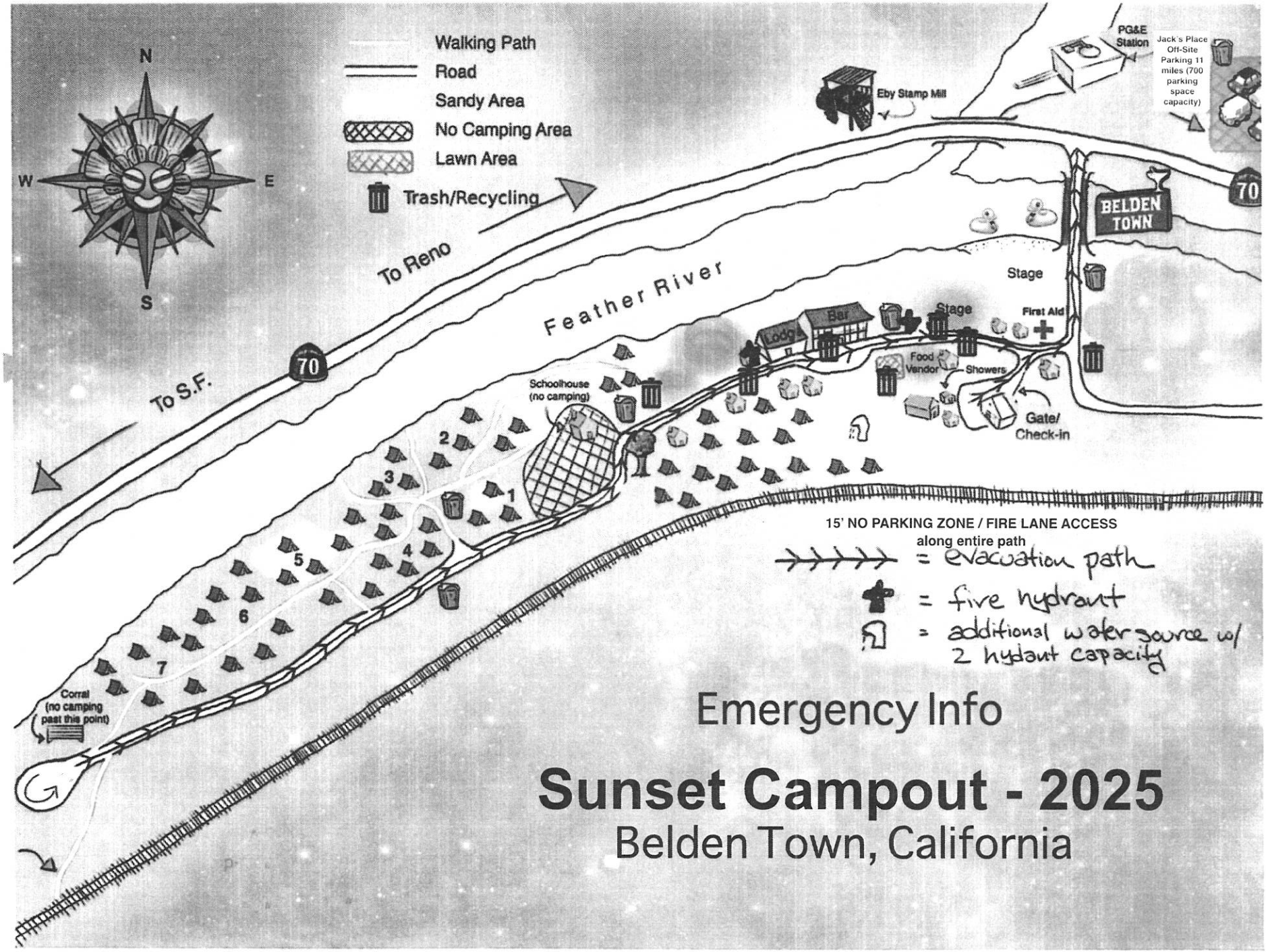
14785 Belden Town Road, Belden CA. 95915), & at Jack's Place Parking Lot Area (25311 Hwy 70, Twain CA 95984)

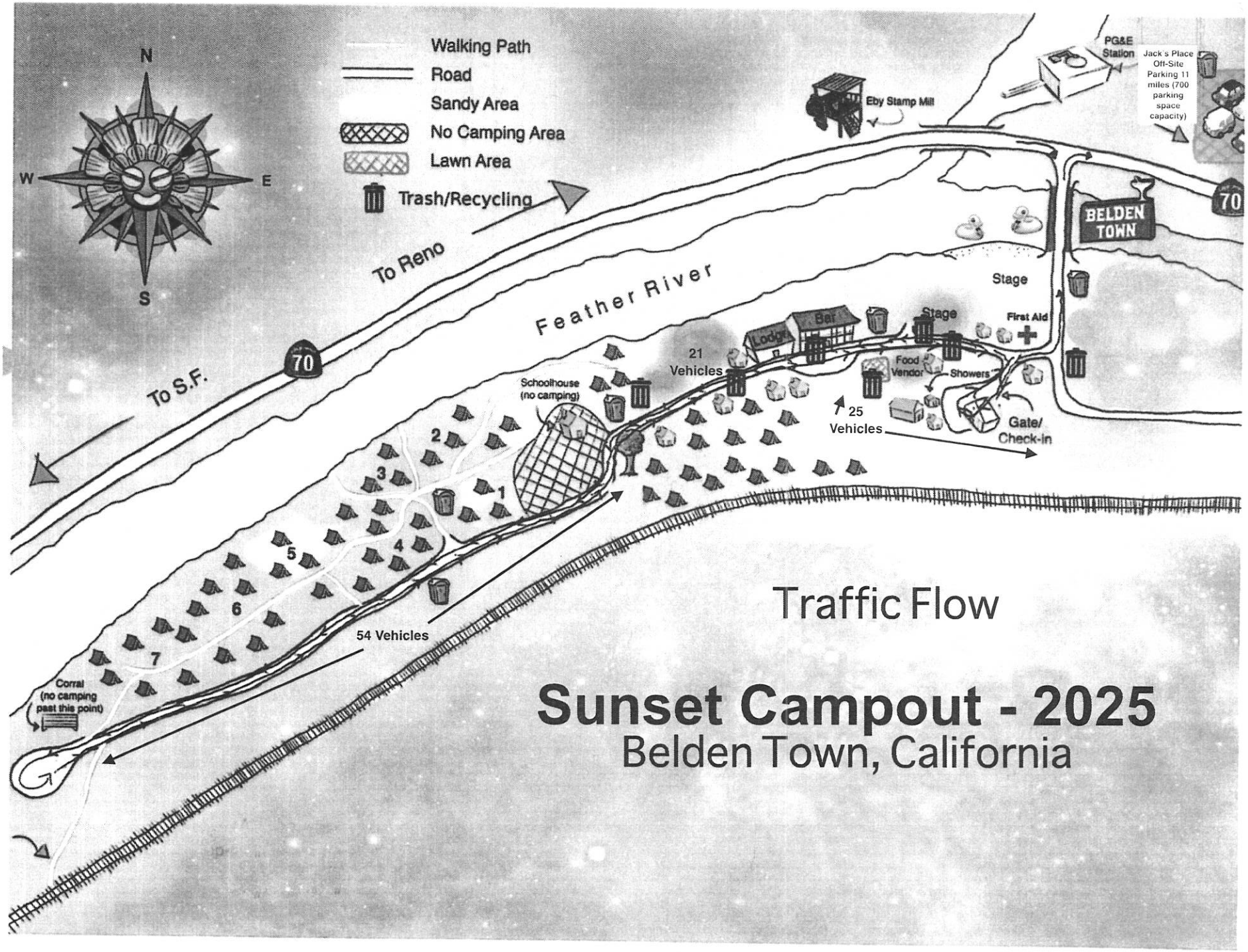
Thank You!

➤ .....Ivan Coffman.....

Ivan Coffman Owner


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
Feather River
To S.F.
70
Eby Stamp Mill
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
RV Parking
Schoolhouse (no camping)
RV Parking
Gate/ Check-in
1
2
3
4
5
6
7
Corral (no camping past this point)
D
Sunset Campout - 2025
Belden Town, California


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
Feather River
To S.F.
70
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
Eby Stamp Mill
BELDEN TOWN
70
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
Gate/ Check-in
Schoolhouse (no camping)
1
2
3
4
5
6
7
Corral (no camping past this point)
15' NO PARKING ZONE / FIRE LANE ACCESS
along entire path
= evacuation path
= fire hydrant
= additional water source w/ 2 hydant capacity
Emergency Info
Sunset Campout - 2025
Belden Town, California


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
Feather River
To S.F.
70
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
Eby Stamp Mill
BELDEN TOWN
70
Stage
Lodge
Bar
Stage
First Aid
21 Vehicles
Food Vendor
Showers
Schoolhouse (no camping)
25 Vehicles
Gate/ Check-in
1
2
3
4
5
6
7
54 Vehicles
Corral (no camping past this point)
Traffic Flow
Sunset Campout - 2025
Belden Town, California

SUPPLEMENTAL OUTDOOR FESTIVAL PERMIT APPLICATION

Describe below, or on an attached sheet, an explanation of the proposed event including plans describing the following information. Include the signature of the approving County authority as required. Programs and plans must be consistent with preliminary application.

a) Commercial Liability Insurance

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: 520 Main Street, Room 205
Quincy, CA 95971
(530) 283-6041

Please See Attached Documentation for our Certificates of Liability.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

TRAVIS GOINGS — Plumas County Risk Manager

5-14-25 — Signature / Date

AGENCY CUSTOMER ID: 1000510

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

representatives.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 1000510

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 1000510

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 1000510

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

ACORD 101 (2008/01) © 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

b) Police Protection and Security

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

The Sunset Campout will have 24 hours security coverage provided by Belden's Security team combined our own hire of High Rock Security. All security personnel will be well marked and all have radios for a quick response to any events during the festival. High Rock Security personnel all have current Guard Cards (i.e. Security Guard Licenses from the Bureau of Security and Investigative Services). At least one Patrol Team (a two person team) is on duty at all times during the day with another team on standby in case of emergencies. Two - Three teams will be on patrol during the evening and through the night.

We do not sell any alcohol at the Sunset Campout. However, the Belden Bar does remain open during the event and Beer is available for purchase in the General Store. We also do not host any gathering in the bar or encourage it's use during the event. While some of our attendees do bring alcohol to the event we rarely see any issues arising from it's use. We also have very few attendees in the 14 - 21 age group as most of our crowd is in it's 30's, 40's, & 50's so it's unlikely underage consumption occurs.

We do not condone illegal drug use at the Sunset Campout, and all of our staff is vigilant and will be on the look out for illegal substance abuse, dealing, and any issues that could arise. If any such issues arise, staff will notify security and/or security staff, as appropriate, who will remove those involved in the illegal activity.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Plumas County Sheriff

4/1/25
Signature / Date

c) **Emergency Preparedness Plans**

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

1446 E. Main Street
~~270 County Hospital Rd. Ste. 127~~
Quincy, CA 95971
(530) 283-~~6332~~ 7438

Belden and High Rock security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Sunset Campout. Our security team will be easily-identifiable and carry radios in the event of emergency.

EVACUATION PLAN:
Our evacuation plan is indicted on the attached map. Attendees will be notified of an evacuation plan by email prior to the event and printed materials provided at arrival, including program and map.

Once staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leads will assemble with Belden staff to review plans and assignments. An alarm will sound, and the security team will move through the campground area with megaphones, directing participants to report to the front of the lodge. No breakdown of camps or of event infrastructure will occur at the time of evacuation; only living beings will be evacuated. Our parking crew, door crew, and event leads will oversee vehicle traffic.

Attendees who have cars parked on-site at Belden will be directed to get in their cars and proceed to the Belden RV parking lot, where they will fill their remaining seats having seat belts with drivers of vehicles who have cars that are parked at the off-site lot. (To be clear, only drivers will be ferried to the offsite parking lot, in order to maximize the number of cars returning to Belden to assist in evacuation.) These onsite cars will then drive up Highway 70 to the offsite lot and drop off their passengers. This process will iterate as required, using our shuttle if the shuttle is deemed necessary.

Attendees who are not driving to the offsite lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Highway 70 (with staff directing traffic) gather at the old stamp mill across the street at the PCT trailhead. There is a light and crosswalk on 70 for pedestrians to make for safe and easy access to the PCT. They will await pickup there.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Travis Goines — 4/25/25

Director, Plumas County OES — Signature / Date

Cars returning to Belden from the off-site parking lot will load passengers at the rest stop north of Belden on the north side of Highway 70 and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County. (Belden staff has indicated that because emergency vehicles come from Quincy, evacuation is expected to be directed onto CA 70 West.)

Sunset Campout leads and security will conduct additional sweeps through all campground areas to verify evacuation. Staff, not including event leads, will evacuate with participants. Once staff and participant evacuation is complete, security and event leads will evacuate.

To prepare for emergency evacuations, roadways are kept clear and fire lanes clearly marked. Cars are parked facing the direction of evacuation, per federal and county regulation. Enough cars are kept on site to be able to implement the evacuation plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete.

FIRE PROTECTION:

Our security team conducts routine walking patrols throughout the town and campgrounds and remains vigilant for any fire activity. In addition, all participants are made aware of the danger of any fire, and instructed to report any smoke, fire, or dangerous circumstances to the security team or Sunset staff. The security team and Belden staff are equipped with radios to respond to incidents at the event. Emergency responders will be notified of a fire by phone.

In addition, in the event of a fire, Belden is equipped with state-of-the-art fire system. Belden has two dedicated fire hydrants, as well as one additional water source with hook-up capability, for use in fire-fighting, that is able to produce the output of 2 hydrants. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and hose hook-ups throughout Belden. Belden has the following hoses and appropriate reducers for said hoses:

10 1.5 inch (100ft each)
8 1 inch (100ft each)
3 2 inch (50 feet length)
2 3.5 inch (100ft)

PREVENTION OF WILDFIRES:

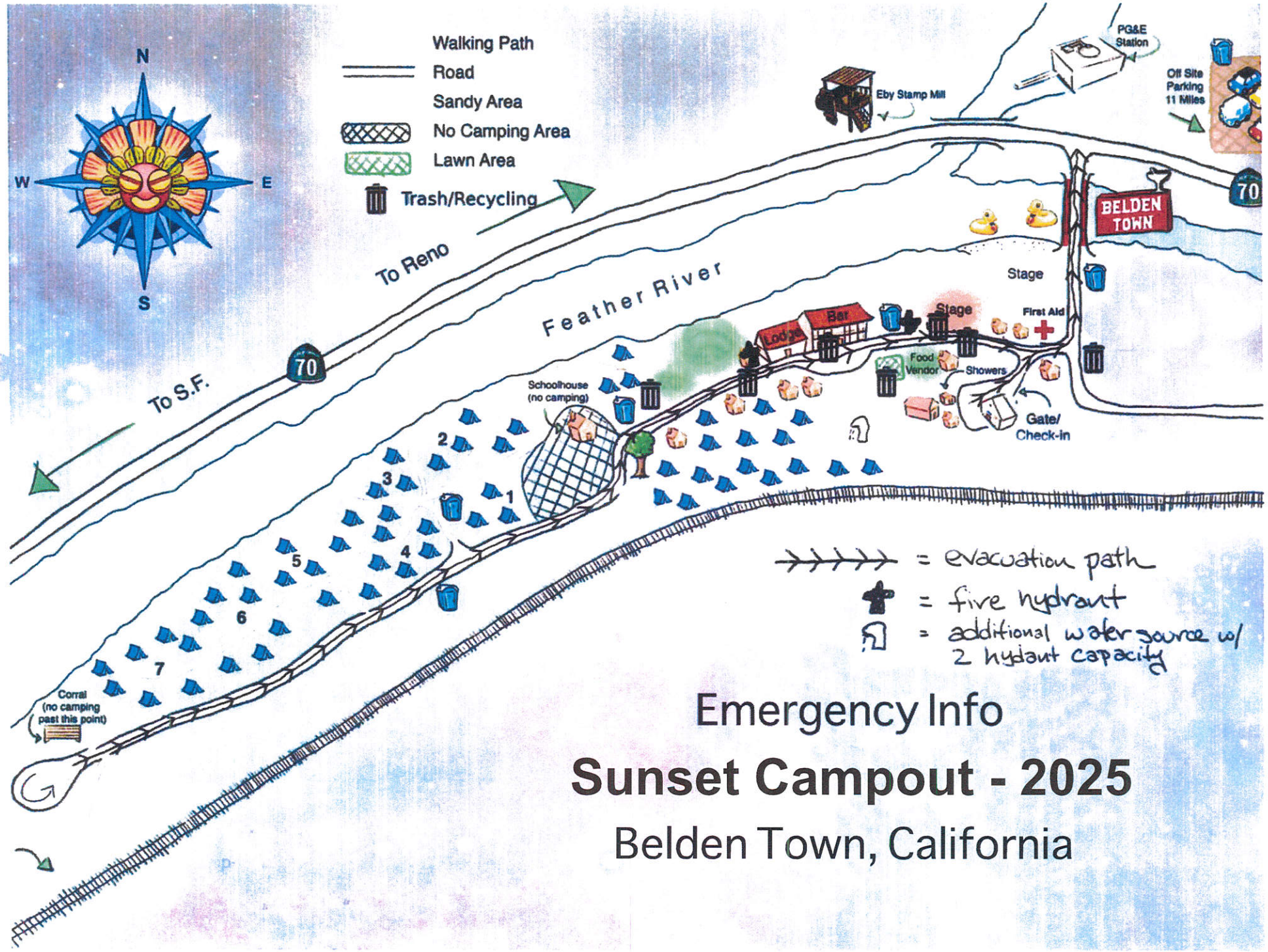
We clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites.

Campfires and camp stoves. Campfires are not allowed during the event and all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations.

Fireworks, generators and portable equipment. The use of fireworks and portable equipment such as welding, cutting or chainsaws is not permitted at Sunset Campout. These restrictions will be clearly communicated to attendees. In addition, if generators are used as part of an art project or as an emergency power supply, Sunset security and staff will ensure that generators are only operated on land that is not forest-covered, bush-covered, or grass-covered.

Smoking. Programming and planned activities at Sunset are held largely on pavement or in areas without vegetation. Smokers will be encouraged by security to use such areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to use only safe areas. In past years, consistent with our leave-no-trace philosophy, we have provided lidded ashtrays for smokers to use to safely dispose of cigarette waste.

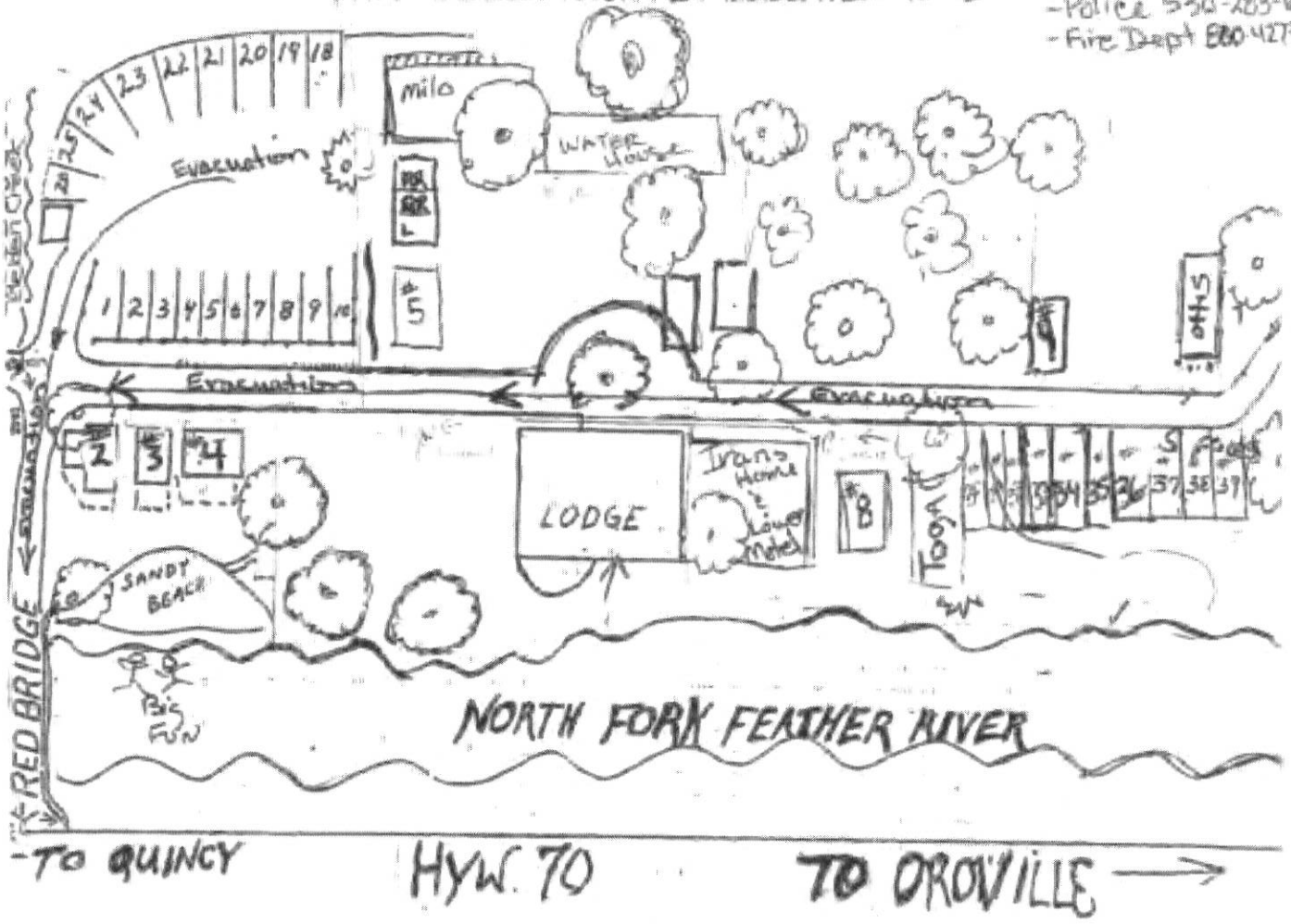
Parking in dry grass. Our designated parking areas either (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are also watered down before the event to minimize the possibility of sudden combustion/spark ignition.


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
Feather River
To S.F.
70
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
Gate/ Check-in
Schoolhouse (no camping)
1
2
3
4
5
6
7
Corral (no camping past this point)
= evacuation path
= fire hydrant
= additional water source w/ 2 hydrant capacity
Emergency Info
Sunset Campout - 2025
Belden Town, California

BELDON TOWN RESORT & LODGE

14785 Belden Town Rd. Belden, CA. 95915

Wildfires
- Elevation 2280
- Police 530-283-6304
- Fire Dept 800-427-7462



d) **Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans**

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

FOOD PROVISIONS:
The Belden Town Restaurant will be open for food service from 7am to 10pm each day. Snacks and beverages can also be obtained at Belden's Store, which is kept fully stocked during the event. The Sunset Campout also employs 3 food/beverage vendors which provide a good portion of the attendee's food needs. At least 30 days prior to the event, Sunset Campout will submit and an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require the vendors to comply with all state and county department requirements. All food vendors are required to obtain a Temporary Food Facility permit from Plumas County Environmental Health at least 30 days prior to the event.

