



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
JULY 1, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

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.

2. CONSENT AGENDA

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

A. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Feather River Community College District; the Public Health Clinic will provide Health Care Services to Feather River Community College students; effective July 1, 2025; not to exceed \$15,000.00; (No General Fund Impact); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed \$20,650.00; (No General Fund Impact) (RWPartC); approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

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

C. PROBATION

- 1) Approve and authorize Chair to sign an agreement between Plumas County Probation and DeMartile Automotive Inc. for auto repair services; effective July 1, 2025; not to exceed \$12,000.00; General Fund impact up to \$2,000.00 as submitted in the (FY25/26) requested budget (2040052-520902), approved as to form by County Counsel.

D. SOLID WASTE

- 1) Approve and authorize the Chair to sign the East Quincy Transfer Station Property Damage Release Document totaling \$55,297.57 (No General Fund Impact); approved as to form by County Counsel.

E. ASSESSOR

- 1) Approve and Authorize Fixed Asset transfer of a 2001 Jeep Cherokee from Assessor (20060) to Public Works/Engineering (20521).

3. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY - Gregory Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC for website hosting, website accessibility tools, and social media archiving; effective July 1, 2025, for a one-year term; not to exceed \$34,590.79; (General Fund Impact) as approved in FY25-26 Preliminary Budget (2022052/520411); approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and DGI, Inc. for a Palo Alto firewall, spare firewall, 5-year license, and support; effective July 1, 2025, for a 5-year term; not to exceed \$43,826.53; (No General Fund Impact) (paid in part by grants in the Sheriff's Office and ARPA funds); approved as to form by County Counsel.

B. LIBRARY - Dora Mitchell

- 1) Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the "Libraries as Literacy Centers: Strengthening Libraries' Capacity to Meet Local Literacy Needs" Grant Funding Agreement; in the amount of \$65,000.00 over three years (General Fund Impact) positive impact; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**

C. HUMAN RESOURCES - Sara James

- 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 (FY25/26) budget (HR 20035 / Professional Services 521900); discussion and possible action.

D. PUBLIC WORKS/ROAD - Rob Thorman

- 1) Adopt **RESOLUTION** Approving the Appointment of an Authorized Agent in Regard to the Agreement between Plumas County Public Works (PCPW) and Pacific Gas and Electric, Inc. (PG&E) to act as the official agent of the County in all matters pertaining to PG&E - Electric Rule 20.; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

E. SOLID WASTE - Rob Thorman

- 1) **PUBLIC HEARING:** Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 1 Operated by Feather River Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) **PUBLIC HEARING:** Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 