WATER SUPPLY:
We will be relying on the Belden system primarily for our water supply. Belden has two water sources and holds a current permit for these water sources. These water sources include, one easy access water fountain in a central location. Belden also sells bottled water in it's store. We continually communicate to everyone to stay healthy and hydrated, included in pre-event emails, signage on-site, and as part of the check-in process.

SEWAGE DISPOSAL:
We will be using Javi's Toilet Rental located in Gridley for our portable toilets. Javi's Toilet Rental will provide 48 portable toilets and 6 wash stations. This equipment will be cleaned once daily on each Friday, Saturday, & Sunday as recommended by Javi's Toilets and Plumas County from past years events. In addition, Belden provides men's and women's bathrooms in the lodge, men's and women's bathrooms on the shower area, as well as bathrooms in each of the cabins and lodge rooms. Two portable toilets will be stationed at the off-site parking area. Javi's Toilets is known to us to have the current permits to operate in Plumas County.

Water Supply and Sanitation Facilities, Food Provisions and Solid Waste Clean-up and Recycling Plans described above, or attached hereto, are approved for the event as described in the application.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Dennis Fox
Plumas County Environmental Health

4/16/25
Signature / Date

Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans (cont.)

SOLID WASTE RECYCLING:

The Sunset Campout is a leave no trace event, and we communicate to our attendees that they are responsible for packing out their own trash. Compliance with this policy has gone well as many of our attendees are used to practicing leave no trace ethics at other community events. Sunset Campout also provides at least 7 waste collecting eco-stations in central locations throughout the event. Each station has 3 containers (1) landfill (2) cans and bottle recycling (3) compost/food scraps. Event staff will service each of these stations constantly throughout the duration of the event. Campers in camping areas will be informed that they are responsible for collecting waste in the their own area, although event staff will also ensure these areas are left clear after the event. The number, location, and servicing of solid waste bins or containers will be adequate to prevent odors, leakage, overflow, or flies. A bin of adequate size will also be located at the off-site parking area. Recycling will be completed within 48 hours of the end of the festival. Any unsorted solid waste after that time will be placed in the bins provided by the solid waste franchisee for disposal.

Compostable and Recyclable material will be transported to sufficient facility for processing. All other solid waste will be collected into our 30 yard container located to the east of the event entrance. This container will be provided by Feather River Disposal (Waste Management Inc.) which will be delivered prior to the start of the event and will be hauled away at its conclusion. This container has consistently met our solid waste needs based on our past events in Belden Town.

FOOD PROVISIONS Addendum:

Upon arrival, the vendor coordinator will show all food vendors where to dump their waste (grey) water on-site, and demonstrate the proper dumping process.

Food vendors will use the grey water receptacle behind the food vending area provided by Javi's Toilet Rentals, who also manages the portable toilets on-site. Javi's toilets will manage the receptacle and remove it at the end of the event for proper disposal at their facility. In the event Javi's toilets cannot provide a grey water receptacle (ie, emergency with Cal-Fire) Food Vendors will use their own portable 50 gallon transfer tanks to collect their waste (grey) water for the duration of the event.

For proper disposal, their tanks will be directed to Belden Town's established septic dumping area in the RV site section. Food vendors will transfer their waste (grey) water in the correct manner for waste water containment. They will be informed that under no circumstances are they to be dumping any wastewater anywhere but the established septic dumping area.

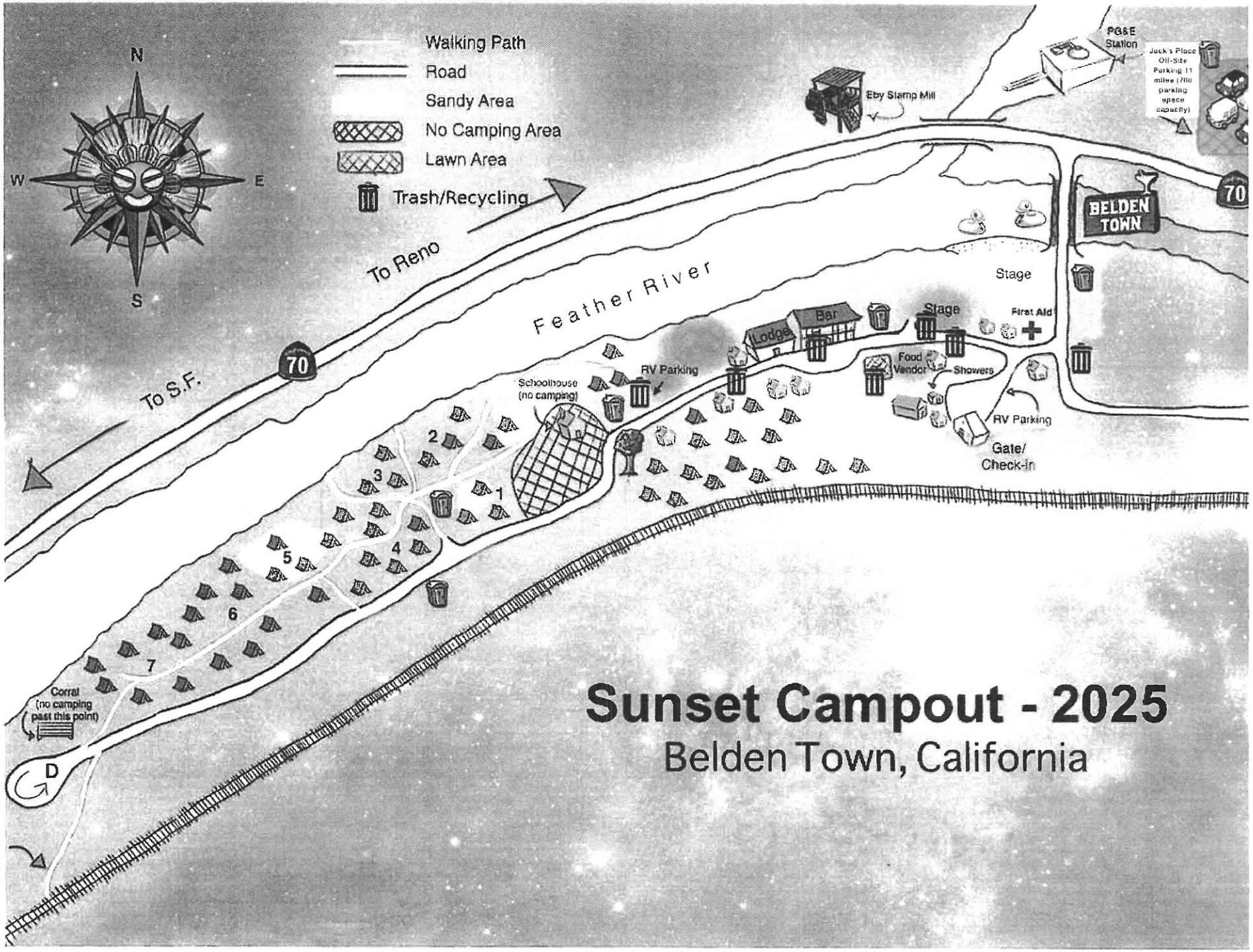
All food vendors will be monitored throughout the event by the vendor coordinator & assistants.

NOTE All food vendors will be required to bring a portable 50 gallon waste water transfer tank for waste water transfer based on the availability of a grey water receptacle provided by Ben's Toilets. Our vendor coordinator will verify with all the food vendors to make sure all are covered for usage & informed of the newly established process for waste (grey) water disposal.

SOLID WASTE RECYCLING Addendum:

For the 2025 Sunset Campout, RightCycle staff will be actively managing the waste generated by the event, from load-in, the duration of all event hours, and the end of post-event clean up. Waste will be collected, consolidated, and source separated into three categories: Commingled recyclables (no paper/fiber), organics (food waste), and mixed solid waste (everything else). As Plumas County does not have an approved food composting facility, RightCycle proposes to do the following: source separate all food waste/organic material, bag it, load, and haul the material to San Francisco's approved facility, or another approved facility closer to the site.

Facility Site Name: San Francisco Solid Waste Transfer and Recycling Center
Address: 501 Tunnel Ave
City: San Francisco
Zip: 94134
Phone: (415) 330-1400


N
W
E
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
70
Feather River
PG&E Station
Jack's Place Off-Site Parking 11 miles (700 parking space capacity)
Eby Stamp Mill
BELDEN TOWN
70
Stage
Stage
First Aid
Lodge
Bar
Food Vendor
Showers
RV Parking
RV Parking
Gate/ Check-In
Schoolhouse (no camping)
1
2
3
4
5
6
7
Corral (no camping past this point)
D
Sunset Campout - 2025
Belden Town, California

e) **Medical Facilities & Services**

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

Sunset Campout will have medical support available on-site 24 hours a day during the event. For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or provide transportation to local medical centers. We will be using the same medical provider as last year: RGX Medical. They have nearly a decade of experience in event medical support. Our medical staffing and plan includes:

- We will provide at least one California licensed Registered Nurse as well as 2 California licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher 24 hours a day. There will be a dedicated First Aid Station clearly marked and accessible to attendees.

- In addition to an AED, medical personnel will also have available basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask), oxygen, BLS airways, epinephrine for IM use (EpiPen), naloxone for IM/IN use, splinting, and immobilization devices.

- These medics will evaluate and treat any injury or illness brought to the attention of the Sunset Campout staff.

- On-site medics will perform assessment to determine appropriate treatment, and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.

- Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.

- A vehicle will be kept ready to transport the medics to the patient if necessary.

- A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to a local medical facility if that participant does not have a vehicle available and the medical event does not warrant an ambulance call.

- All Sunset Campout, Belden, High Rock Security, and RGX Medical staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Sunset Campout staff and medical staff on duty will have at least two fully functional cellular devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a landline that is available for our use in the event that on-site cellular communications are unavailable due to reasons beyond our control. Our medical services provider, will complete ICS Forms 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least two weeks prior to the event.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Mark Satterfield, MD 4/11/25

Plumas County Health Officer

Signature / Date

Medical Facilities & Services (cont.)

Additional measures related to emergency services and safety include:

-We will have close integration between Event leads, High Rock Security, Medical staff, and Belden staff to provide seamless and consistent monitoring and emergency response capabilities. Both Belden staff and High Rock Security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Sunset Campout. Our event staff will be clearly identifiable and carry radios in the event of emergency. One patrol (a two-person team) is on duty at all times, and at least one other patrol is on call in case of all types of emergencies, including medical. In the evening hours, we run several patrols in case of a critical incident.

- Our experienced operations team will work closely with both medical and security staff to make sure all facilities are well coordinated and in communication with Belden and local agencies.

- Over 10 years, with input from numerous agencies, we have honed an efficient traffic and parking management system that leaves only as many cars on-site as needed to accomplish an evacuation, and that provides clearance for emergency vehicles (see the section entitled Evacuation Plan in this permit application).

- Neither Sunset Campout nor any vendors hired by Sunset Campout sell or distribute alcohol to attendees. (Belden Resort does sell alcohol at their licensed bar, which is typically open from around 10AM until sometime between 10 PM and 1 AM each day.)

- Our email communications to ticket-holders will include language regarding river safety, including a warning that we do not provide lifeguards, and will post "Swim At Your Own Risk" signage on the Belden beach.

- While we will not have certified lifeguards on duty, we will schedule dedicated beach lookouts who remain vigilant during periods of high river usage.

- We will clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites.

- While Sunset Campout staff, Medical, and High Rock Security will be focused on the safety of Sunset Campout event participants, it is our expectation that Belden's staff will have sole responsibility for the safety of bystanders, specifically for any non-ticketholder Belden Resort (bar, restaurant, and store) patrons, including local passerby and any hikers from the nearby Pacific Crest Trail.

f) **Parking plan**

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street
Quincy, CA 95971
(530) 283-7011

The Sunset Campout staffs a team devoted to parking, which will coordinate the parking on the property in accordance with Plumas County, Belden, and the US Forestry Service rules and regulations. Sunset Campout sells 50 parking spaces to attendees for parking in Belden Town. There are also 50 are reserved for staff that requires their vehicle onsite such as medical, vendors, operations, and production. The remaining staff vehicles and guest attendee vehicles are parked at the off-site property known as Jack's Place, located 11 miles from Belden Town. The drivers of the vehicles parked at Jack's Place will be shuttled to Belden Town. All vehicles in Belden Town are guided into parking spots by our staff backed in facing out to the road. 15' easement is always left through town and fire lane access through vending area. The easement is measured and monitored by our full-time parking team from US Forestry Lot at the far end of the site through to the Belden Bridge and is marked either by natural barrier and/or traffic cones. We are applying for Highway Easement/Road Encroachment permits through Caltrans which will allow us to post signage along the highway, directing attendees to the off-site parking and Belden entrance.

Jack's Place has a capacity of 700+ vehicles which more than plenty to accommodate all attendees and staff vehicles. Our total vehicles at Jack's Place for our capacity event in 2024 was 547. There are total of 30 RV spaces in Belden Town in addition to the traditional parking spaces that are distributed amongst, staff, vendors, artists, and attendees depending on the needs of the festival. Areas used for parking that are of a combustible surface, such as areas with grass or other vegetation, will be mowed prior to the event and, if possible, watered down

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Tracy Ferguson, Planning Director — 4/11/25

Plumas County Planning Department — Signature / Date

(G)

Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works
1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On Site Traffic Control

Before Event Begins

- "Special Event Ahead" signs will be placed at mileposts 13.4 and 15.1 on the State Highway to warn the traveling public of an event at Belden. "Temporary No Parking" signs shall be placed every one hundred feet (100') from the Belden Bridge to the "Special Event Signs".

- Spray chalk will be used to:
  - Draw arrows off the bridge and up to the RV lot to direct traffic flow.
  - Post "no parking" and "fire lane" signs along the back road adjacent to the Forest Service Campground.
  - Mark the 15' width of the fire lane required along the length of Belden Town Road.

As Attendees Arrive

- During the entire even, check-in will be located in the RV lot. Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with their noses pointing out back toward the bridge, ready to drive back out of the lot.
- Attendees will be allowed to check-in and unload their vehicles. Attendees will not be allowed to drive vehicles past the check-in area unless they have an onsite parking pass.
- The driver will be directed to take the vehicle to the off-site parking lot where they will park the vehicle and be shuttled back to Belden.
- Attendants will be available to make sure that traffic is not allowed to back up onto the bridge or State Highway.

As Attendees Leave

- Vehicles returning to Belden will be staggered to prevent a traffic jam. The shuttle schedule will dictate how many vehicles will be allowed onsite at a time.
- Attendants will be available to help ensure a safe and effective loading process.

County Agency Approval:

The traffic control plan as described above is approved for the Sunset Campout scheduled for June 20th thru June 23th 2025.

Mark S 4-17-25

Plumas County Department of Public Works Signature/Date

i) **Transient Occupancy Taxes**

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Please see attached TOT Registration Form to represent the form to be used for submisison.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Jennifer Tuck — 4/24/25

Plumas County Tax Collector — Signature / Date

PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Julie White, Treasurer/Tax Collector**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Adopt RESOLUTION Renewing Delegation of Authority to the Treasurer to invest County funds and funds of other depositors for calendar year 2025; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** Renewing Delegation of Authority to the Treasurer to invest County funds and funds of other depositors for calendar year 2025; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

In accordance with Government Code Sections 53607 and 27000.1, the Board of Supervisors annually delegates the authority to the Treasurer to invest the excess funds available in the treasury. Excess funds are those funds not being expended on any given day. Each day investment decisions are made that enable all available funds to be invested in LAIF, CAMP, PBAA or long term with PFM Asset Management.

In addition to investing those funds which are under the direction of the Board of Supervisors, the Treasurer is the existing Treasurer for all those local agencies with funds on deposit in the treasury and invests those funds on behalf of the said agencies. Board authority is required to accept funds from outside county agencies for the purpose of investing by the County Treasurer.

The investment authority was not previously authorized to the Treasurer for the 2022, 2023 and 2024 calendar year. The Treasurer has come before the Board on 4 previous occasions to request approval. The item was either moved to a further agenda by the Board or removed from the agenda; January 2, 2024, January 16, 2024, February 6, 2024, and February 13, 2024. The Authority has not been delegated to the Treasurer and the Board of Supervisors did not assume the investments per Government Code. The Treasurer gave an update on the state of the investments and other department items on March 19, 2024.

County Counsel has approved the resolution to invest for 2025. The interest apportionments are current through F/Y 2024-2025, quarter 3. The investment reports are filed and distributed through March 2025. The Treasurer is continuing to work with the Sympro investment software company to move to full integration. A Treasury Oversight Audit will start shortly for the 2022-2023 F/Y and move forward to following fiscal years. As time allows, the Treasury Oversight Committee will be reinstated.

I respectfully request that the Resolution Delegating the Authority to Invest County funds and funds of other depositors be approved by the Board of Supervisors.

Action:

Adopt **RESOLUTION** Renewing Delegation of Authority to the Treasurer to invest County funds and funds of other depositors for calendar year 2025; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 5687 FINAL

Resolution No. 25-

A RESOLUTION RENEWING DELEGATION OF AUTHORITY TO TREASURER TO INVEST COUNTY FUNDS AND FUNDS OF OTHER DEPOSITORS FOR CALENDAR YEAR 2025.

WHEREAS, pursuant to Sections 53607 and 27000.1 of the Government Code, the Board of Supervisors has reviewed the delegation of authority to the Plumas County Treasurer-Tax Collector to invest or reinvest the funds of the county and funds of other depositors in the county treasury; and,

WHEREAS, pursuant to Section 53684 of the Government Code, after determination of any excess funds of a local agency by an official responsible for such funds, which excess funds are not required for immediate use, such funds may therefore be deposited into the county treasury for the purpose of investments by the County Treasurer, pursuant to the provisions provided in Sections 53601 and 53635 of the Government Code.

WHEREAS, after such delegation the Treasurer assumes full responsibility for those transactions until the Board revokes this authority by ordinance or does not renew the annual delegation by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Plumas as follows:

1. The Board of Supervisors hereby approves that the Plumas County Treasurer-Tax Collector is delegated the authority to invest or reinvest the funds of the county and other depositors in the county treasury for calendar year 2025.
2. Any excess funds of a county agency that have been determined not to be required for immediate use may be deposited into the county treasury pursuant to Govt Code § 53684 for the purpose of investment by the county treasurer.

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 the Board held on the 3rd day of June, 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

_____

Chairperson, Board of Supervisors

Attest:

_____

Clerk of the Board

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Todd Johns, Sheriff**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Plumas County Sheriff's Office to pay Got Power, a non-contract invoice in the amount of $1,356.70 for labor and parts associated with replacing the batteries for the emergency battery backup for the IT room at the Sheriff's Office; (Non General Fund Impact) use of budget line item 70331 / 524400 (AB443 / SPECIAL DEPT EXPENSE); discussion and possible action.**

Recommendation:
Approve and authorize Plumas County Sheriff's Office to pay Got Power, a non-contract invoice in the amount of $1,356.70 for labor and parts associated with replacing the batteries for the emergency battery backup for the IT room at the Sheriff's Office; (Non General Fund Impact) use of budget line item 70331 / 524400 (AB443 / SPECIAL DEPT EXPENSE); discussion and possible action.

Background and Discussion:
The emergency battery backup system for the IT room at the Sheriff's Office needed batteries to be replaced.

Action:

Approve and authorize Plumas County Sheriff's Office to pay Got Power, a non-contract invoice in the amount of $1,356.70 for labor and parts associated with replacing the batteries for the emergency battery backup for the IT room at the Sheriff's Office; (Non General Fund Impact) use of budget line item 70331 / 524400 (AB443 / SPECIAL DEPT EXPENSE); discussion and possible action.

Fiscal Impact:

(Non General Fund Impact) use of budget line item 70331 / 524400 (AB443 / SPECIAL DEPT EXPENSE)

Attachments:
1. 03-INV115171

Headquarters:
925-229-2700
150 Nardi Ln.
Martinez, CA 94553

916-564-2622
4372 Pinell St.
Sacramento, CA 95838

775-331-4151
1395 Spice Islands Dr.
Sparks, NV 89431

SERVICE INVOICE

Invoice: 03-115171
Date: 5/20/2025

PO:
CustId: PLUMAS COUNTY S

Cust Email: sarahnovak@countyofplumas.com
Phone: (530) 283-6361
Salesperson: BLawson
User: LScheneman

Bill To:	Ship To:
PLUMAS COUNTY SHERIFF'S OFFICE CHAD 1400 E. MAIN ST. QUINCY, CA 95971 US	PLUMAS COUNTY SHERIFF'S OFFICE CHAD 1400 E. MAIN ST. QUINCY, CA 95971 US (530) 283-6361 x

Opened: 5/19/2025
Work Order No: 03-122304
Pickup Date:

Responsible Tech: Cnejedly
My Ref:
Delivery Date:

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
INSTALL ATS BAT		**Unit: None** BATTERY INSTALL --- DROVE TO SITE AND REPLACED UPS BATTERIES. DISCONNECTED BATTERIES AND PUT UNIT IN BYPASS MODE. REMOVED AND RECONNECTED ALL BATTERIES INTO CORRECT SPOTS. BLEW OFF FILTER. RESTARTED UNIT AND NO ALARMS WHERE PRESENT. CUSTOMER PROVIDED BATTERIES AND NEEDS TO PROVIDE (4) MORE - WE WERE (4) SHORT. CLEANED UP SUPPLIES AND DROVE BACK TO SHOP. 32 BATTERIES SUPPLIES BY CUSTOMER - NO HOUR METER.					
	SL	**NEVADA CONTRACT FIELD LABOR 2025**	**5.5000**		**$165.00**		**$907.50**
MILE 0	**MC**	**MILEAGE**	**140.0000**		**$3.00**		**$420.00**
	SS	**SUPPLIES/FEES**	**1.0000**	**Y**	**$27.23**		**$27.23**
						Segment Total:	**$1,354.73**

Labor:	$907.50
Misc Charges:	$420.00
SUPPLIES/FEES:	$27.23

Totals

Sub Total:		**$1,354.73**
California 6%:	$1.63	
Plumas 1.25%:	$0.34	
Total Tax:		**$1.97**
Invoice Total:		**$1,356.70**

Forms of Payment

Type	Description	Amount
Amount Due	Customer Id: PLUMAS COUNTY S	$1,356.70
	Finance charges of 18% are assessed on past due accounts.	
	Total Forms of Payment:	**$1,356.70**

Balance Due On This Invoice: $1,356.70

No returns without original invoice. 20% service charge on all returned parts. No returns after 10 days. Sales are final on electrical, fuel system components, and special order items. Cores returned after 20 days are subject to a 10% service charge. You will be charged a 3% convenience fee on credit card purchases.
REMIT PAYMENTS TO: CD & POWER
150 NARDI LANE,
MARTINEZ, CA 94553

Thank you for your business!

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**11:00AM PUBLIC HEARING. Introduce and waive the first reading of an ORDINANCE, adding Chapter 9.5 Local Responsibility Area Fire Hazard Severity Zones to Plumas County Code Title 9 Planning and Zoning; approved as to form by County Counsel; Roll call vote**

Recommendation:

1. Receive staff report; and
2. Introduce and waive the first reading of the Ordinance; and
3. Open the properly noticed public hearing (notice of public hearing posted on May 23, 2025, pursuant to CA Government Code Section 65090) and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on June 10, 2025, for consideration of adoption by Board of Supervisors Resolution No. 25-____ and Ordinance No. 25-____.

Background and Discussion:

Local Responsibility Area (LRA) Fire Hazard Severity Zones (FHSZ)

The Office of the State Fire Marshal is mandated by Government Code Sec. 51178 to identify levels of fire hazard in the Local Responsibility Area (LRA) based on consistent statewide criteria and the expected severity of fire hazards, and Government Code Sec. 51179 requires the State Fire Marshal to make recommendations of fire hazard severity zones to local agencies (Sec. 51177(e)), for city and county designation and adoption by ordinance.

On February 10, 2025, Plumas County received the 2025 updated official hazard map entitled “Plumas County – Unincorporated LRA Local Responsibility Area Fire Hazard Severity Zones as Identified by the State Fire Marshall” (dated January 22, 2025), which evaluates “hazard,” not “risk” to include areas or zones of Very High, High, and Moderate fire hazard based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas (Government Code Sec. 51178). The zones must be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the State Fire Marshall as a major cause of wildfire spread. This 2025 map update is intended to enhance California’s approach to wildfire preparedness.

LRA Areas in Unincorporated Plumas County

LRA areas in Plumas County are those where the local agency is responsible for wildfire protection, which in the case of Plumas, is the responsibility of the local fire protection special districts. Specifically, the areas of LRA in unincorporated Plumas County are within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley. Local fire protection special districts affected include Peninsula Fire Protection District (Chester), Quincy Fire Protection District (Quincy/East Quincy), and Beckwourth Peak Fire Protection District (Sierra Valley).

ORDINANCE ADOPTION AND OFFICIAL HAZARD MAP INCORPORATION BY REFERENCE

Pursuant to Government Code Sec. 51179(a), Plumas County must adopt the 2025 LRA Moderate, High, and Very High FHSZs in the unincorporated area of the County by ordinance, with an associated map incorporated by reference, no later than June 10, 2025. Then, Plumas County must transmit a copy of the ordinance/map adopted by the Board of Supervisors to the State Fire Marshall no later than July 10, 2025.

A model ordinance was made available by the State Fire Marshall (Government Code Sec. 51179(e)) and the proposed Plumas County Code Title 9 Planning and Zoning, Chapter 9.5 Local Responsibility Area Fire Hazard Severity Zones Ordinance is substantially in conformance with the model ordinance. As such, the Ordinance will be presumed by the State to be compliant with the requirements of the Government Code.

Government Code Sec. 51179(b)(1) allows for Plumas County, at its discretion, to include areas not identified as Very High FHSZs, as Very High following a finding supported by substantial evidence in the record that the requirements of Government Code Sec. 51182 (i.e., defensible space) are necessary for effective fire protection within the area. Further Government Code Sec. 51179(b)(2) allows for Plumas County, at its discretion, include areas not identified as Moderate and High FHSZs, as Moderate and High. Furthermore, Government Code Sec. 51179(b)(3) directs that Plumas County cannot decrease the level of fire hazard severity zones for any area and may only increase the level. Pursuant to Government Code Sec. 51179(d) any changes made by Plumas County to the 2025 LRA FHZS maps provided by the State Fire Marshall are final and are not rebuttable by the State.

The official hazard map entitled “Plumas County – Unincorporated LRA Local Responsibility Area Fire Hazard Severity Zones as Identified by the State Fire Marshall” (dated January 22, 2025) is not being recommended to be modified by the Board of Supervisors and is for the purpose of evaluating local wildfire hazard planning decisions and not insurance wildfire risk underwriting decisions. The proposed Ordinance, as recommended by the State Fire Marshall model ordinance and pursuant to Government Code Sec. 51178, provides an electronic link to where the official hazard map is located on the County website: https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map.

PUBLIC OUTREACH AND COMMENT

Pursuant to Government Code Sec. 51178.5, Plumas County made the LRA information available for public review and comment through establishing a website, as follows: https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map in addition to posting a notice (Government Code Sec. 51179(g)) at the office of the County Clerk/Recorder, County Assessor, and County Planning Department identifying the location of the map provided by the State Fire Marshal pursuant to Government Code Sec. 51178.

Hard copy maps for viewing and further information can also be obtained from the Planning Department at 555 Main Street, Quincy, or by calling or emailing Tracey Ferguson, Planning Director, at traceyferguson@countyofplumas.com or 530-283-6214.

Since March 11, 2025, Planning Director Ferguson has participated in the following state and public meetings to obtain and provide 2025 LRA FHSZ information:

1. March 24, 2025, Chester Town Hall Public Meeting
2. March 29, 2025, Plumas County Fire Chiefs Association Meeting
3. April 1, 2025, CAL FIRE Office of the State Fire Marshall (Land Use Planning staff Bryan Carter, Battalion Chief; Shelley Redden, Battalion Chief; Kevin Lindo, Battalion Chief; and Kevin Merkh, Battalion Chief of the Subdivision Review Program)
4. April 2, 2025, Beckwourth Peak Fire Protection District Board Meeting
5. April 10, 2025, Plumas County Fire Safe Council Public Meeting
6. May 14, 2025, Firewise Lead Virtual Meeting

Public comments received during the outreach meetings, in person at the Planning Department counter, written emails, and by telephone primarily included the following concerns:

- Whether the hazard maps will be used by insurance companies to evaluate wildfire risk when underwriting fire insurance coverage?
- Will property tax values be affected?
- Will the cost of residential construction be increased for areas designated as LRA Very High and High with the requirement to build to California Building Code Standards, Chapter 7A, Materials and Construction Methods for Exterior Wildfire Exposure?
- Questioning the inputs and methodology the Office of the State Fire Marshall utilized in modeling the hazard zones.
- How did the Office of the State Fire Marshall come up with the LRA boundaries, that is, does it correlate to the local town boundaries or something else?

POSTCARD NOTIFICATION TO PROPERTY OWNERS WITHIN THE LRA

Additionally, on April 15, 2025, the Board of Supervisors directed a standard postcard direct mailing to be sent to property owners within in the LRA, which was entitled "Public Notice & Request for Comment—Fire Hazard Severity Zones" and read:

The Office of the State Fire Marshall has recommended new levels of Fire Hazard Severity Zones (FHSZs) within Local Responsibility Areas (LRA) affecting unincorporated Plumas County in the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley. You have been identified as a property owner of a parcel(s) within the LRA and may be impacted by the proposed FHSZ map amendments. Prior to adopting an ordinance that designates 2025 LRA Moderate, High, and Very High FHSZs map, information is available for public review and comment on the Plumas County Planning Department website under "LRA Fire Hazard Severity Zones (FHSZ) Map." https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map. County Board of Supervisor public hearings will be held on June 3, 2025, and June 10, 2025, at 11AM (time certain) in the Board of Supervisors Chambers, 520 Main Street, Room 308, Quincy to receive public comment in person, virtually by live streaming, or by phone. To make a public comment prior to the public hearings, obtain hard copy maps for viewing, and for further information please visit the Planning Department at 555 Main Street, Quincy, or call or email Tracey Ferguson, Planning Director, at traceyferguson@countyofplumas.com or 530-283-6214.

A total of 2,052 postcards were mailed on May 9, 2025, at a cost of $1,217.26 ($19.28 paper, $18.08 labels, $30.78 copies, and $1,149.12 postage) paid by the FY24/25 Board of Supervisors (20010) Office Expense (521800) and Postage/Ship, Mail Cost (520210) budgets.

Action:

1. Receive staff report; and
2. Introduce and waive the first reading of the Ordinance; and
3. Open the properly noticed public hearing (notice of public hearing posted on May 23, 2025, pursuant to CA Government Code Section 65090) and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on June 10, 2025, for consideration of adoption by Board of Supervisors Resolution No. 25-____ and Ordinance No. 25-____.

Fiscal Impact:

Planning Department staff time regular wages in FY24/25 General Fund department budget.

Attachments:

1. LRA FHSZ Ordinance_Exhibit A_DRAFT BOS 6.3.25
2. FHSZ_County_LRA Hazard Map_Plumas_1.22.25
3. FHSZ_County_PlumasCo_Chester_LRA
4. FHSZ_County_PlumasCo_Quincy_EastQuincy_LRA
5. FHSZ_County_PlumasCo_Sierra_Valley_LRA

6. Fire Hazard Severity Zone_Rqrmnts_OSFM Webinar_12-19-24
7. LRA Public Comment

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING ADDING CHAPTER 9.5 TO DESIGNATE LOCAL RESPONSIBILITY AREA MODERATE, HIGH, AND VERY HIGH FIRE HAZARD SEVERITY ZONES CONSISTENT WITH STATE LAW WITH AN ASSOCIATED OFFICIAL HAZARD MAP HEREBY INCORPORATED BY REFERENCE DATED JANUARY 22, 2025, AND ENACTED BY BOARD OF SUPERVISORS RESOLUTION NO. 2025-_____

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance Amendment

Title 9 Planning and Zoning of the Plumas County Code is hereby added to as set forth below, as implemented by Exhibit "A" attached hereto.

Chapter 9.5 Local Responsibility Area Fire Hazard Severity Zones
Article 1. - PURPOSES AND APPLICATION
Sec. 9-9.5.101. - Purposes.
Sec. 9-9.5.102. - Application.
Article 2. - DEFINITIONS
Sec. 9-9.5.201. - Application.
Sec. 9-9.5.202. - "Fire Hazard Severity Zones (FHSZs)"
Sec. 9-9.5.203. - "Fuel"
Sec. 9-9.5.204. - "Hazard"
Sec. 9-9.5.205. - "Local agency"
Sec. 9-9.5.206. - "Local Responsibility Area (LRA)"
Sec. 9-9.5.207. - "Risk"
Sec. 9-9.5.208. - "Vegetation"
Sec. 9-9.5.209. - "Wildfire"

SECTION 2. Resolution

The adding of Chapter 9.5 Local Responsibility Area Fire Hazard Severity Zones to Title 9 Planning and Zoning of the Plumas County Code is consistent with the Board of Supervisors Resolution No. 2025-_____ and shall serve to implement the Ordinance adopted by the Board of Supervisors for the purposes of designating levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51179 in the Local Responsibility Area (LRA) that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178 and incorporating by reference the official hazard map entitled "Plumas County – Unincorporated LRA Local Responsibility Area Fire Hazard Severity Zones as Identified by the State Fire Marshall" (dated January 22, 2025)—unmodified by the Board of Supervisors—to be utilized for evaluating local wildfire hazard planning decisions and not insurance wildfire risk underwriting decisions.

SECTION 3. Environmental Compliance

The Ordinance adoption is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sec. 15060(c)(3) as the activity is not a "Project" as defined in Public Resources Code Sec. 21065, meaning, "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment," and CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, Sec. 15378 because the Ordinance has no potential for resulting in a direct or indirect physical change in the environment.

SECTION 4. Effective Date

This ordinance shall become effective 30 days from the date of Board of Supervisors adoption.

SECTION 5. Codification

This ordinance shall be codified as set forth in Exhibit "A" attached hereto.

SECTION 6. Publication

A summary of this ordinance shall be posted in a prominent location, pursuant to Sec. 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the adoption of the ordinance, once, with the names of the supervisors voting for and against the ordinance, at the Board of Supervisors Chambers and shall remain posted thereafter for at least one (1) week.

The foregoing Ordinance was introduced on June 3, 2025, and duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on this 10th day of June, 2025 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

_____
Kevin Goss, Chair of the Board of Supervisors

ATTEST:

_____
Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

"EXHIBIT A"

PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 9.5 LOCAL RESPONSIBILITY AREA
FIRE HAZARD SEVERITY ZONES

DRAFT

Article 1. - PURPOSES AND APPLICATION

Sec. 9-9.5.101. - Purposes.

(a) The provisions of this chapter are to designate into this Code levels of fire hazard consistent with State Law pursuant to Government Code Sec. 51179 in the Local Responsibility Area (LRA) that being moderate, high, and very high Fire Hazard Severity Zones (FHSZs) as recommended by the State Fire Marshall pursuant to Government Code Sec. 51178.

(b) The official hazard map hereby incorporated by reference and entitled "Plumas County – Unincorporated LRA Local Responsibility Area Fire Hazard Severity Zones as Identified by the State Fire Marshall" (dated January 22, 2025) has not been modified by the Board of Supervisors and shall be for the purpose of evaluating local wildfire hazard planning decisions and not insurance wildfire risk underwriting decisions. The official hazard map is also located electronically on the following County website: https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map.

Sec. 9-9.5.102. - Application.

(a) The application of the provisions of this chapter and those portions of this Code which implement the LRA FHSZs shall identify LRA areas in unincorporated Plumas County by the State Fire Marshal pursuant to Government Code Sec. 51178 as moderate, high, and very high FHSZs based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high FHSZs shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

(b) LRA areas in unincorporated Plumas County are within the Town of Chester, Town of Quincy, Town of East Quincy, and Sierra Valley and are areas where the local agency fire protection special district is responsible for wildfire protection.

(c) Local agency fire protection special districts responsible include Peninsula Fire Protection District (Town of Chester), Quincy Fire Protection District (Town of Quincy and Town of East Quincy), and Beckwourth Peak Fire Protection District (Sierra Valley).

Article 2. - DEFINITIONS

Sec. 9-9.5.201. - Application.

For the purposes of this chapter, unless otherwise apparent from the context, certain words and phrases used in this chapter are defined in this article.

Sec. 9-9.5.202. - "Fire Hazard Severity Zones (FHSZs)" means areas designated as moderate, high, and very high by the State Fire Marshal pursuant to Government Code Sec. 51178 in the Local Responsibility Area (LRA) that are not in the State Responsibility Area (SRA).

Sec. 9-9.5.203. - "Fuel" means any combustible material, including petroleum-based products, cultivated landscape plants, grasses, and weeds, and wildland vegetation.

Sec. 9-9.5.204. - "Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

Sec. 9-9.5.205. - "Local agency" means a fire protection special district responsible for wildfire protection within the Local Responsibility Area (LRA).

Sec. 9-9.5.206. - "Local Responsibility Area (LRA)" means an area which a local agency is responsible for wildfire protection.

Sec. 9-9.5.207. - "Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

Sec. 9-9.5.208. - "Vegetation" is fuel for a wildfire and means all plants, including trees, shrubs, grass, and perennial or annual plants.

Sec. 9-9.5.209. - "Wildfire" means an unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to extinguish the fire.

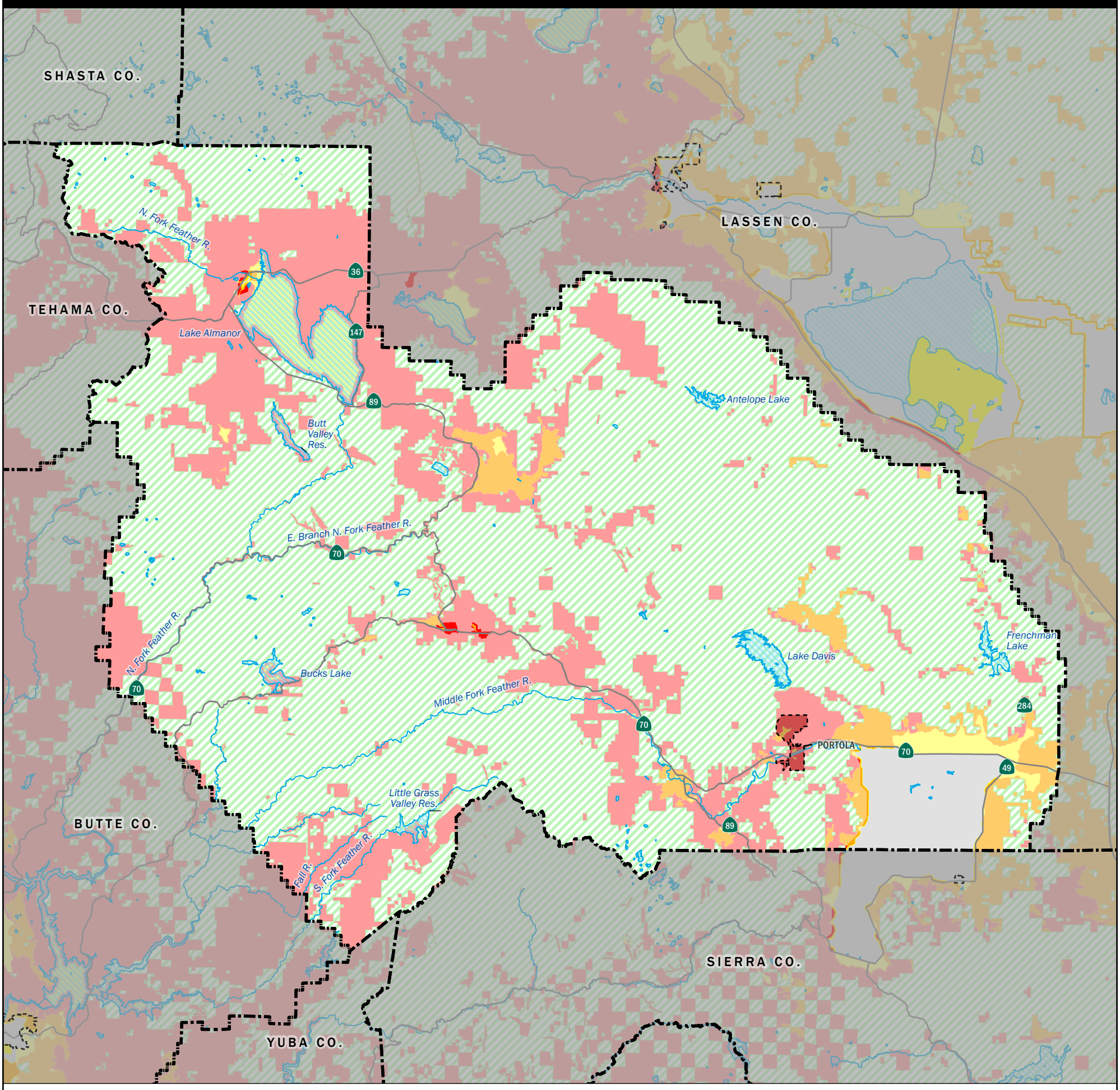
DRAFT

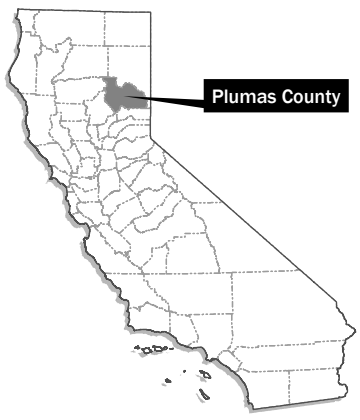
PLUMAS COUNTY – UNINCORPORATED LRA

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

January 22, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 10 20

Km 0 10 20 30 40

Projection: NAD 83 California Teale Albers
Scale: 1:497,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

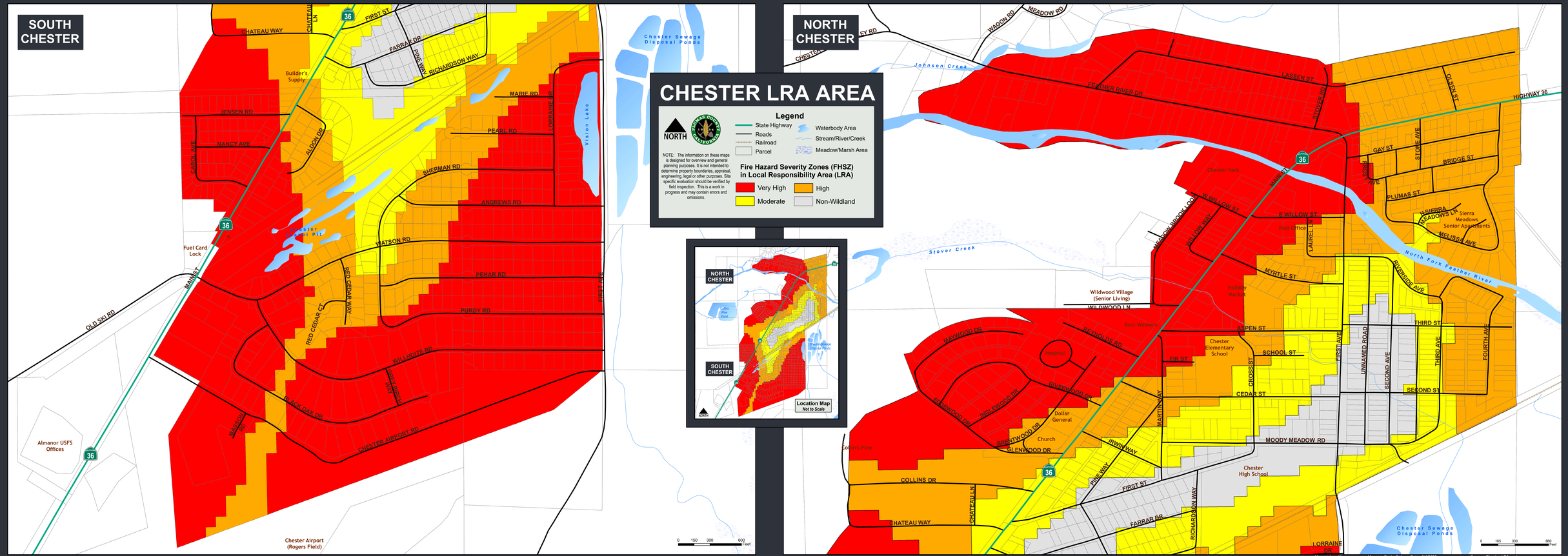
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

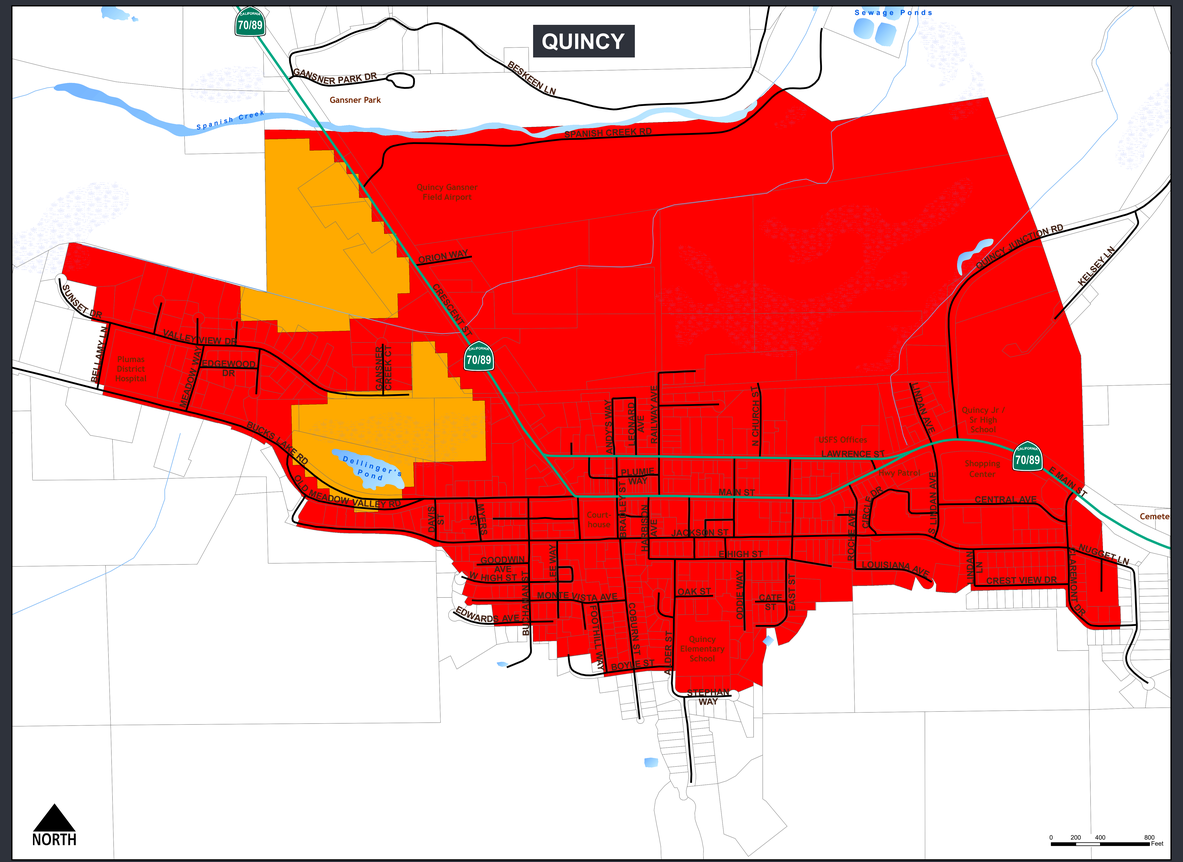
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

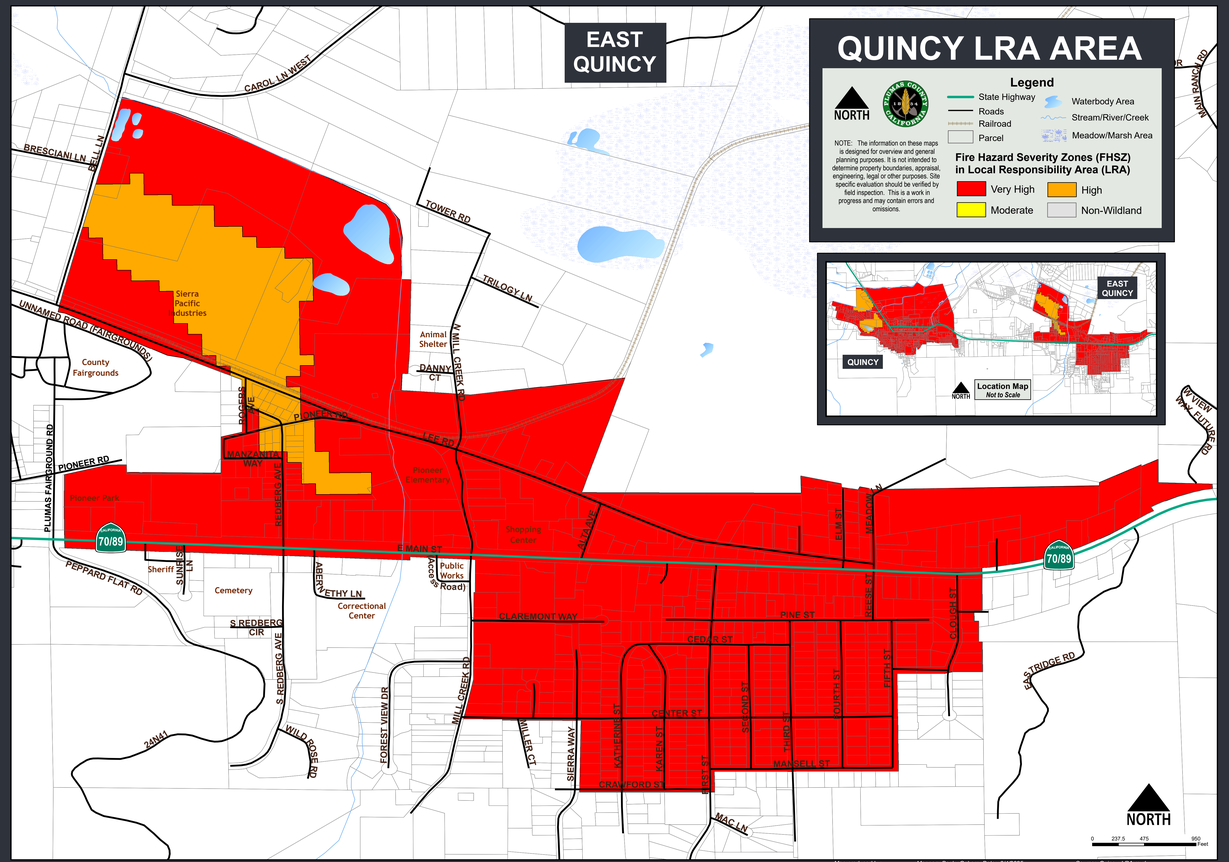
CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalization)



Map produced by Plumas County GIS Division. Mapper: Becky Osborn Date: 3/4/2025 Data Sources: Plumas County Framework Data, CalFire. Source: Chester_LRA.mxd Projection: California State Plane, Zone 1, NAD 1983





Map produced by Plumas County GIS Division *Mapper: Becky Osborn Date: 3/4/2025* *Data Sources: Plumas County Framework Data, CalFire* *Source: Quincy_LRA.mxd Projection: California State Plane, Zone 1, NAD 1983*

SIERRA VALLEY LRA

NORTH

NOTE: The information on these maps is designed for overview and general planning purposes. It is not intended to determine property boundaries, appraisal, engineering, legal or other purposes. Site specific evaluation should be verified by field inspection. This is a work in progress and may contain errors and omissions.

Legend

- State Highway
- Roads
- Railroad
- Parcel
- Waterbody Area
- Stream/River/Creek
- Meadow/Marsh Area

Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA)

- Very High
- High
- Moderate
- Non-Wildland

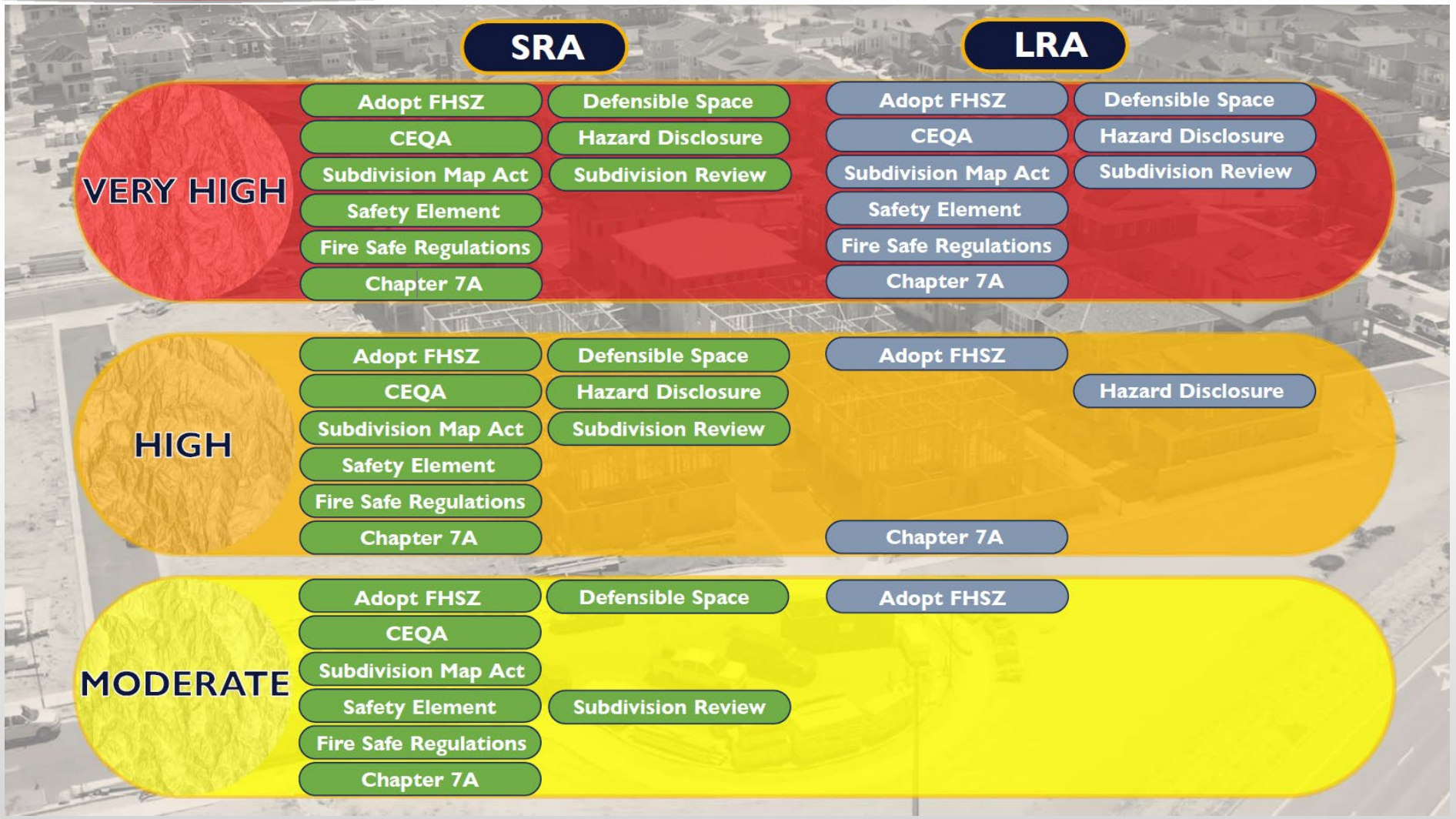
Beckwourth
Nervino Airfield
Vinton
Sierra Valley Channels
Little Last Chance Lake
NORTH CHANNEL LITTLE LAST CHANCE CREEK
EAST CHANNEL LITTLE LAST CHANCE CREEK

COUNTY ROAD 125
BRADLEY RATE RD
PANORAMIC RD
WENDRU RD
BECKWOURTH GENESEE RD
MAIN ST
N INDUSTRIAL WAY
MAGPIE RD
HAWLEY RD
23N65
MADDALENA RD
HARRISON RANCH RD
DOTTA-GUIDICI RD
HIGHWAY 70
EDE ST
AUSTIN RD
BECKWOURTH LOYALTON RD
RAMELLI GREIG RD
COWI CAMP RD
22N03
VALLE VISTA DR
SEGUNDO RD
MONEY RD
RANCH RD
MARBLE HOT SPRINGS RD
DYSON LN
SIERRA VALLEY RD
HIGHWAY 49
22N01 (aka Money Rd)
BECKWOURTH CALPINE RD
OLD COUNTY RD
LITCHFIELD RD
SIERRA VALLEY MCNELLA LN
HARRIET LN
CORRECO CANYON RD
CHURCH LN
CARMEN VALLEY TRL
CARMEN VALLEY RD
DOTTA LN

SIERRA COUNTY

Map produced by: Plumas County GIS Division
Mapper: Becky Osborn Date: 3/4/2025
Data Sources: Plumas County Framework Data, CalFire
Source: Sierra_Valley_LRA.mxd
Projection: California State Plane, Zone 1, NAD 1983

Fire Hazard Severity Zones (FHSZ)



Ferguson, Tracey

From: Zac Cogle <zwcogle@gmail.com>
Sent: Monday, May 12, 2025 8:57 PM
To: Ferguson, Tracey
Subject: Fire severity

You don't often get email from zwcogle@gmail.com. Learn why this is important

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.

Hi! Zac Cogle here. Wildland fire fighter for 26 years. Currently a firefighter with the PNF. Structure protection specialist.

I struggle to see how downtown Quincy is very high fire danger. I see the section where it is high danger and it looks like they pulled the flood layer out of GIS and slapped it over.

The fuel loading, slope and fire history in downtown Quincy all suggest that it is not very high but low.

Home owners insurance is already through the roof and being very high is only going to make it worse.

Let's look at this logically and pick out areas that won't burn.

Thanks!

Ferguson, Tracey

From: Ky Plaskon <kyplaskon@gmail.com>
Sent: Thursday, May 15, 2025 3:41 PM
To: Ferguson, Tracey
Cc: Haley Shafer
Subject: Re: Fire Hazard Severity Zones Maps

You don't often get email from kyplaskon@gmail.com. Learn why this is important

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.

Thank you for sending me the maps. Please enter this as public comment for the June 3rd County Board of Supervisors Meeting:

More information is needed regarding how these maps were developed. As a property owner in Quincy and person trained in wildland fire control, I am alarmed that the maps appear to be based on property lines and ownership. For instance, the maps in Quincy show wetlands owned by Feather River College as lower risk than adjacent wetlands. Neither wetlands have any development. The only difference is ownership. Similarly, the property lines of Sierra Pacific Industries (A property full of flammable wood and structures) is considered low risk but is completely surrounded by high risk properties. Meanwhile, properties that are in the forest have no designation at all. Property lines and ownership should not determine wildfire risk. The urban setting, proximity of fire hydrants and density of vegetation should be factors determining risk. Please reject these maps and

provide the public with more information regarding how decisions are being made.

On Thu, May 15, 2025 at 8:46 AM Ferguson, Tracey <TraceyFerguson@countyofplumas.com> wrote:

Hello Ky – see attached, the map for Quincy/East Quincy, and the State Insurance Commissioner's statement.

For more information, see:

https://www.plumascounty.us/3354/LRA-Fire-Hazard-Severity-Zones-FHSZ-Map

Tracey Ferguson, AICP

Planning Director

Plumas County Planning Department

P: (530) 283-6214

traceyferguson@countyofplumas.com

Confidentiality: This message is intended for the sole use of the individual or entity to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify the sender immediately.

From: Ky Plaskon <kyplaskon@gmail.com>
Sent: Thursday, May 15, 2025 8:39 AM
To: Ferguson, Tracey <TraceyFerguson@countyofplumas.com>
Cc: Haley Shafer <haley.shafer@lpins.net>
Subject: Fire Hazard Severity Zones Maps

You don't often get email from kyplaskon@gmail.com. Learn why this is important

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.

Hello Tracey,

I am the owner of 567 Lawrence Street and 159 Jackson in Quincy. Can you send me digital copies of maps so that I can submit informed comment?

Could these maps potentially impact fire insurance costs?

Thank you!

Ky

--

President: Nevada Bicycle Coalition

Founder: Bike Life Radio on KWNK 97.7 FM Reno

Author: Silent Heroes of the Cold War: Declassified

Former President and current Board Member, Truckee Meadows Bicycle Alliance

KyPlaskon.com 775-287-0302

--

President: Nevada Bicycle Coalition
Founder: Bike Life Radio on KWNK 97.7 FM Reno
Author: Silent Heroes of the Cold War: Declassified
Former President and current Board Member, Truckee Meadows Bicycle Alliance
KyPlaskon.com 775-287-0302

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kyle Hardee, Administrative Services Officer**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of ($150,000.00) from (Cash-Reserve #10147) to (Cash-Balance #10100) to cover the over-budget costs (change in billing systems); approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:
The Director of Behavioral Health respectfully recommends that the Board of Supervisors approve the attached budget transfer in the amount of $150,000.

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 being delayed 7 months in Medi-Cal billing and over 11 months in receiving payment from the State. 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 and authorize supplemental budget transfer(s) of ($150,000.00) from (Cash-Reserve #10147) to (Cash-Balance #10100) to cover the over-budget costs (change in billing systems); approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) State Funds

Attachments:
1. Budget Transfer Request 5-20-25

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Behavioral Health Dept. No: 70570 Date 5/20/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

1,687,057.81

Fund #	Dept #	Acct #	Account Name	$ Amount
0014	70570	10147	Cash-Reserve	150,000.00
			Total (must equal transfer to total)	150,000.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0014	70570	10100	Cash-Balance	150,000.00
			Total (must equal transfer to total)	150,000.00

RECEIVED
MAY 21 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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: _____

X 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 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: **May 20, 2025**

Re: **Transfer of Funds from Cash-Reserve to Cash-Balance**

A) With the implementation of CalAIM reform in July 2024, the Department had to change billing systems. Delays in system implementation and State processes have resulted in the Department currently being 8 months behind in Medi-Cal reimbursement billing, for approximately $3 million. 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 current, 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.

BALANCE SHEET FOR 2025 13

FUND: 0014 MENTAL HEALTH / SUB-FUND 00000				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	0014010	10100	CASH - BALANCE	.00	302,687.26
	0014010	10147	CASH - RESERVE	.00	1,687,057.81
	0014010	10191	CASH - MH AB1810	.00	20.58
	0014010	10192	CASH - MH WPC	.00	1,191.02
			TOTAL ASSETS FOR SUB-FUND 00000	.00	1,990,956.67
LIABILITIES					
	0014020	20200	ACCOUNTS PAYABLE	.00	-386.64
			TOTAL LIABILITIES FOR SUB-FUND 00000	.00	-386.64
FUND BALANCE					
	0014030	3000	RESTRICTED (UNDSGN-B)	.00	-2,354,636.21
	0014039	3990	BUDGET FUND BALANCE	.00	-59,570.00
	0014039	3991	EXPEND BUDGET CONTROL	.00	-6,484,744.00
	0014039	3992	REVENUE BUDGET CONTROL	.00	6,544,314.00
	0014039	3995	EXPENDITURE CONTROL	.00	6,349,611.49
	0014039	3996	REVENUE CONTROL	.00	-5,985,545.31
			TOTAL FUND BALANCE FOR SUB-FUND 00000	.00	-1,990,570.03
			TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000	.00	-1,990,956.67

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kyle Hardee, Administrative Services Officer**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of ($550,000.00) from Mental Health #70570 (10100 cash-Balance) to (Professionsal Services #521900) to cover the over-budget costs; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer(s) of ($550,000.00) from Mental Health #70570 (10100 cash-Balance) to (Professionsal Services #521900) to cover the over-budget costs(Intergovernmental Transfers); approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

At mid-year budget review, it was identified that Intergovernmental Transfers (IGTs) were not included in the 521900 Professional Services expense account. Correct paperwork was not provided to the Auditor's office in time to be included in mid-year budget adjustments.

Action:

Approve and authorize supplemental budget transfer(s) of ($550,000.00) from Mental Health #70570 (10100 cash-Balance) to (Professional Services #521900) to cover the over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) State Funds

Attachments:

1. Budget Transfer Req Prof Svcs 5-20-25

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Behavioral Health Dept. No: 70570 Date 5/20/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

324,767.20

Fund #	Dept #	Acct #	Account Name	$ Amount
0014	70570	10100	Cash-Balance	550,000.00
			Total (must equal transfer to total)	550,000.00

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0014	70570	521900	Professional Services	550,000.00
			Total (must equal transfer to total)	550,000.00

RECEIVED
MAY 21 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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 more than anticipated, not enough funds to cover invoices

B) Funds moved from Cash-Reserves

C) Expenses must be covered in FY 24/25

D)

Approved by Department Signing Authority: [signature]

X Approved/ Recommended ____ Disapproved/ Not recommended

Auditor/Controller Signature: [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.

BALANCE SHEET FOR 2025 13

FUND: 0014 MENTAL HEALTH / SUB-FUND 00000				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	0014010	10100	CASH - BALANCE	.00	302,687.26
	0014010	10147	CASH - RESERVE	.00	1,687,057.81
	0014010	10191	CASH - MH AB1810	.00	20.58
	0014010	10192	CASH - MH WPC	.00	1,191.02
	TOTAL ASSETS FOR SUB-FUND 00000			.00	1,990,956.67
LIABILITIES					
	0014020	20200	ACCOUNTS PAYABLE	.00	-386.64
	TOTAL LIABILITIES FOR SUB-FUND 00000			.00	-386.64
FUND BALANCE					
	0014030	3000	RESTRICTED (UNDSGN-B)	.00	-2,354,636.21
	0014039	3990	BUDGET FUND BALANCE	.00	-59,570.00
	0014039	3991	EXPEND BUDGET CONTROL	.00	-6,484,744.00
	0014039	3992	REVENUE BUDGET CONTROL	.00	6,544,314.00
	0014039	3995	EXPENDITURE CONTROL	.00	6,349,611.49
	0014039	3996	REVENUE CONTROL	.00	-5,985,545.31
	TOTAL FUND BALANCE FOR SUB-FUND 00000			.00	-1,990,570.03
TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 00000				.00	-1,990,956.67

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kyle Hardee, Administrative Services Officer**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer(s) of ($263,072.91) from Mental Health Services Act #70571 (10100 cash-Balance) to (Special Grant Exp# 524173) to cover the unanticipated costs (MHSA Innovation Fund Reversion); approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer(s) of ($263,072.91) from Mental Health Services Act #70571 (10100 cash-Balance) to (Special Grant Exp# 524173) to cover the unanticipated costs (MHSA Innovation Fund Reversion); approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Current Mental Health Services Act (MHSA) regulations require 5% of County MHSA funds received to be set aside for Innovation projects. The small amount of funds received by Plumas County, and the restrictive requirements that must be met for an Innovation project to be approved by DHCS has led to no qualifying projects. Per State guidelines, the funds are being reverted back to the State after the 7-year period of being unspent.

Action:

Approve and authorize supplemental budget transfer(s) of ($263,072.91) from Mental Health Services Act #70571 (10100 cash-Balance) to (Special Grant Exp# 524173) to cover the unanticipated costs (MHSA Innovation Fund Reversion); approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) State funds

Attachments:

1. Budget Transfer Reg MHSA Inn 5-22-25

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Behavioral Health Dept. No: 70571 Date 5/22/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount 1,544,639.68
0014A	~~70571~~	~~10568~~	CASH- MHSA INN (PHER)	263,072.91 ✓
			Total (must equal transfer to total)	263,072.91

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0014A	70571	524173	SP GRANT EXP	263,072.91
			Total (must equal transfer to total)	263,072.91

RECEIVED
MAY 21 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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) The State is requesting reversion of unspent funds per program guidelines

B) The Department has been making deposits to this account per State guideline with no approved plans to spend down account

C) State requires reversion of funds in FY24/25

D) _____

Approved by Department Signing Authority: _____

X 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.

DHCS
CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES
Michelle Baass | Director

March 4, 2025

Sharon Sousa, LMFT
BH Director
Plumas County Behavioral Health Services
270 County Hospital Rd., Suite 109
Quincy, CA 95971

Dear Ms. Sousa:

This letter provides you with Plumas County's official notice of Mental Health Services Act (MHSA) unspent funds subject to reversion as of **July 1, 2024.** This official notice includes funds from:

Small counties:

- FY 2014-15 for the:
  - Workforce Education and Training (WET) component
  - Capital Facility/Technological Needs (CFTN) component
  - WET Regional Partnership (WET RP)
- FY 2019-20 for the:
  - Community Services and Supports (CSS), including MHSA Housing Program (W&I Code Section 5892.5) component
  - Prevention and Early Intervention (PEI) component
  - Innovation (INN)

Large Counties:

- FY 2014-15 for the:
  - Workforce Education and Training (WET) component
  - Capital Facility/Technological Needs (CFTN) component
  - WET Regional Partnership (WET RP)
- FY 2021-22 for the:
  - Community Services and Supports (CSS), including MHSA Housing Program (W&I Code Section 5892.5) component
  - Prevention and Early Intervention (PEI) component
  - Innovation (INN)

Pursuant to Welfare and Institutions Code (WIC) Section 5892(h), any funds allocated to a County which have not been spent for their authorized purpose within a specified period-of-time (i.e. reversion period), will be reverted to the State and reallocated to other counties. The reversion period depends upon the County's population and the program component.

MHSA Reversion Enclosures (Excel Workbook)

Enclosure 1 provides total unspent funds calculated through the **FY 2023-24 MHSA Revenue and Expenditure Report (RER)**.

Enclosure 2 provides the revenue and expenditure data used to determine the amount of funds subject to reversion for each fiscal year and component. Due to large file size, Enclosure 2 is provided by email.

Remitting funds to DHCS

Unless the County appeals the amount of unspent funds subject to reversion, this letter serves as the final notice. **The County must remit a check in the amount of $109,605.26 to DHCS within 60 calendar days.**

DHCS has not received payment for funds subject to reversion from prior years for Plumas County. The county is required to remit a check in the amount of $263,072.91 to DHCS within 30 days of this notice. Checks must be sent to:

Department of Health Care Services
Accounting Section, Cash Receipts Unit, MS 1101
P.O. Box 997415
Sacramento, CA 95899-7415

TO ENSURE PROPER PROCESSING, PLEASE INCLUDE THIS LETTER WITH THE CHECK AS SUPPORTING DOCUMENTATION

DHCS Accounting Only:

FI$CAL Coding: Service Location: 84006 Reporting Structure: 4260LF5B Fund: 3327

Funds Subject to Reversion as of July 1, 2024

Plumas County

Component	Reversion Amount
CSS	$0.00
PEI	$0.00
INN	$109,244.26
WET	$0.00
CFTN	$361.00
WET RP	$0.00
MHSA HP	$0.00
Total Amount Due DHCS	$109,605.26

Funds Subject to Reversion from prior fiscal years.

Plumas County

Component	Fiscal Year	Reversion Amount
CFTN	FY 20-21	$5,630.00
INN	FY 21-22	$125,498.16
CFTN	FY 21-22	$1,769.00
INN	FY 22-23	$129,761.75
CFTN	FY 22-23	$414.00
Total Amount Due DHCS		$263,072.91

Appeal Process

Should the County disagree with the amount of unspent funds subject to reversion, as determined by DHCS, and wish to appeal the revenue or expenditure amount used to make the determination, the County must submit an appeal to DHCS via email at MHSA@dhcs.ca.gov. Enclosure 3 provides the appeal forms and instructions. Due to large file size, Enclosure 3 is provided by email. All appeals must include the signed certification form (Enclosure 4). The County will have 30 calendar days to review and appeal component funds subject to reversion, as calculated by DHCS. The County's appeal timeframe will begin upon receipt of the notification letter sent via email.

DHCS Accounting Only:

FI$CAL Coding: Service Location: 84006 Reporting Structure: 4260LF5B Fund: 3327

DHCS will review the appeal and notify the County, via email, of its determination within 45 calendar days of receipt of the County's appeal. After the appeal period has ended, and appeals are finalized, DHCS will send the County a final notice of unspent funds subject to reversion.

Should you have any further questions, please contact Erika Gopez at Erika.Gopez@dhcs.ca.gov.

Sincerely,

Theresa Christensen, Chief
BHSA Oversight Section

Enclosures (4)
Enclosure 1 and 2: MHSA Reversion Excel workbook
Enclosure 3: DHCS 1821 Adjustments to Revenue or Expenditure Worksheet
Enclosure 4: DHCS 1820 Adjustment Worksheet Certification

DHCS Accounting Only:

FI$CAL Coding: Service Location: 84006 Reporting Structure: 4260LF5B Fund: 3327

BALANCE SHEET FOR 2025 13

FUND: 0014 MENTAL HEALTH / SUB-FUND 0014A				NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS					
	0014A10	10100	CASH - BALANCE	.00	2,088,545.28
	0014A10	10195	CASH - NO PLACE LIKE HOME	.00	46,636.00
	0014A10	10433	CASH - PRUDENT RESERVE	.00	625,136.21
	0014A10	10568	CASH - MHSA INN (PHER)	.00	547,553.22
	0014A11	11000	IMPREST CASH	.00	200.00
			TOTAL ASSETS FOR SUB-FUND 0014A	.00	3,308,070.71
LIABILITIES					
	0014A20	20200	ACCOUNTS PAYABLE	.00	-352.69
			TOTAL LIABILITIES FOR SUB-FUND 0014A	.00	-352.69
FUND BALANCE					
	0014A30	3000	RESTRICTED (UNDSGN-B)	.00	-2,583,179.90
	0014A39	3990	BUDGET FUND BALANCE	.00	706,826.00
	0014A39	3991	EXPEND BUDGET CONTROL	.00	-3,526,826.00
	0014A39	3992	REVENUE BUDGET CONTROL	.00	2,820,000.00
	0014A39	3995	EXPENDITURE CONTROL	.00	2,577,227.48
	0014A39	3996	REVENUE CONTROL	.00	-3,301,765.60
			TOTAL FUND BALANCE FOR SUB-FUND 0014A	.00	-3,307,718.02
			TOTAL LIABILITIES + FUND BALANCE FOR SUB-FUND 0014A	.00	-3,308,070.71
			TOTAL ASSETS FOR FUND 0014	.00	3,308,070.71
			TOTAL LIABILITIES FOR FUND 0014	.00	-352.69
			TOTAL FUND BALANCE FOR FUND 0014	.00	-3,307,718.02
			TOTAL LIABILITIES + FUND BALANCE FOR 0014	.00	-3,308,070.71

** END OF REPORT - Generated by Kyle Hardee **

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

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

FROM: **Rob Thorman, Director of Public Works**

MEETING DATE: **June 3, 2025**

SUBJECT: **Adopt RESOLUTION Adopting A List of Projects for Fiscal Year 2025-26 Funded by SB 1; (No General Fund Impact); approved as to form by County Counsel. Adopt the Senate Bill 1 Proposed Project List for FY 25/26 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC); discussion and possible action. Roll call vote**

Recommendation:

Adopt the attached Senate Bill 1 Proposed Project List for FY 25/26 allocation of Road Maintenance and Rehabilitation (RMRA) funding. The allocation amount is estimated by the California State Association of Counties (CSAC) to be $2,999,007 for Plumas County for FY 25/26. The State Controller's Office will issue monthly allocations after the County's project list is approved by the California Transportation Commission (CTC). The allocated funds will be used to finance the maintenance and improvement of Plumas County roads, bridges, maintenance facilities and fleet. Authorize the Director of Public Works or his assignees to perform related duties as may be required to administer the funds. This fiscal year agencies providing their adopted RMRA lists to the CTC by July 1 will be eligible for allocations beginning in July of 2025. The actual payments will begin two months in arrears (September 2025).

Background and Discussion:

SB 1 dedicated approximately $1.5 billion per year in new formula revenues apportioned by the State Controller (Controller) to cities and counties for basic road maintenance, rehabilitation, and/or critical safety projects on the local streets and roads system.

To be eligible to receive funding from the Controller, each year, cities and counties must submit a proposed project list adopted at a regular meeting by their board or council that is then submitted to the California Transportation Commission (Commission). Once reviewed and adopted by the Commission, the list of eligible cities and counties to receive funding is sent to the Controller to begin the apportionment process for that fiscal year.

RMRA estimates over the initial 10-year life of SB1 were provided by CSAC and Department of Finance in 2017 (except where noted). To date, overall RMRA revenues have exceeded the estimates.

RMRA Funding to Date

FY	State's RMRA Estimates	RMRA Actuals to date	Plumas Allocations Pavement Materials (Hot Mix Asphalt, Cold Mix, and Chip Seal Materials)	Plumas Allocations to Bridge, Culverts, Other non-pavement Projects	Plumas Allocations to Maintenance & Operations	Plumas Allocations to Bike/Ped Projects	Plumas Allocations to Diesel Equipment Procurement per C.A.R.B.
17/18	$780,000	$770,140	$366,000	100,000		$314,000	

18/19	$1,790,000	$2,039,933			$2,039,933		
19/20	$1,859,348	$1,933,298	$420,000	$360,000	$363,298		$790,000
20/21	$1,997,037	$2,074,874	$645,000		$1,239,874		$190,000
21/22	$2,152,576	$2,238,588	$645,000		$1,021,216		$540,000
22/23	$2,353,136	$2,468,106	$550,000		$1,848,170		$140,000
23/24	$2,684,106	$2,857,117	$700,000		$1,975,016		
24/25	$2,895,396	***$2,388,480**	$783,000		$2,084,889		
25/26	****$2,999,007**		$0		$2,999,007		

*** Partial FY 24/25 through May 2025 (9 months of allocations)**
**** Dept. of Finance/CSAC Budget Estimate 5/20/25**

RMRA funds are collected and disbursed on a different schedule than regular gas tax (HUTA). Revenues come to local agencies two months after collection by the State. Nine out of the twelve scheduled payments have been received thus far.

CSAC distributed revised RMRA estimates for FY 24/25 and FY 25/26 in January and again on May 20th. The State's May estimate for RMRA FY 24/25 revenues is now $2,895,396 ($27,507 over the amount adopted by the Board in June of last year).

Proposed FY 25/26 RMRA Allocations

FY	State's RMRA Estimate	Plumas Allocations to Pavement Treatment Projects	Plumas Allocations to PW Staffing, Maintenance & Operations
25/26	***$2,999,007**	$0 **Part of RMRA Project #26**	$2,999,007 **Part of RMRA Project #26**

***Dept. of Finance/CSAC Budget Estimate 5/20/25**

A. Proposed Pavement Projects

The PMS program (StreetSaver) is used for project identification and selection initially and is based on the following parameters :

1. $0 budget to be funded from RMRA for preventative maintenance including labor, equipment and materials.

The PMS system works off randomly selected inspection locations collected over time so the program output always needs to be reviewed in the field for actual pavement conditions at proposed project sites. Due to the uncertainty of Secure Rural Schools Funding and potential unfunded CARB requirements only minor road patching is being planned in maintenance category #1.

Maintenance & Operations

The Department's recommendation for FY 25/26 is for RMRA funding for labor, equipment, and materials costs for the following maintenance categories:

Maintenance Category #1 - Pavement Patching and Pavement Materials – Countywide

Purchase of Patching Materials (Hot Mix Asphalt, Cold Mix Asphalt and Winter Mix Patch), Labor and Equipment - $600,000. Expected life of 2-3 years.

Maintenance Category #2 – Drainage Maintenance, Ditching, Culvert Materials and culvert repairs – including anticipated storm damage repairs, Labor and Equipment - Countywide - $500,000. Expected life of 10 plus years.

Maintenance Category #3 - Brushing/Limbing/Mowing – Countywide – for vehicle clearances, sight distance improvements and to reduce roadside fuels - $300,000. Expected life of 1-2 years.

Maintenance Category #4 – Striping and Pavement Marking Materials, Restriping County Roads including pavement markings and sign replacements, Labor and Equipment - Countywide - $300,000. Expected life of 2-10 years.

Maintenance Category #5 – Winter De-icing Sand and Deicing Salt, snow removal/sanding, Labor and Equipment - Countywide - $1,000,000. Expected life of 1 year.

Maintenance Category #BRM - Bridge Preventative Maintenance including repairs to bridge decks, railings, abutment seats, joint seals, and scour prevention, Labor and Equipment - Countywide - $299,007. Expected life of 10 plus years.

FY 25-26 Total Proposed for Maintenance and Operations = $2,999,007

FY 25-26 Total Proposed for Public Works Staffing, Maintenance and Operations = $2,999,007

Fiscal Impact

No impact to the General Fund will result from the recommended actions. The RMRA funds will be included in the FY 25/26 Budget for the Department. These revenues are estimated to be expended over fiscal years FY 25/26 and FY 26/27 depending upon the rate of disbursement by the SCO, construction schedules and weather.

Reason for the Recommended Action

The proposed use of the FY 25/26 RMRA funding provides the Department with the maximum flexibility to respond to the needs of the road system in case that Secure Rural Schools legislation is not enacted in a timely manner.

To be eligible to receive RMRA allocations, SB 1 initially required counties to report on their planned expenditures of Road Maintenance and Rehabilitation (RMRA) funding from SB 1 pursuant to the county budget. Subsequent legislation under SB 112 (Senate Budget and Fiscal Review Committee) now allows adoption of RMRA project lists outside of the budget process to facilitate additional transparency and timely reporting. This year the CTC requests the project lists to be entered into the CALSMART reporting system by July 1, 2025.

Recommended Action

Adopt the attached Senate Bill 1 Proposed Project Resolution for FY 25/26 allocation of Road Maintenance and Rehabilitation (RMRA) funding. The allocation amount is estimated by the

California State Association of Counties (CSAC) to be $2,999,007 for Plumas County for FY 25/26. The State Controller's Office will issue monthly allocations after the County's project list is approved by the California Transportation Commission (CTC). The allocated funds will be used to finance the maintenance and improvement of Plumas County roads, bridges, maintenance facilities and fleet. Authorize the Director of Public Works or his assignees to perform related duties as may be required to administer the funds. Agencies providing their adopted RMRA lists to the CTC By July 1 will be eligible for allocations beginning in July of 2025. The actual payments will begin two months in arrears (September 2025).

Attachments
Plumas County RMRA Project List Resolution for FY 25/26 approved by County Counsel
5/20/25 CSAC Revised RMRA Estimates for FY 24/25 and FY 25/26

Action:

Adopt **RESOLUTION** Adopting A List of Projects for Fiscal Year 2025-26 Funded by SB 1; (No General Fund Impact); approved as to form by County Counsel. Adopt the Senate Bill 1 Proposed Project List for FY 25/26 allocation of Road Maintenance and Rehabilitation (RMRA) funding, and, authorize the Director of Public Works to submit the project list to the California Transportation Commission (CTC); discussion and possible action. **Roll call vote**

Fiscal Impact:

No impact to General Fund. Funded by SB 1.

Attachments:
1. 24-25 Plumas HUTA
2. 25-26 Plumas HUTA
3. SB1 Resolution- Road Repair

County HUTA and RMRA Revenue Estimates - FY 2024-25						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	$9,265,520	$14,296,016	$6,652,352	$441,830	$25,500,520	$56,156,237
ALPINE	$179,938	$289,418	$140,084	$20,929	$495,224	$1,125,593
AMADOR	$916,607	$759,926	$570,799	$208,335	$2,522,682	$4,978,350
BUTTE	$3,024,801	$2,571,660	$1,883,635	$432,782	$8,324,844	$16,237,722
CALAVERAS	$1,388,961	$1,073,496	$864,948	$356,206	$3,822,692	$7,506,303
COLUSA	$1,068,127	$610,037	$665,155	$122,583	$2,939,695	$5,405,597
CONTRA COSTA	$7,845,209	$11,642,596	$5,703,803	$993,802	$21,591,547	$47,776,956
DEL NORTE	$547,270	$339,947	$340,801	$117,979	$1,506,193	$2,852,190
EL DORADO	$2,926,160	$3,771,370	$2,104,857	$891,802	$8,053,365	$17,747,555
FRESNO	$10,269,883	$10,204,820	$6,395,365	$1,276,910	$28,264,725	$56,411,704
GLENN	$1,306,713	$751,288	$813,729	$144,550	$3,596,329	$6,612,609
HUMBOLDT	$2,455,006	$1,745,220	$1,528,806	$418,455	$6,756,656	$12,904,143
IMPERIAL	$4,647,753	$2,550,776	$2,894,296	$466,631	$12,791,525	$23,350,981
INYO	$1,530,195	$966,547	$952,898	$132,470	$4,211,395	$7,793,505
KERN	$9,442,467	$9,090,309	$5,880,108	$2,020,620	$25,987,512	$52,421,016
KINGS	$1,945,205	$1,400,488	$1,211,338	$245,894	$5,353,585	$10,156,510
LAKE	$1,362,083	$1,037,508	$848,210	$349,621	$3,748,717	$7,346,139
LASSEN	$1,311,712	$934,060	$816,843	$132,343	$3,610,088	$6,805,046
LOS ANGELES	$56,451,207	$86,394,164	$40,279,396	$2,842,176	$155,364,746	$341,331,688
MADERA	$2,906,518	$1,849,524	$1,809,976	$540,188	$7,999,306	$15,105,512
MARIN	$2,122,290	$2,685,318	$1,353,767	$313,863	$5,840,955	$12,316,192
MARIPOSA	$872,597	$538,270	$543,392	$140,364	$2,401,556	$4,496,179
MENDOCINO	$2,006,053	$1,336,458	$1,249,229	$413,080	$5,521,049	$10,525,870
MERCED	$3,881,385	$2,909,727	$2,417,055	$620,624	$10,682,331	$20,511,122
MODOC	$1,286,254	$867,047	$800,989	$66,551	$3,540,021	$6,560,862
MONO	$943,622	$776,609	$587,622	$31,963	$2,597,031	$4,936,847
MONTEREY	$4,313,958	$4,613,873	$2,686,431	$944,838	$11,872,855	$24,431,955
NAPA	$1,484,122	$1,640,640	$924,208	$332,294	$4,084,595	$8,465,858
NEVADA	$1,563,123	$1,746,187	$973,404	$322,392	$4,302,020	$8,907,126
ORANGE	$20,278,915	$32,623,308	$15,102,531	$835,351	$55,811,536	$124,651,641
PLACER	$4,433,717	$6,363,769	$3,281,752	$906,736	$12,202,456	$27,188,430
PLUMAS	$1,052,032	$1,045,290	$655,132	$158,221	$2,895,396	$5,806,070
RIVERSIDE	$17,805,050	$24,834,230	$12,040,854	$1,841,487	$49,002,975	$105,524,596

County HUTA and RMRA Revenue Estimates - FY 2024-25						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	$12,298,705	$15,805,917	$8,175,309	$2,305,940	$33,848,437	$72,434,307
SAN BENITO	$1,054,220	$864,775	$656,494	$173,785	$2,901,418	$5,650,692
SAN BERNARDI	$16,539,334	$22,947,963	$11,079,158	$1,597,178	$45,519,479	$97,683,112
SAN DIEGO	$22,764,097	$33,624,278	$16,146,210	$2,146,582	$62,651,240	$137,332,408
SAN FRANCISC	$4,256,183	$5,137,188	$2,650,453	$9,600	$11,713,846	$23,767,270

County HUTA and RMRA Revenue Estimates - FY 2025-26						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
ALAMEDA	$9,133,302	$14,401,245	$6,700,463	$444,948	$26,413,048	$57,093,007
ALPINE	$177,370	$289,471	$140,128	$21,011	$512,946	$1,140,926
AMADOR	$903,527	$765,034	$574,777	$209,769	$2,612,956	$5,066,063
BUTTE	$2,981,638	$2,589,848	$1,896,761	$435,836	$8,622,746	$16,526,829
CALAVERAS	$1,369,141	$1,080,228	$870,975	$358,707	$3,959,486	$7,638,537
COLUSA	$1,052,885	$610,704	$669,790	$123,398	$3,044,891	$5,501,669
CONTRA COSTA	$7,733,259	$11,727,956	$5,744,856	$1,000,904	$22,364,194	$48,571,168
DEL NORTE	$539,460	$342,274	$343,176	$118,761	$1,560,092	$2,903,763
EL DORADO	$2,884,405	$3,790,921	$2,116,305	$898,168	$8,341,552	$18,031,351
FRESNO	$10,123,334	$10,278,352	$6,439,931	$1,286,055	$29,276,170	$57,403,843
GLENN	$1,288,066	$752,126	$819,400	$145,524	$3,725,023	$6,730,139
HUMBOLDT	$2,419,974	$1,757,379	$1,539,460	$421,406	$6,998,441	$13,136,658
IMPERIAL	$4,581,431	$2,569,448	$2,914,465	$469,929	$13,249,266	$23,784,538
INYO	$1,508,359	$967,190	$959,539	$133,357	$4,362,099	$7,930,543
KERN	$9,307,724	$9,156,100	$5,921,083	$2,035,131	$26,917,468	$53,337,507
KINGS	$1,917,448	$1,410,673	$1,219,779	$247,599	$5,545,162	$10,340,660
LAKE	$1,342,646	$1,045,000	$854,120	$352,075	$3,882,864	$7,476,705
LASSEN	$1,292,994	$934,837	$822,535	$133,228	$3,739,274	$6,922,868
LOS ANGELES	$55,645,658	$87,029,459	$40,570,566	$2,862,616	$160,924,428	$347,032,727
MADERA	$2,865,043	$1,862,821	$1,822,589	$544,016	$8,285,559	$15,380,028
MARIN	$2,092,005	$2,704,843	$1,363,409	$316,058	$6,049,972	$12,526,287
MARIPOSA	$860,145	$538,877	$547,179	$141,308	$2,487,495	$4,575,004
MENDOCINO	$1,977,427	$1,345,874	$1,257,935	$415,992	$5,718,618	$10,715,845
MERCED	$3,825,999	$2,931,047	$2,433,899	$625,033	$11,064,595	$20,880,572
MODOC	$1,267,899	$867,356	$806,570	$66,962	$3,666,700	$6,675,487
MONO	$930,156	$776,991	$591,716	$32,125	$2,689,965	$5,020,954
MONTEREY	$4,252,399	$4,647,630	$2,705,152	$951,586	$12,297,721	$24,854,487
NAPA	$1,462,944	$1,652,524	$930,648	$334,622	$4,230,761	$8,611,500
NEVADA	$1,540,818	$1,756,924	$980,187	$324,649	$4,455,967	$9,058,544
ORANGE	$19,989,539	$32,863,848	$15,211,990	$841,309	$57,808,735	$126,715,422
PLACER	$4,370,449	$6,401,941	$3,301,513	$913,210	$12,639,118	$27,626,230
PLUMAS	$1,037,019	$1,046,002	$659,697	$159,293	$2,999,007	$5,901,019
RIVERSIDE	$17,550,975	$25,016,517	$12,127,663	$1,854,706	$50,756,532	$107,306,393

County HUTA and RMRA Revenue Estimates - FY 2025-26						
COUNTY	HUTA 2103	HUTA 2104	HUTA 2105	HUTA 2106	RMRA	TOTAL
SACRAMENTO	$12,123,204	$15,922,383	$8,234,382	$2,322,510	$35,059,694	$73,662,172
SAN BENITO	$1,039,176	$870,968	$661,069	$174,970	$3,005,245	$5,751,427
SAN BERNARDI	$16,303,321	$23,110,500	$11,156,370	$1,608,634	$47,148,380	$99,327,205
SAN DIEGO	$22,439,257	$33,871,355	$16,262,766	$2,162,003	$64,893,196	$139,628,577
SAN FRANCISC	$4,195,448	$5,174,905	$2,668,923	$9,600	$12,133,023	$24,181,898

RESOLUTION NO._____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our Plumas County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the Plumas County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the Plumas County, will receive an estimated $2,999,007 in RMRA funding in Fiscal Year 2025-26 from SB 1 based upon the revised estimates issued by the Department of Finance and CSAC on May 20, 2025; and

WHEREAS, this is the ninth year in which the Plumas County is receiving SB 1 funding and this will enable the Plumas County to continue essential, basic road maintenance and operations, rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the Plumas County has undergone a robust public process to ensure public input into our community's transportation priorities in cooperation with the Plumas County Transportation Commission in the completion of the 2025 Regional Transportation Plan including public meetings in the communities of Chester, Greenville, Quincy, Graeagle and Portola; and

WHEREAS, the Plumas County uses the StreetSaver Pavement Management System to assist in the development of cost-effective pavement repair strategies, and

WHEREAS, the Plumas County follows California Air Resources Board (CARB) diesel emission reduction requirements to develop the Department's schedule of fleet replacement, and

WHEREAS, the funding from SB 1 will help Plumas County maintain and rehabilitate the existing 680 miles of roadways and 90 bridges throughout the Plumas County over the coming fiscal year and beyond; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the Plumas County's streets and roads are in an "at risk" condition and this revenue will help us maintain the overall quality of our road system and over the next decade will move our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in maintaining our existing local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure where feasible, and using new technology, materials and practices where feasible, will have significant benefits all users of the Plumas County Road System.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Plumas County, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Plumas County RMRA Project #26 Title: Public Works Staffing, Maintenance and Operations

Project Description: This project will include: costs of maintaining sufficient, trained Public Works staffing, repair and servicing of Public Works equipment, procurement of road maintenance and rehabilitation materials, procurement of Public Works safety materials and gear and the costs of operations and repairs of Maintenance Yards. This project will include all aspects of maintaining county roadways including roadway surface repairs, repairing culverts and reforming drainages to accommodate storm runoff, removing hazard trees, removing vegetation to improve sight distances and clearances for vehicles for safety, striping and pavement markings, and repairs and replacements of signs and guardrails. This project will especially help in the event that Secure Rural Schools legislation is not passed by the legislature.

Location: Countywide

Estimated Useful Life: 1

Schedule: July 1 2025-June 30 2026

Detailed Project #26 Proposed Pavement Projects
The PMS program (StreetSaver) is used for project identification and selection initially and is based on the following parameters:

1. $0 budget to be funded from RMRA for preventative maintenance including labor, equipment and materials.

The PMS system works off randomly selected inspection locations collected over time so the program output always needs to be reviewed in the field for actual pavement conditions at proposed project sites. Due to the uncertainty of Secure Rural Schools Funding and potential unfunded CARB requirements only minor road patching is being planned in maintenance category #1.

Location: Countywide
Estimated Useful Life: 1
Schedule: July 1, 2025-June 30, 2026

Detailed Project #26 Maintenance & Operations
The Department's recommendation for FY 24/25 is for RMRA funding for labor, equipment, and materials costs for the following maintenance categories:

Maintenance Category #1 - Pavement Patching and Pavement Materials – Countywide Purchase of Patching Materials (Hot Mix Asphalt, Cold Mix Asphalt and Winter Mix Patch), Labor and Equipment - $600,000. Expected life of 2-3 years.

Maintenance Category #2 – Drainage Maintenance, Ditching, Culvert Materials and culvert repairs – including anticipated storm damage repairs, Labor and Equipment - Countywide - $500,000. Expected life of 10 plus years.

Maintenance Category #3 - Brushing/Limbing/Mowing – Countywide – for vehicle clearances, sight distance improvements and to reduce roadside fuels - $300,000. Expected life of 1-2 years.

Maintenance Category #4 – Striping and Pavement Marking Materials, Restriping County Roads including pavement markings and sign replacements, Labor and Equipment - Countywide - $300,000. Expected life of 2-10 years.

Maintenance Category #5 – Winter De-icing Sand and Deicing Salt, snow removal/sanding, Labor and Equipment - Countywide - $1,000,000. Expected life of 1 year.

Maintenance Category #BRM - Bridge Preventative Maintenance including repairs to bridge decks, railings, abutment seats, joint seals, and scour prevention, Labor and Equipment - Countywide - $299,007. Expected life of 10 plus years.

Project Location: Countywide - Quincy, Chester, Greenville, Graeagle, Beckwourth, La Porte Maintenance Districts
Estimated Project Schedule: Start (07/01/25)– Completion (09/30/26) based on the component being funded with RMRA funds
Estimated Project Useful Life: 1-10 years
RMRA Allocation: $2,999,007

PASSED AND ADOPTED by the Board of Supervisors of Plumas County, State of California this 3rd day of June 2025, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

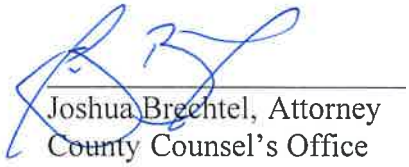
_____

ATTEST: Chair, Board of Supervisors

_____

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

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

FROM:

MEETING DATE: **June 3, 2025**

SUBJECT: **Approve and authorize a supplemental budget increase of $84,805.05 for the Public Health Agency budget unit 70566, to receive carryover funds unspent in FY22/23; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approves the attached supplemental budget increase of $84,805.06.

Background and Discussion:
Plumas County Public Health Agency receives funding each year from the California Department of Public Health, Emergency Preparedness Office, to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program. Unexpended grant funds are often rolled over to the next fiscal year. The supplemental budget form has been approved by the County Auditor.

Action:

Approve and authorize a supplemental budget increase of $84,805.05 for the Public Health Agency budget unit 70566, to receive carryover funds unspent in FY22/23; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) (HPP)

Attachments:
1. Supplemental Budget 70566

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

BT 132/673
TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health Dept. No: 70566 Date 5/6/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015P	70566	44141	St AID HLTH CAT. PROGRAM	84,805.05
			Total (must equal transfer to total)	84,805.05

☐ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015P	70566	51000	Regular wages	41,799.50
0015P	70566	51080	Retirement	10,366.74
0015P	70566	51090	Group Insurance	10,000.00
0015P	70566	524400	Special Department Exp	22,638.81
			Total (must equal transfer to total)	84,805.05

RECEIVED
MAY 07 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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) Each year CDPH Em Prep Office exams budgets and approves carryover from previous year. This amount reflects the carryover from FY 2324 to 2425

B) It is determined by CDPH EPO.

C) Carryover not used in the alloted year is lost.

D) Determined by the amount not spent in prior FY that is available to be spent

Approved by Department Signing Authority: DeJena Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Mark A. Loa

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: 5/7/25 Initials BB

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.

FY 24-25 Extension Funds				
Local Health Department	**PHEP**	**CRI**	**LAB**	**HPP**
ALAMEDA (minus Berkeley)	$553,655.59	$400,936.00	$0.00	$169,527.80
ALPINE	$42,025.31	$0.00	$0.00	$42,617.89
AMADOR	$53,377.68	$0.00	$0.00	$37,063.99
BERKELEY	$9,694.09	$1,171.15	$0.00	$0.00
BUTTE	$123,833.19	$0.00	$38,581.40	$112,048.69
CALAVERAS	$114,152.83	$0.00	$0.00	$134,055.00
CENTRAL CA EMS	$0.00	$0.00	$0.00	$0.00
COLUSA	$120,905.00	$0.00	$0.00	$30,764.76
CONTRA COSTA	$62,249.42	$219,720.37	$3,914.47	$357,466.00
DEL NORTE	$123,611.00	$0.00	$0.00	$54,042.91
EL DORADO	$120,468.27	$1,246.53	$0.00	$159,424.66
FRESNO	$550,259.62	$236,029.26	$183,153.85	$80,011.74
GLENN	$10,043.50	$0.00	$0.00	$25,022.12
HUMBOLDT	$93,988.96	$0.00	$35,758.36	$94,328.12
ICEMA	$0.00	$0.00	$0.00	$20,553.02
IMPERIAL	$170,721.35	$0.00	$0.00	$16,901.92
INYO	$54,461.20	$0.00	$0.00	$65,949.13
KERN	$190,126.61	$0.00	$0.00	$104,982.43
KINGS	$94,278.67	$0.00	$0.00	$61,682.17
LAKE	$17,032.27	$0.00	$0.00	$14,910.76
LASSEN	$93,854.00	$0.00	$0.00	$98,314.00
MADERA	$8,272.71	$0.00	$0.00	$2,697.81
MARIN	$33,970.49	$23,820.35	$0.00	$12,372.64
MARIPOSA	$20,523.99	$0.00	$0.00	$0.00
MARIPOSA JCF	$0.00	$0.00	$0.00	$128,426.00
MENDOCINO	$34,680.09	$0.00	$0.00	$52,952.80
MERCED	$169,613.26	$0.00	$0.00	$72,491.43
MODOC	$17,250.26	$0.00	$0.00	$26,346.04
MONO	$5,911.43	$0.00	$0.00	$16,467.63
MONTEREY	$316,874.72	$0.00	$0.00	$173,184.58
NAPA	$31,135.20	$0.00	$0.00	$27,835.75
NEVADA	$34,745.18	$0.00	$0.00	$111,841.75
NORTH COAST EMS	$0.00	$0.00	$0.00	$0.00
ORANGE	$366,083.69	$501,015.19	$151,309.46	$498,937.51
PLACER	$68,943.76	$47,865.99	$0.00	$185,411.44
PLUMAS	$31,443.41	$0.00	$0.00	$84,805.05
RIVERSIDE	$0.00	$0.00	$0.00	$20,959.87
SACRAMENTO	$772,608.21	$125,590.44	$114,358.66	$254,465.74
SAN BENITO	$105,226.00	$12,037.00	$0.00	$103,621.00
SAN BERNARDINO	$506,815.68	$173,869.19	$2,522.46	$201,051.03
SAN DIEGO	$176,293.60	$467,233.19	$7,384.48	$779,693.00
SAN FRANCISCO	$233,445.09	$178,518.99	$0.00	$143,482.42
SAN JOAQUIN	$340,323.08	$0.00	$4,397.70	$64.80
SAN LUIS OBISPO	$8,442.15	$0.00	$95,263.61	$39,912.49
SAN MATEO	$0.00	$0.00	$11,378.90	$0.00
SANTA BARBARA	$59,281.27	$0.00	$0.00	$103,958.87
SANTA CLARA	$786,390.28	$211,773.28	$20,993.62	$131,043.78
SANTA CRUZ	$46,473.81	$0.00	$0.00	$46,338.79
SHASTA	$47,657.11	$0.00	$281,933.00	$143,699.71
SIERRA	$42,797.62	$0.00	$0.00	$64,521.92
SIERRA-SAC VALLEY EMS	$0.00	$0.00	$0.00	$0.00
SISKIYOU	$11,133.05	$0.00	$0.00	$2,143.42
SOLANO	$31,311.22	$0.00	$0.00	$108,334.09
SONOMA	$343,001.00	$0.00	$74,854.22	$221,962.00
STANISLAUS	$304,255.53	$0.00	$0.00	$167,664.71
SUTTER	$10,248.30	$0.00	$0.00	$51,587.07
TEHAMA	$83,351.85	$0.00	$0.00	$19,093.48
TRINITY	$45,979.50	$0.00	$0.00	$44,731.33
TULARE	$23,652.84	$0.00	$119,271.65	$60,599.96
TUOLUMNE	$35,218.06	$0.00	$0.00	$25,629.85
VENTURA	$45,936.82	$0.00	$6,030.93	$56,863.00
YOLO	$68,270.18	$17,545.08	$0.00	$30,066.80
YUBA	$53,518.96	$0.00	$0.00	$51,772.93
TOTALS	$7,966,754.38	$2,618,372.01	$1,151,106.77	$6,000,701.55

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

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

FROM:

MEETING DATE: **June 3, 2025**

SUBJECT: **Approve and authorize a supplemental budget increase of $31,443.41 for the Public Health Agency budget unit 70561, to receive carryover funds unspent in FY23/24; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approves the attached supplemental budget in the amount of $31,443.41.

Background and Discussion:
Plumas County Public Health Agency receives funding each year from the California Department of Public Health, Emergency Preparedness Office, to support public health and emergency preparedness goals and objectives. Unexpended grant funds are often rolled over to the next fiscal year. The county auditor has approved the supplemental budget form.

Action:

Approve and authorize a supplemental budget increase of $31,443.41 for the Public Health Agency budget unit 70561, to receive carryover funds unspent in FY23/24; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) (PHEP)

Attachments:
1. Supplemental Budget 70561

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

BT 131 / 671
TRANSFER NUMBER
(Auditor's Use Only)

Department: Public Health | Dept. No: 70561 | Date 5/6/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015P	70561	44141	State Aid Health	31,443.41
			Total (must equal transfer to total)	31,443.41

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0015P	70561	51000	Regular Pay	19,847.22
0015P	70561	51080	Retirement	6,403.11
0015P	70561	51090	Group insurance	5,000.00
0015P	70561	527400	In County Travel	193.08
			Total (must equal transfer to total)	31,443.41

RECEIVED
MAY 07 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

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) 70561 has been granted extension funding from amounts not used in the last fiscal year.

B) It is determined by the grantor

C) Extension funds are only for use in the fiscal year it is alloted.

D) Determined by the amount not spent in prior year.

Approved by Department Signing Authority: DeLena Jones

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Marlen Nair

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: 5/7/25 Initials BB

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.

FY 24-25 Extension Funds				
Local Health Department	**PHEP**	**CRI**	**LAB**	**HPP**
ALAMEDA (minus Berkeley)	$553,655.59	$400,936.00	$0.00	$169,527.80
ALPINE	$42,025.31	$0.00	$0.00	$42,617.89
AMADOR	$53,377.68	$0.00	$0.00	$37,063.99
BERKELEY	$9,694.09	$1,171.15	$0.00	$0.00
BUTTE	$123,833.19	$0.00	$38,581.40	$112,048.69
CALAVERAS	$114,152.83	$0.00	$0.00	$134,055.00
CENTRAL CA EMS	$0.00	$0.00	$0.00	$0.00
COLUSA	$120,905.00	$0.00	$0.00	$30,764.76
CONTRA COSTA	$62,249.42	$219,720.37	$3,914.47	$357,466.00
DEL NORTE	$123,611.00	$0.00	$0.00	$54,042.91
EL DORADO	$120,468.27	$1,246.53	$0.00	$159,424.66
FRESNO	$550,259.62	$236,029.26	$183,153.85	$80,011.74
GLENN	$10,043.50	$0.00	$0.00	$25,022.12
HUMBOLDT	$93,988.96	$0.00	$35,758.36	$94,328.12
ICEMA	$0.00	$0.00	$0.00	$20,553.02
IMPERIAL	$170,721.35	$0.00	$0.00	$16,901.92
INYO	$54,461.20	$0.00	$0.00	$65,949.13
KERN	$190,126.61	$0.00	$0.00	$104,982.43
KINGS	$94,278.67	$0.00	$0.00	$61,682.17
LAKE	$17,032.27	$0.00	$0.00	$14,910.76
LASSEN	$93,854.00	$0.00	$0.00	$98,314.00
MADERA	$8,272.71	$0.00	$0.00	$2,697.81
MARIN	$33,970.49	$23,820.35	$0.00	$12,372.64
MARIPOSA	$20,523.99	$0.00	$0.00	$0.00
MARIPOSA JCF	$0.00	$0.00	$0.00	$128,426.00
MENDOCINO	$34,680.09	$0.00	$0.00	$52,952.80
MERCED	$169,613.26	$0.00	$0.00	$72,491.43
MODOC	$17,250.26	$0.00	$0.00	$26,346.04
MONO	$5,911.43	$0.00	$0.00	$16,467.63
MONTEREY	$316,874.72	$0.00	$0.00	$173,184.58
NAPA	$31,135.20	$0.00	$0.00	$27,835.75
NEVADA	$34,745.18	$0.00	$0.00	$111,841.75
NORTH COAST EMS	$0.00	$0.00	$0.00	$0.00
ORANGE	$366,083.69	$501,015.19	$151,309.46	$498,937.51
PLACER	$68,943.76	$47,865.99	$0.00	$185,411.44
PLUMAS	$31,443.41	$0.00	$0.00	$84,805.05
RIVERSIDE	$0.00	$0.00	$0.00	$20,959.87
SACRAMENTO	$772,608.21	$125,590.44	$114,358.66	$254,465.74
SAN BENITO	$105,226.00	$12,037.00	$0.00	$103,621.00
SAN BERNARDINO	$506,815.68	$173,869.19	$2,522.46	$201,051.03
SAN DIEGO	$176,293.60	$467,233.19	$7,384.48	$779,693.00
SAN FRANCISCO	$233,445.09	$178,518.99	$0.00	$143,482.42
SAN JOAQUIN	$340,323.08	$0.00	$4,397.70	$64.80
SAN LUIS OBISPO	$8,442.15	$0.00	$95,263.61	$39,912.49
SAN MATEO	$0.00	$0.00	$11,378.90	$0.00
SANTA BARBARA	$59,281.27	$0.00	$0.00	$103,958.87
SANTA CLARA	$786,390.28	$211,773.28	$20,993.62	$131,043.78
SANTA CRUZ	$46,473.81	$0.00	$0.00	$46,338.79
SHASTA	$47,657.11	$0.00	$281,933.00	$143,699.71
SIERRA	$42,797.62	$0.00	$0.00	$64,521.92
SIERRA-SAC VALLEY EMS	$0.00	$0.00	$0.00	$0.00
SISKIYOU	$11,133.05	$0.00	$0.00	$2,143.42
SOLANO	$31,311.22	$0.00	$0.00	$108,334.09
SONOMA	$343,001.00	$0.00	$74,854.22	$221,962.00
STANISLAUS	$304,255.53	$0.00	$0.00	$167,664.71
SUTTER	$10,248.30	$0.00	$0.00	$51,587.07
TEHAMA	$83,351.85	$0.00	$0.00	$19,093.48
TRINITY	$45,979.50	$0.00	$0.00	$44,731.33
TULARE	$23,652.84	$0.00	$119,271.65	$60,599.96
TUOLUMNE	$35,218.06	$0.00	$0.00	$25,629.85
VENTURA	$45,936.82	$0.00	$6,030.93	$56,863.00
YOLO	$68,270.18	$17,545.08	$0.00	$30,066.80
YUBA	$53,518.96	$0.00	$0.00	$51,772.93
TOTALS	$7,966,754.38	$2,618,372.01	$1,151,106.77	$6,000,701.55

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nicole Reinert, Director of Public Health**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Plumas County Public Health Agency to pay Nick's Heating and Refrigeration Inc. a non-contract invoice in the amount of $2,041.03 for emergency repairs at the Chester Senior Nutrition site; (No General Fund Impact)** (Senior Nutrition 20830/520900)**; discussion and possible action.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Public Health Agency to pay Nick's Heating and Refrigeration in the amount of $2,041.03.

Background and Discussion:

Nick's Heating and Refrigeration Inc. provided emergency repair services at a Senior Nutrition site, and the Public Health Agency needs approval and authorization to pay the non-contract invoice attached.

Action:

Approve and authorize Plumas County Public Health Agency to pay Nick's Heating and Refrigeration Inc. a non-contract invoice in the amount of $2,041.03 for emergency repairs at the Chester Senior Nutrition site; (No General Fund Impact) (Senior Nutrition 20830/520900); discussion and possible action.

Fiscal Impact:

(No General Fund Impact) (Senior Nutrition 20830/520900)

Attachments:

1. Nick's Heating & Repair Invoice

Nick's Heating and Refrigeration Inc.

125 Beskeen Ln
Quincy CA 95971

Invoice

Date	Invoice #
4/10/2025	11582

20830 520900

Bill To	Ship To
Plumas County Senior Nutrition 366 Brook Loop Chester CA 960202	

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/10/2025			

Quantity	Item Code	Description	Price Each	Amount
11	Labor	4/2/25 unit leaking water on floor, located leak at pump gasket. ordered replacement. 4/8/25 removed and replaced pump gasket started and cycled. 4/10 unit was displaying an EE eoor code cleaned water inlet strainer started and cycled Labor	180.00	1,980.00
2	Materials	2 pump gaskets Parts & Materials	28.45	56.90T
		CA Sales Tax	7.25%	4.13

Total $2,041.03

Nick's Heating & Refrigeration
Contractor Lic#973571
125 Beskeen Ln
Quincy, CA 95971

530-283-3672, Nicksheating@gmail.com

JOB INVOICE

4/11/25 ✓ 11582

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER

☐ DAY WORK ☐ CONTRACT ☐ EXTRA

JOB NAME/NUMBER

JOB LOCATION Chester Nutrition Center

JOB PHONE	STARTING DATE

TO Plumas County Sr. Nutrition
366 Brook Loop
Chester CA 96020

TERMS:

Dishwasher

QTY.	MATERIAL	PRICE	AMOUNT
> 2	Pump Gaskets	22 45	

DESCRIPTION OF WORK

(4/2) Unit leaking water on floor, located leak at pump gasket. Ordered
(4/8) Removed and replaced pump gasket, started and cycled.
(4/10) Unit was displaying an "EC" error code. Cleaned

OTHER CHARGES

Water inlet strainer. Started and cycled.

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
4/2	3½	180	
4/8	4½	180	
4/10	3	180	

TOTAL LABOR	1,980	—
TOTAL MATERIALS	56	90
TOTAL OTHER		
TAX	4	13
TOTAL	2,041	03

DATE COMPLETED

TOTAL MATERIALS

Work ordered by Jon Rx

Signature

I hereby acknowledge the satisfactory completion of the above described work.

Thank You

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no 1 to agreement between Plumas County Facility Services and PacStates Communications of Nevada Inc.; (General Fund Impact) not to exceed $42,167.91 Capitol Improvement Project Funds 2012054/540110; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign amendment no 1 to agreement between Plumas County Facility Services and PacStates Communications of Nevada Inc.; (General Fund Impact) not to exceed $42,167.91 Capitol Improvement Project Funds 2012054/540110; approved as to form by County Counsel.

Background and Discussion:

This amendment is for security cameras at the courthouse, HR and Nervino Airport

Action:

Approve and authorize Chair to sign amendment no 1 to agreement between Plumas County Facility Services and PacStates Communications of Nevada Inc.; (General Fund Impact) not to exceed $42,167.91 Capitol Improvement Project Funds 2012054/540110; approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) $42,167.91 Capital Improvement Project Funds 2012054/540110

Attachments:

1. 5658 FINAL (1) PacStates Amendment

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND Pacific States Communications of Nevada Inc.

This First Amendment to Agreement ("Amendment") is made on May 20th, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Pacific States Communications of Nevada, Inc. 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 PACIFIC STATES COMMUNICATIONS OF NEVADA INC. have entered into a written Agreement dated April 28th, 2025, (the "Agreement"), in which PACIFIC STATES COMMUNICATIONS OF NEVADA INC. agreed to provide Camera Installation and services to Plumas County.

    b. Because Plumas County has an increase in available funding 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 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 Forty-two thousand one hundred sixty-seven and 91/100 dollars ($42,167.91) (hereinafter referred to as the "Contract Amount") unless the Contract Amount has been adjusted pursuant to section 15 of this Agreement.

    b. Exhibit A is amended in its entirety as attached.

    c. Exhibit B(1) is amended to read as follows:

    The Contract Amount, forty-two thousand one hundred sixty-seven and 91/100 dollars ($42,167.91) 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.

d. The following quotes are incorporated by this reference and attached:

Quote #002418, 002419, 002425

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 28, 2025, shall remain unchanged and in full force and effect.

CONTRACTOR:

Pacific States Communications of Nevada Inc.

By:_____
Name: Michael W. Buis
Title: CEO
Date signed:

By:_____
Name: Denise Scharr Buis
Title: Secretary
Date signed:

COUNTY:

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

By:_____
Name: Kevin Goss
Title: Chair of the Board
Date signed:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

PacStates Scope of Work - Elections Verkada Building Security - 365 retention

Install Cat 6 cabling to (3) different Verkada security cameras. These cables will be pulled back to the nearest IDF cabinet and terminated on camera only patch panel. We will work with Greg to go over how and where he wants us to patch in cameras to county POE data switches. There is no other hardware involved.

Install (3) Verkada Security Cameras. Layout consists of (2) Cameras covering both hallways outside of elections area to cover entries and movement in the area. (1) outdoor camera mounted in window cutout that will be looking directly at elections box.

Provide training on new cameras and put the command platform on any computers, phones, tablets etc for you to easily manage your system. You will be able to easily share footage and monitor any use cases you see fit. Training is important and that is what we work to achieve so you have a full grasp of the system and it's easy to use interface. You can simply have this platform on a permission-based programming so that you can see things from as little or as many devices you wish.

Provide 5-year camera license and 365-day data retention.

Greg Ellingson is the I.T. manager for the county. He will need to be reached out to for him to tell us what ports to use on switch.

PacStates Scope of Work - Quincy Main Courthouse

Provide Verkada CD52-E outdoor cameras for all (5) entrances/exits. Hardware and software only.

PacStates Scope of Work - Quincy HR Office

Install (1) Cat 6 cable to both ends for more viewing of outside area and entrances.
Install (2) CD42-E outdoor cameras to both ends for more viewing of outside areas and entrances. This location will have great viewing and coverage.
Cables will be terminated at both station and equipment ends. Cables will be tested and labeled accordingly.
Cameras will be mounted, configured, programmed on platform, and tested.
According to Greg Ellingson, he does have POE switching here that we can use. This will be coordinated with him.
As with all of County Verkada installs, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow-up training.

PacStates Scope of Work - Nervino Airport Beckwourth

Install (1) Cat 6 cable from telco internet router to camera location overlooking needed area per walkthrough.
Install (1) CD52-E outdoor camera at building looking at area of concern. This location will have great viewing and coverage.
The cable will be terminated at both stations and equipment ends. Cable will be tested and labeled accordingly.
The camera will be mounted, configured, programmed on platform, and tested.

According to Greg Ellingson, he does not have POE switching or any network gear here that we can use. The information from Nick is that they have an internet circuit here to build off. Included is a small POE switch with gateway
cloud key for management purposes. This network equipment will be programmed and configured and can be used as an actual network if you ever need this at this location.
As with all of County Verkada installs, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow-up training.

PacStates
Integrated Business Technology
One Company, One Call

We have prepared a quote for you

Plumas County Verkada Building Security - Quincy Courthouse CMAS#3-23-01-1017 3/13/25

Quote # 002425
Version 1

Prepared for:

Plumas County Facilities - Courthouse

Nick Collin
nickcollin@countyofplumas.com

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

PSC SOW

PacStates Scope of Work - Quincy Main Courthouse

Per Request, we are just providing Cameras and Licensing to this site. This proposal contains no install or install peripherals.

If it comes around that you need cabling installers for this building, we may be able to help. We know this building has historical guidelines and we are used to this sort of thing with several other old courthouses we have done. But, if you have a way to do this internally, than great, just know we are here.

This proposal outlines Verkada CD52-E outdoor cameras for all (5) entrances/exits. Hardware and software only.

Thanks for your time.

Client Responsibilities:

- Approve Scope of Work by
- Approve Proposal
- Provide required deposit
  - Credit Card, Check, or ACH
- Provide access to facility and clear access
- Provide and coordinate required IT contacts to interface with network / Internet

Verkada Hardware/Labor

Product Details	Qty	Unit Price	Ext Price
LIC-CAM-5Y-CAP - 5-Year Camera License	5	$764.15	$3,820.75
CD52-2TBE-HW - CD52-E Outdoor Dome Camera, 2TB, 365 Days Max	5	$3,314.15	$16,570.75
Verkada Contract # 3-23-01-1017			**$0.00**
		Subtotal:	**$20,391.50**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

Plumas County Verkada Building Security - Quincy Courthouse CMAS#3-23-01-1017 3/13/25

Prepared by:

PacStates

Ryan Monaghan
7752844124
Fax 7758282029
rmonaghan@pacstatesnv.com

Prepared for:

Plumas County Facilities - Courthouse

Courthouse
520 Main St
Quincy, CA 95971
Nick Collin
(530) 283-6069
nickcollin@countyofplumas.com

Quote Information:

Quote #: 002425

Version: 1
Delivery Date: 04/01/2025
Expiration Date: 05/01/2025

Quote Summary

One-Time Charges

Description	Amount
Verkada Hardware/Labor	$20,391.50
Subtotal:	**$20,391.50**
Estimated Tax:	**$1,478.38**
Total:	**$21,869.88**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PacStates

Signature: 

Name: Ryan Monaghan

Title: Major Accounts

Date: 04/01/2025

Plumas County Facilities - Courthouse

Signature: _____

Name: Nick Collin

Date: _____

PacStates
Integrated Business Technology
One Company, One Call

We have prepared a quote for you

Plumas County Verkada Building Security - HR offices
CMAS #3-23-01-1017 - 3/15/2025

Quote # 002418
Version 2

Prepared for:

Plumas County Facilities - HR

Nick Collin
nickcollin@countyofplumas.com

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

PSC SOW

PacStates Scope of Work - Quincy HR Office

- **Install (1) Cat 6 cable to both ends for more viewing of outside area and entrances.**
- **Install (2) CD42-E outdoor cameras to both ends for more viewing of outside areas and entrances. This location will have great viewing and coverage.**
- **Cables will be terminated on both station and equipment ends. Cables will be tested and labeled accordingly.**
- **Cameras will be mounted, configured, programmed on platform, and tested.**
- **According to Greg Ellingson, he does have POE switching here that we can use. This will be coordinated with him.**
- **As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.**

Thanks for your time.

Client Responsibilities:

- Approve Scope of Work by
- Approve Proposal
- Provide required deposit
  - Credit Card, Check, or ACH
- Provide access to facility and clear access
- Provide and coordinate required IT contacts to interface with network / Internet

Verkada Hardware/Labor

Product Details	Qty	Unit Price	Ext Price
Cable Infrastructure and Verkada Installation - Labor Prevailing Wage	19	$154.00	$2,926.00
LIC-CAM-5Y-CAP - 5-Year Camera License	2	$764.15	$1,528.30
CD42-2TBE-HW - CD42-E Outdoor Dome Camera, 2TB, 365 Days Max	2	$3,144.15	$6,288.30
Verkada Contract # 3-23-01-1017			**$0.00**

Subtotal: **$10,742.60**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

NSP Hardware

Product Details	Qty	Unit Price	Ext Price
Superior Essex 4 Pair Cat6 Blue	200	$0.56	$112.00
Leviton Patch Panel - Unloaded - 24-Port	1	$59.99	$59.99
Leviton Cat6 Black Insert - patch panel or surface block end	2	$12.99	$25.98
Black 7' CAT6 PATCH CORD - cameras to switch	2	$6.99	$13.98
Cat6 RJ45 Ends - camera end	2	$0.99	$1.98
Miscellaneous hardware, mounting, fastening, etc	1	$80.00	$80.00
Per Diem and Hotel - 2 techs	1	$600.00	$600.00
		Subtotal:	**$893.93**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

Plumas County Verkada Building Security - HR offices CMAS #3-23-01-1017 - 3/15/2025

Prepared by:

PacStates

Ryan Monaghan
7752844124
Fax 7758282029
rmonaghan@pacstatesnv.com

Prepared for:

Plumas County Facilities - HR

HR
1446 E. Main St.
Quincy, CA 95971
Nick Collin
(530) 283-6069
nickcollin@countyofplumas.com

Quote Information:

Quote #: 002418

Version: 2
Delivery Date: 04/01/2025
Expiration Date: 05/01/2025

Quote Summary

One-Time Charges

Description	Amount
Verkada Hardware/Labor	$10,742.60
NSP Hardware	$893.93

Subtotal:	**$11,636.53**
Estimated Tax:	**$588.00**
Total:	**$12,224.53**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PacStates

Signature: 

Name: Ryan Monaghan

Title: Major Accounts

Date: 04/01/2025

Plumas County Facilities - HR

Signature: _____

Name: Nick Collin

Date: _____

PacStates
Integrated Business Technology
One Company, One Call

We have prepared a quote for you

Plumas County Verkada Building Security - Nervino Airport Beckwourth CMAS # 3-23-01-1017 3/16/2024

Quote # 002419
Version 2

Prepared for:

Plumas County Facilities - Nervino Airport

Nick Collin
nickcollin@countyofplumas.com

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

PSC SOW

PacStates Scope of Work - Nervino Airport Beckwourth

- **Install (1) Cat 6 cable from telco internet router to camera location overlooking needed area per walkthrough.**
- **Install (1) CD52-E outdoor camera at building looking at area of concern. This location will have great viewing and coverage.**
- **Cable will be terminated on both station and equipment ends. Cable will be tested and labeled accordingly.**
- **Camera will be mounted, configured, programmed on platform, and tested.**
- **According to Greg Ellingson, he does not have POE switching or any network gear here that we can use. Info from Nick is that they have an internet circuit here to build off of. Included is small POE switch with gateway cloud key for management purposes. This network equipment will be programmed and configured and can be used as an actual network if you ever need this at this location.**
- **As with all of County Verkada install, training will be performed as we will work out a time and date to do this with all involved. If there are some that cannot make it, Verkada customer support will fill in after the fact and perform all necessary follow up training.**

Thanks for your time.

Client Responsibilities:

- Approve Scope of Work by
- Approve Proposal
- Provide required deposit
  - Credit Card, Check, or ACH
- Provide access to facility and clear access
- Provide and coordinate required IT contacts to interface with network / Internet

Verkada Hardware/Labor

Product Details	Qty	Unit Price	Ext Price
Cable Infrastructure and Verkada Installation - Labor Prevailing Wage/travel	18	$154.00	$2,772.00
LIC-CAM-5Y-CAP - 5-Year Camera License	1	$764.15	$764.15
CD52-2TBE-HW - CD52-E Outdoor Dome Camera, 2TB, 365 Days Max	1	$3,314.15	$3,314.15
Verkada Contract # 3-23-01-1017			**$0.00**
		Subtotal:	**$6,850.30**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

NSP Hardware

Product Details	Qty	Unit Price	Ext Price
Superior Essex 4 Pair Cat6 Blue - order and bring outdoor Cat 6 PE	100	$0.56	$56.00
Leviton Cat6 Black Insert - patch panel or surface block end	1	$12.99	$12.99
Black 7' CAT6 PATCH CORD - camera to switch, switch to router, switch to gateway	3	$6.99	$20.97
Leviton 2 Port Surface Biscuit White	1	$4.00	$4.00
Cat6 RJ45 Ends - camera end	1	$0.99	$0.99
Ultra 210W small Poe switch + wall mount with Cloud Gateway Ultra	1	$629.87	$629.87
Miscellaneous hardware, pathway, mounting, fastening, etc	1	$140.00	$140.00
		Subtotal:	**$864.82**

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020

PacStates
Integrated Business Technology
One Company, One Call

Plumas County Verkada Building Security - Nervino Airport Beckwourth CMAS # 3-23-01-1017 3/16/2024

Prepared by:

PacStates

Ryan Monaghan
7752844124
Fax 7758282029
rmonaghan@pacstatesnv.com

Prepared for:

Plumas County Facilities - Nervino Airport

Nervino Airport
CA 70
Beckwourth, CA 85405
Nick Collin
(530) 283-6069
nickcollin@countyofplumas.com

Quote Information:

Quote #: 002419

Version: 2
Delivery Date: 04/01/2025
Expiration Date: 05/01/2025

Quote Summary

One-Time Charges

Description	Amount
Verkada Hardware/Labor	$6,850.30
NSP Hardware	$864.82

Subtotal:	**$7,715.12**
Estimated Tax:	**$358.38**
Total:	**$8,073.50**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PacStates

Signature: 

Name: Ryan Monaghan

Title: Major Accounts

Date: 04/01/2025

Plumas County Facilities - Nervino Airport

Signature: _____

Name: Nick Collin

Date: _____

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**June 3, 2025**
SUBJECT:	**Request to review and approve proposal for County Wide salary study; proposed work to be completed by December 2025; not to exceed $154,000.00; (General Fund Impact) as requested in (FY25/26) budget (HR 20035 / Professional Services 521900); discussion and possible action.**

Recommendation:

Request to review and approve proposal for County Wide salary study; proposed work to be completed by December 2025; not to exceed $154,000.00; (General Fund Impact) as requested in (FY25/26) budget (HR 20035 / Professional Services 521900)

Background and Discussion:

Due to extenuating circumstances, the county is in need of a County Wide Salary Study. Human Resources reached out to a vendor who has worked with many other counties in the same capacity and heard good things.

Action:

Request to review and approve proposal for County Wide salary study; proposed work to be completed by December 2025; not to exceed $154,000.00; (General Fund Impact) as requested in (FY25/26) budget (HR 20035 / Professional Services 521900)

Fiscal Impact:

(General Fund Impact) as requested in the (FY25/26) budget (HR 20035 / Professional Services 521900)

Attachments:

1. rgs-plumas co-may 28 edit-salary study-proposal-final

RGS REGIONAL GOVERNMENT SERVICES

PROPOSAL for

Agency-wide Salary Study

PLUMAS COUNTY | CALIFORNIA

Joshua Brechtel, Interim County Counsel
Plumas County Counsel's Office
520 Main Street, Room 301
Quincy, CA 95971
JoshBrechtel@countyofplumas.com

May 28, 2025

Subject: Agency-wide Salary Survey

Dear Mr. Brechtel,

Regional Government Services (RGS) appreciates the opportunity to submit this proposal to assist Plumas County (County) with an Agency-wide Salary Survey. We are pleased to support your interest in moving this project forward quickly and efficiently, and we value the trust placed in RGS to utilize our Joint Powers Authority status to streamline the contracting process.

As requested, RGS has updated the scope of work to include a Probation Group within the Salary Survey. We will ensure that this group is fully incorporated into our market analysis, internal alignment review, and compensation benchmarking, consistent with the County's overall objectives for transparency, competitiveness, and equity.

With over two decades of experience serving cities, counties, and special districts across California, RGS brings deep expertise in public-sector compensation analysis, classification studies, and human resources consulting. Our proven methodology ensures data integrity and tailored recommendations that balance organizational needs with fiscal responsibility.

We appreciate your consideration of our proposal and stand ready to begin work upon your direction. Should you have any questions or require further information, please contact Patty Howard at phoward@rgs.ca.gov or 650-587-7300 ext 94. We look forward to the opportunity to collaborate.

Sincerely,

Sophia Selivanoff, Executive Director
REGIONAL GOVERNMENT SERVICES

TABLE OF CONTENTS

EXECUTIVE SUMMARY 4

QUALIFICATIONS & EXPERIENCE 5

APPROACH & METHODOLOGY 7

TIMELINES AND FEE SCHEDULES 12

REFERENCES 16

TEAM RESUMES 18

Executive Summary

Our organization

RGS REGIONAL GOVERNMENT SERVICES

www.rgs.ca.gov

RGS is a California Joint Powers Authority (JPA) serving the needs of public agencies—cities, counties, special districts, and other governmental entities, since 2002. RGS specializes in public HR and finance services.

RGS works collaboratively with public agencies, providing a ready source of skilled and effective administrative best practices and support for operational delivery. RGS currently serves more than 130 public agencies with our ~200 employees.

Our values



We aim to be

FLEXIBLE

SOLUTION-DRIVEN

EMPOWERING

CARING

Prioritizing your success

Our team is ready to start immediately and committed to dedicating the necessary time and resources for the entire contract. The core team will ensure a seamless continuity of services, delivering on time and to the highest standards. To maximize the budget, we plan to conduct our work remotely. RGS team members are available to perform necessary tasks on-site.

RGS will engage additional advisors with specialized expertise as needed to support outcomes. We are also prepared to offer or assign another equally qualified advisor at any time, ensuring flexibility without compromising service.

Qualifications & Experience

We are public, we serve public

RGS is a Joint Powers Authority (JPA) that was created to serve public agencies. The cities that formed RGS knew that with collaboration, they could more effectively serve their communities. RGS currently serves more than 130 agencies. We understand the public sector because we are public. RGS contracts with many partners, including:

- Cities
- Joint Powers Authorities (JPAs)
- Special Districts
- Counties

A public agency does not need to join our JPA to benefit from our services. We often work with public agencies like a typical consultant. What's different? We do not profit, plus we have a public Board of Directors. The public sector executive staff that makes up our Board helps RGS identify trends and meet the emerging needs of local government.

Recent relevant projects

RGS has worked on more than 40 classification and compensation projects in the past five years for local government agencies. Here are some of our projects from the last year.

AGENCY	YEAR OF PROJECT	PROJECT TYPE
Humboldt Bay Municipal Water District	2024	Department Head Salary Alignment
Monterey County	2024	Agency-wide Staffing Assessment and Total Compensation Study
Santa Barbara County	2023-2024	Classification Plan Restructuring and Class Specification Development
City of Fairfield	2019-2024	Compensation Study
City of Hollister	2023-2024	Compensation Study
City of Sonora	2023-2024	Classification and Compensation Study
Sedona Fire District	2024	Compensation Study
Santa Cruz Regional 911	2024	Classification Study/Staffing Assessment
Kern County Employee Retirement Assoscition	2024	CEO/CIO Compensation Study
Belvedere-Tiburon Library	2024	Staffing Assessment/Compensation Study
City of Capitola	2024	Compensation Study

Qualifications & Experience

The team

The core team will provide a seamless continuity of services, delivering all identified objectives on time and to the highest standards. Our work will be conducted remotely. RGS team members are available to perform necessary tasks on-site.

To ensure project success, RGS may also offer or assign other equally qualified Advisors.



Click here to view resumes.

Approach & Methodology

WORKING WITH RGS

RGS will partner with Plumas County (County) and support its evolving needs. RGS has carefully constructed policies and procedures to allow maximum flexibility. RGS has a Client Relations Manager to oversee ongoing interaction to ensure your needs are met, projects progress appropriately, and agreed-upon timelines are met.

Client Relations Manager Fanni Acosta will serve as the primary point of contact for this engagement, ensuring ongoing coordination between RGS and Plumas County throughout the project's duration. Project Lead, Patty Howard, will direct projects to other RGS staff and oversee the work product. The County will also benefit from expert advisors on the project team. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at the Lead Advisor's discretion. If Plumas County wants personnel reassignment, the County and RGS shall meet to address concerns. This may result in reassigning a team member or members.

RGS prioritizes effective communication within project teams and with its partners. While RGS will work with multiple County stakeholders, the team will require a primary/lead contact. The project lead will keep this contact current and notify them of any issues that impact the schedule or budget. The County's lead contact may request any changes in scope in writing.

PATTY'S PROJECT MANAGEMENT PHILOSOPHY & EXPERIENCE

Patty believes that effective project management is rooted in clear communication, strategic planning, and collaboration. She prioritizes building strong relationships within the project team, ensuring that everyone involved has a shared understanding of the goals and expectations. By fostering open communication and trust, she creates a foundation for projects to thrive.

Patty values detailed planning and adherence to timelines and recognizes the importance of adaptability when unexpected challenges arise. Her ability to anticipate risks and adjust strategies ensures that projects stay on time and on budget without compromising quality.

She works closely with agencies to align project strategies with organizational objectives, leveraging their insights and resources to drive success.

Above all, Patty is committed to delivering results that align with organizational goals and exceed expectations. She will pull in RGS team members to deliver effective and efficient service. Patty's dedication to excellence and her people-centered approach drive her success as a project manager.

She has recently led projects for:

- Humboldt Bay Municipal Water District
- Monterey County
- County of Santa Barbara
- City of Fairfield
- City of Hollister
- City of Sonora
- Sedona Fire Protection District
- Ironhouse Sanitary District
- Regional Water Authority

Approach & Methodology

Scope of work

PROJECT KICKOFF

RGS will arrange a virtual kickoff meeting with the County's designated contacts. During this meeting, we will outline our methodology, address any questions, and allow the County to discuss any issues or challenges that may impact the project.

REVIEW OF AGENCY DOCUMENTS

Once the contract is executed, RGS will request and review key background material and documents from the County's current classification and compensation plans, organizational structure, policies, and procedures. Typical materials requested include:

- Organizational Chart(s)
- Existing classification specifications
- Current salary schedules
- Memoranda of Understanding (MOUs) and employment agreements
- Benefits documents/summaries
- Applicable policies and procedures
- Current budget documents
- Previous compensation studies

STUDY COMPONENTS

The first step of a total compensation study is establishing the study components. These components include the group of comparable agencies to be surveyed, the benefit elements that will define total compensation, and the list of classifications that will be included in the study to serve as benchmarks for updates to the compensation plan.

COMPARABLE AGENCIES

The comparable agencies to be surveyed for a compensation study are critical to the accuracy and validity of the data collected during the study. Agencies surveyed for any prior compensation studies should be evaluated as well as additional agencies using the following factors:

Approach & Methodology

COMPARABLE AGENCIES [continued]

Organizational Type and Services Provided: Potential comparable agencies will be reviewed regarding their organization type, the services provided, and how closely they align with the County.

Population Served and Demographics: This provides insight into the level and types of services required and the staffing levels and funding needed to provide those services. Geographical Proximity and Labor Market: A review of this factor, in combination with the information gained above, provides an indication of applicant pools, the proximity of applicants to potential employers, and the likelihood of attracting sufficient qualified applicants from within the immediate market.

Personnel and Operational Budgets: The size of a potential comparator's budgets and current staffing allocations will assist in gaining insight into the resources available to provide services.

Cost of Living: This factor, which includes the cost of housing, goods, and services, helps to analyze the available labor market further, such as mean housing prices and median household incomes.

BENCHMARK CLASSIFICATIONS

Benchmark classifications are those typically found throughout the comparator agencies. They are most often journey-level classifications either within a specific classification series or those that are single classifications. When conducting a compensation study, salary recommendations for the benchmark classifications are developed from the data collected. Using the benchmark data, an internal salary alignment analysis to provide salary recommendations for the remaining classifications.

STUDY PROCESS AND REPORTING APPROACH

RGS will meet with the County's identified stakeholders to discuss the above methodology and establish the study components. RGS will draft a report for the County Administrative Officer and other designated parties to explain the methodology used in establishing the study components and to explain the remaining steps of the study process. After all parties have reviewed the draft report, RGS will incorporate the feedback and present the final report to the Board of Supervisors.

Approach & Methodology

DATA COLLECTION

RGS will identify comparable classifications within each comparator agency and collect and compile the compensation data using the comparator agencies and the selected benchmark classifications. Equivalent classifications will be determined on a "whole job" basis, considering duties, reporting structure, and requirements, and not by title alone.

RECOMMEND PLACEMENT OF CLASSIFICATIONS WITHIN THE SALARY SCHEDULE

RGS will utilize the external compensation data and conduct an internal salary alignment analysis to recommend the salary placement of classifications based on the following classification factors:

- Data collected during the compensation study
- Authority and autonomy in decision-making
- Scope and complexity of the work
- Types and frequency of contacts
- Supervision exercised and received
- Knowledge, skills, and abilities required both at entry and learned after entry
- Minimum education and experience required for successful performance

PROGRESS MEETING TO DISCUSS PRELIMINARY FINDINGS

While progress reports and status meetings may be provided/scheduled at any point in the study, RGS will suggest a progress meeting or conference call with the County to discuss preliminary findings and clarify any questions related to operational needs that may have come up for RGS before drafting the preliminary report.

DEVELOP DRAFT STUDY REPORT

RGS will prepare a draft report of findings, analysis, and recommendations for County management review. RGS advisors will be available to make necessary modifications and provide expert advice and support during the review process. This will include responding to the written comments or tracked changes in the draft documents, conducting telephone interviews for clarification, participating in video or telephone conferences, or responding to email communications. RGS will provide and present the draft report to the County Administrative Officer, Human Resources, and bargaining units for review and feedback.

Approach & Methodology

FINAL COMPENSATION STUDY REPORT

RGS will compile and incorporate information gathered in the collaborative review process and finalize the report. The final report will include, at a minimum, the following:

- Executive Summary – including the process followed and the methodology used.
- Compensation Study
  - A list of comparator agencies surveyed as part of the compensation study, with the match classifications identified.
  - Statistics for each benchmark classification's base pay rate, with the percentage above or below the average of market comparators identified.
  - Explanation of differences and responsibilities between the County classifications and those in comparable agencies.
  - Complete compensation survey data.
  - Strategies to implement the compensation recommendations.

PRESENTATION TO THE BOARD OF DIRECTORS AND OTHER STAKEHOLDERS

The project lead can present the compensation study's findings and recommendations to the Board of Supervisors. This proposal assumes the presentation is conducted virtually. If the County prefers, RGS can attend in person and will bill travel time and expenses without markup.

Timelines and Fee Schedules

RGS Advisors will be prepared to commence work on the compensation study once a Professional Services Agreement (PSA) has been executed between the County and RGS. While the County's goal is to conduct an agency-wide salary survey, after a discussion with the County, RGS has developed the following timelines and fee schedules, which are separated into classification groups. This will enable the County to develop a strategy to achieve its ultimate goal, prioritizing work based on financial, timing, and staffing needs and restraints.

The groups identified by the County include:

- Department Heads
- OE3 Sheriff's Groups
- OE3 Public Works Groups
- Confidential Group
- Probation Group
- Health and Human Services Department
- OE3 General & Mid-Management Group

RGS will begin work upon notification by the County of the project award and receipt of a fully executed PSA. Work is performed as agreed and subsequently billed each month based on the hours worked and team member rates. RGS employees are skilled at prioritizing projects and working within the budget of partner agencies. Mileage, if applicable, will be calculated/invoiced using the current IRS rate.

The following tentative timelines may be modified with mutual agreement between the County and RGS. We have included the various tasks/milestones, the work schedule, and those involved in each task. The comparable agencies' responsiveness and County staff availability during the study will be critical to meeting the study timeline as presented. Meetings with the County's point(s) of contact will be scheduled as required.

Following each timeline is the associated fee schedule broken down into study phases. In addition, we have included a not-to-exceed (NTE) amount for each study.

Timelines and Fee Schedules

Pre-Study Work

Prior to the commencement of the separate studies, there are a number of pre-study tasks that will be completed. These include the virtual kickoff meeting with County point(s) of contact, the receipt and review of County documents related to the study, and the establishment of comparable agencies to be surveyed for the studies, and the job classifications that will be included in each study group. The remainder of the tasks outlined in the Work Plan section this proposal will remain the same for each study conducted.

Timeline

SALARY SURVEY PHASES		TENTATIVE DATES	RESPONSIBLE PARTY
1	Kick-Off Meetings with County point(s) of contact to discuss project.	WEEKS 1-2	COUNTY/RGS
2	RGS receives and reviews all relevant County documents.	WEEKS 1 -2	COUNTY/RGS
3	Comparable agencies will be used in all studies, and final benchmark class selection and groupings will be established.	WEEKS 2-3	COUNTY/RGS

[1]Does not account for any required meetings with employee groups.

Fee Schedule

The total project cost for the pre-study work **will not exceed $7,300**. Estimated project costs include:

SALARY SURVEY PHASES		ESTIMATED COST
1	Kick-Off Meetings with County point(s) of contact to discuss project.	$600
2	RGS receives and reviews all relevant County documents.	$3,100
3	Comparable agencies will be used in all studies, and final benchmark class selection and groupings will be established.	$3,300
TOTAL ESTIMATED COST NOT TO EXCEED: $7,300		

Timeline and Fee Schedules

The following timelines and fee schedules are based on the estimated benchmark classes listed for each group and surveys of 10 and 12 comparable agencies. Changes to these numbers may affect the final cost and length of the studies. In addition, the timelines assume the studies will be conducted consecutively, not concurrently.

Timeline

	TASK	DEPART-MENT HEADS (26 CLASSES)	SHERIFF (~20 CLASSES)	PUBLIC WORKS (~20 CLASSES)	CONFIDENTIAL (~20 CLASSES)	PROBATION (~10 CLASSES)	HHS (~50 CLASSES)	GEN/MID MGMT (~20 CLASSES)	RESPONSIBLE PARTIES
1	Analyze class plans from comparable agencies, identify class matches, and collect salary data.	Weeks 1-4	Weeks 1-3	Weeks 1-3	Weeks 1-3	Weeks 1-2	Weeks 1-4	Weeks 1-4	RGS
2	Review and analyze salary data/findings and develop draft recommendations.	Weeks 5-6	Weeks 4-5	Weeks 4-5	Weeks 4-5	Weeks 3-4	Weeks 5-6	Weeks 6-8	RGS
3	Status meeting to discuss findings and recommendations.	Week 6	Week 5	Week 5	Week 5	Week 4	Week 6	Week 8	County/RGS
4	Develop the draft compensation report, worksheets, and costs, and send them to the County for review.	Week 7	Week 6	Week 6	Week 6	Week 5	Weeks 7-8	Weeks 8-9	RGS
5	Feedback from the County regarding the draft report and worksheets.	Weeks 8-9	Weeks7-8	Weeks 7-8	Weeks 7-8	Weeks 6-7	Weeks 9-10	Weeks 10-11	County
6	Finalize all study documents and submit them to the County.	Week 10	Week 9	Week9	Week 9	Week 8	Week 11	Week 12	RGS
7	Present study findings and recommendations as needed.	TBD	TBD	TBD	TBD	TBD	TBD	TBD	RGS

Fee Schedule

	SALARY STUDY PHASES	DEPARTMENT HEADS	SHERIFF	PUBLIC WORKS	CONFIDENTIAL	PROBATION	HHS	GEN/MID-MGMT
1	Status reports/meetings; correspondence with County staff.	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700	$1,700
2	Salary survey: Collect and compile salary data; analyze data and develop salary recommendations.	$14,000	$12,200	$12,200	$12,200	$9,000	$23,000	$37,000
3	Prepare salary data worksheets, salary study draft, and final reports..	$1,700	$1,700	$1,700	$1,700	$1,600	$1,800	$1,900
4	Present findings and recommendations to the Board of Supervisors and other stakeholders.	$1,400	$1,400	$1,400	$1,400	$1,400	$1,500	$1,500
	Total Estimated Cost Not To Exceed	$18,800	$17,000	$17,000	$17,000	$13,700	$28,000	$42,100

Timelines and Fee Schedules

Assumptions

RGS cost estimates, rates, and scope assume:

- Services contracted will take place through December 2025.
- RGS advisors will be available to perform the services during the normal work week
- RGS team members will maintain communication with each other and County staff
- Projects and activities may be modified at the request of the County (this will impact the accuracy of the cost estimate)
- RGS advisors are employees of RGS and report to RGS administration
- County employees do not report to any RGS employees
- RGS employees shall have no authority to execute any document on behalf of the County

RGS is available and willing to perform additional on-call work at hourly rates on an as-needed basis upon request. RGS also provides a variety of services for HR, training, economic development, clerking, communications, and more.

Hourly rates

RGS TITLE	HOURLY RATE
Strategic Services Consultant	$191
Senior Advisor	$161
Advisor	$137
Technical Specialist	$121
Administrative Specialist	$108

References

Chris Harris
Business Manager
harris@hbmwd.com
(707) 443-5018

HUMBOLDT BAY MUNICIPAL WATER DISTRICT

RGS conducted an agency-wide staffing assessment and total compensation study. The staffing assessment included the analysis of the District's twenty classifications. RGS identified essential duties, aligned positions within the classification series and across the plan, and recommended new classification titles and classifications for the District's consideration. After the staffing assessment, RGS conducted an external compensation study collecting salary and benefits data for fifteen benchmark classifications from eleven comparable agencies. RGS then conducted an internal compensation alignment analysis based on the updated classification plan. Salary recommendations utilized accepted compensation standards to ensure equity within class series, class families, and various workgroups.

Cecilia Goff
Office Administrator
Goff@isd.us.com
(925) 625-2279

IRONHOUSE SANITARY DISTRICT

RGS conducted an agency-wide total compensation study, surveying ten designated comparator agencies for ten District classifications and fourteen benefit factors. Salary and benefits data were collected for all comparable classifications, and recommendations for salary adjustments were developed based on the external market data and the internal compensation alignment analysis conducted by RGS advisors. Salary recommendations utilized generally accepted compensation standards to ensure the District's compensation plan would be both externally competitive and internally equitable.

References

Jayson Coil,
Asst Fire Chief
Sedona Fire District
jcoil@sedonafire.org
(928) 282-6800

SEDONA FIRE DISTRICT

RGS conducted a comprehensive total compensation study, analyzing multiple State and local fire districts and agencies using various factors to identify a final list of eleven comparable agencies for the survey. RGS then determined equivalent job classifications within each agency and collected salary and benefits data for over 35 different benefit factors per classification. Based on external market data and an internal compensation alignment analysis, RGS advisors developed salary adjustment recommendations. These recommendations followed widely accepted compensation standards to ensure the District's compensation plan remained both externally competitive and internally equitable.

James Peifer
Executive Director
jpeifer@rwah2o.org
(916) 967-7692

REGIONAL WATER AUTHORITY

RGS conducted a total compensation study that included fifteen staff positions and fifteen benefit factors. RGS conducted a comparable agency analysis, which resulted in the inclusion of fourteen agencies in the study. Salary and benefits data were collected for all comparable classifications, and recommendations for salary adjustments were developed based on the external market data and the internal compensation alignment analysis conducted by RGS advisors. In addition, a separate compensation study was conducted for the General Manager, which included surveying eleven comparable agencies and collecting data for fifteen benefit factors. Compensation recommendations utilized generally accepted compensation standards to ensure the District's compensation plan would be both externally competitive and internally equitable.

Team Resumes

Patty Howard

PROJECT LEAD | SENIOR ADVISOR
RGS CLASSIFICATION AND COMPENSATION SERVICE LINE LEAD

Patty Howard joined RGS as a Senior Advisor with the Human Resources service group in 2016. She currently serves as the Lead Advisor of the Classification and Compensation Team as well as providing human resources services for several agencies. Prior to joining RGS, Patty had over twenty-five years of human resources management experience in local government agencies. She has expertise in all aspects of human resources and labor relations; she is also a seasoned trainer.

PROFESSIONAL EXPERIENCE

Regional Government Services
Senior Advisor
Patty has led numerous successful classification and compensation projects. She determines when to add new RGS resources to her projects, tracks budgets, and ensures timely and high-quality deliverables.

Koff & Associates
Senior Associate
Patty served as a human resources consultant with a full-service HR consulting firm specializing in public sector management. She supported classification and compensation studies, conducted compensation and benefits research for comparable agencies, and analyzed data to ensure reliability and accuracy. She also prepared data summaries for review by executive staff.

City of Rocklin
Principal Human Resources Analyst
Patty served as the Supervisor of Human Resources for the city, overseeing all division activities, including managing staff, budgets, and citywide training. She participated in labor negotiations, conducted workplace investigations in compliance with laws and guidelines, and performed classification and compensation studies.

El Dorado County
Principal Personnel Analyst
Patty supervised personnel staff and managed operations, including recruitment, classification, training, and budget preparation. She coordinated countywide training programs, conducted workplace investigations, and supported contract negotiations. She conducted classification and compensation studies, analyzed data for accuracy, and prepared reports for management review.

EDUCATION

Patty has a master's degree in public administration with an emphasis in human resources management and bachelor's degree in sociology and social welfare. She also holds certifications in Labor Relations and Mediation Skills.

Team Resumes

Karen Blakely

ADVISOR

Karen Blakely joined RGS as an Advisor in the Human Resources service group in 2017. Karen leads projects for various RGS partner agencies, performing and coordinating complex classification and compensation studies and developing and updating job specifications. Karen has over twenty years of professional experience in Human Resources for public sector agencies. Her areas of expertise include personnel budgeting, labor negotiation costing, and conducting classification and compensation projects as well as recruitment and selection. Karen also has experience in employee and labor relations.

PROFESSIONAL EXPERIENCE

Regional Government Services
Advisor
Karen has led organizational development projects for partner agencies, including conducting classification and compensation studies, developing and updating job specifications, creating detailed reports based on data analysis, and delivering complex Human Resources services.

City of Rocklin
Principal Management Analyst
Karen performed professional and analytical functions for the City's Finance and Human Resources departments. Her responsibilities included overseeing payroll, benefits, classification, and employee relations, maintaining the City's Ten-Year Personnel Budget, providing costing data for labor negotiations, analyzing legislative impacts on HR practices, and presenting CalPERS actuarial impacts to the Council annually.

County of El Dorado
Senior Personnel Analyst
Karen developed and implemented HR policies. She analyzed legislation and its impact on the County. She also worked on classification, compensation, and benefits projects doing research and analyzing data to present to decision-makers.

CERTIFICATIONS

Karen is a Certified Professional through the International Public Management Association – Human Resources (IPMA-HR).

Team Resumes

Tracy Melone

ADVISOR

Tracy Melone joined RGS as an Advisor in the Human Resources Service Group in 2022. She serves RGS partner agencies by performing classification and compensation analysis. Tracy has broad leadership experience in local government. As a human resources analyst and manager, she has served in a municipality, a county, and a utility district. She is a generalist and has been responsible for establishing and maintaining many innovative programs during her professional career.

PROFESSIONAL EXPERIENCE

Regional Government Services
Senior Advisor
Tracy conducts complex classification and compensation analyses. Her work includes determining comparable classifications, developing salary recommendations, reviewing position description questionnaires, researching comparable roles, and drafting job specifications for department and management staff review.

City of Albany
Human Resources Manager
Tracy oversaw personnel reporting to the City Administrator. Her responsibilities included classification and compensation, recruitment, employee relations, grievance resolution, labor negotiations, policy development, and new employee orientation. She updated key policies, reorganized two departments, developed a performance appraisal system, and implemented a City-wide benefits program.

East Bay Municipal Utility District
Senior Human Resources Analyst
Tracy participated in contract negotiations, grievance resolution, discipline and due process, conflict resolution, and harassment investigations. She served as an advocate on behalf of the District in civil service proceedings and assisted in the development of the District's drug testing program.

El Dorado County
Personnel Analyst II
Tracy performed various professional activities, including recruitment, classification analysis, compensation administration, employee development, policy creation, grievance resolution, discipline, and due process.

EDUCATION

Tracy holds a master's and a bachelor's degree in business management and human resources management.

Team Resumes

David Prieto

ADVISOR

David Prieto joined RGS as an Advisor within the Recruitment Services Group in 2021, providing full-cycle recruitment and selection services to RGS partner agencies. Prior to his tenure at RGS, David accumulated over eleven years of human leadership experience, focused on recruitment and selection, encompassing the attraction and retention of high-quality employees, the development of their skills, effective performance management, and the creation of a motivated workforce.

PROFESSIONAL EXPERIENCE

Regional Government Services
Advisor
David leads recruitment initiatives for RGS partner agencies. He collaborates with managers and subject matter experts to develop selection procedures and skills assessments tailored to the specific requirements of each open position and the hiring needs of the organization. He assists hiring managers by screening and identifying qualified candidates and documenting the recruitment process.

Modesto City Schools
Senior Director
As Senior Director, David managed and developed talent acquisition and employee retention strategies, branding, candidate experience, and sourcing methodologies. He also oversaw the selection process, onboarding programs, and job classification and compensation strategies.

City of Lancaster
Talent Development Manager
David managed the staff and processes of updating class specifications and salary allocations, developing and validating tests, assessments, and interviews, and delivering learning and development programs.

Netflix, INC. Senior
Talent Management Partner
In this role, David managed and implemented strategies for the Global Talent Acquisition and Learning and Development teams. He supervised competency development and managed criterion-validity studies of assessments and the analysis of talent analytics.

EDUCATION

David holds a Bachelor of Arts degree in Psychology and a Master of Business Administration (M.B.A.), and is currently pursuing a Master of Science degree in Industrial/Organizational Psychology.

Team Resumes

Kris Harapan

ADVISOR

Kris joined RGS in 2017. She provides a broad range of Human Resources services to public agencies. Kris has over twenty-four years of senior administrative experience in the public sector, primarily within Human Resources and Risk Management. She specializes in cultural coaching, focusing on the impact of work culture on employee attraction, support, and retention, and is multilingual.

PROFESSIONAL EXPERIENCE

Regional Government Services
Advisor
Kris provides human resources services to numerous municipalities. These services include recruitment and selection processes, classification studies, compensation analysis, workers' compensation and return-to-work administration, and disaster preparedness planning.

Harapan and Associates
Coach and Personal Development Trainer
Kris mentors business owners and clients, focusing on cultural coaching and legacy development. She also delivers presentations based on the John Maxwell leadership training program.

City of Grand Terrace
Human Resources and Risk Management
Kris managed all aspects of Human Resources and Risk Management, encompassing recruitment, pre-employment procedures, benefits administration, Council staff report preparation, workers' compensation, general liability risk management, and administrative support for the City Attorney.

City of Banning
Human Resources
Kris managed all aspects of Human Resources, including recruitment, performance management, workers' compensation, general liability claims administration, and the interpretation and implementation of five Memoranda of Understanding (MOUs).

EDUCATION

Kris holds a Paralegal/Legal Assistant certificate and has completed "Racial Literacy for Coaches" training with Milagros Phillips. She is a member of the Founders' Circle of the John Maxwell Team and is a certified coach, speaker, and trainer in the John Maxwell Leadership training program.

Team Resumes

Leanne Leak

ADVISOR

Leanne joined RGS as a Technical Specialist in 2020, providing human resources support. As an Advisor, she now serves partner agencies within the Disability and Leave Management Service Group. Leanne has a twenty-five-year career in leadership and management within early childhood education. She is a published author and presenter, with extensive experience in articulating best practices and developing program standards and tools for program assessment.

PROFESSIONAL EXPERIENCE

Regional Government Services
Advisor
Leanne provides administrative support to partner agencies in managing complex and sensitive disability and leave management cases.

Yolo County Quality Counts / SETA Head Start
Educational Consultant
As a consultant, Leanne conducts pre-kindergarten CLASS assessments, a component of a national quality measurement program affiliated with Head Start, and provides feedback and goal-setting assistance to teachers.

University Covenant Nursery School
Assistant Director / Executive Assistant
Leanne supports teachers and assists with staff development, communication, planning, and information management.

Association of Christian Schools, International
Early Education Field Director, Western States / Assistant Director for Early Education
As Field Director, Leanne managed service delivery to 500 schools across seven states, developing training and professional events. As Assistant Director, she planned conferences, presented training internationally, and contributed to accreditation and manual development.

EDUCATION

Leanne holds a bachelor's degree in child development and is a Certified Child Development Program Director. She has also received training in defense acquisition contracts, contract law, and cost analysis from her time as a contract negotiator for the United States Air Force.

Team Resumes

Matt Jadrich

TECHNICAL SPECIALIST

Matt joined RGS as a Technical Specialist in 2018, serving the JPA. He is an experienced project manager and team leader with a strong background in managing technical and logistical projects across various business settings. In addition to managing RGS' RFP responses, Matt oversees the technical aspects of RGS communications and outreach and serves as a Communications Specialist for RGS partner agencies.

PROFESSIONAL EXPERIENCE

Regional Government Services
Technical Specialist
Matt supports RGS and partner agency communications. He also has extensive experience with classification and compensation data collection.

IBM
Supplier Base Manager
Matt's attention to detail and understanding of the procurement lifecycle contributed to the acquisition and fulfillment of product software. This support enhanced the organization's operational efficiency and customer satisfaction.

Rational Software
Supplier Base Manager/Senior Buyer
Matt applied strategic planning and organizational skills to enhance the procurement workflow, fostering collaboration with vendors and internal teams.

Pure Atria
Materials Planner/ Senior Buyer
Matt oversaw print and fulfillment vendors and ensured the smooth delivery of software products to both customers and internal stakeholders.

Pure Software
Materials Planner/Buyer
Matt played a crucial role in overseeing the procurement and fulfillment of product software within a rapidly growing software organization. He closely collaborated with engineering teams to facilitate efficient product releases.

Team Resumes

Valeria Quevedo

ADMINISTRATIVE SPECIALIST

Valeria joined RGS as an Administrative Specialist in 2024, providing administrative support within the Communications and Engagement and Transparent Government service lines. She brings experience in digital marketing and social media management, having developed and executed content strategies for professional sports organizations.

PROFESSIONAL EXPERIENCE

Regional Government Services
Admin Specialist
Valeria joined RGS as an Administrative Specialist in 2024 and serves in both the Communications and Engagement and Transparent Government service lines. She serves RGS partners by providing administrative support.

FC Juarez
Digital Marketing Specialist
Valeria led the creation and implementation of social media content strategies, collaborated on content calendar management and cross-departmental brand marketing initiatives, and managed email communications in both Spanish and English.

El Paso Locomotive FC
Marketing Assistant
Valeria assisted in social strategy development, launched and managed the TikTok platform, created content, managed Facebook events, supported marketing campaigns, and oversaw the online Team Store.

EDUCATION

Istituto Marangoni in Milan, Italy, awarded Valeria a Bachelor of Arts degree in the fashion business, with a focus on Fashion Business Communications and New Media.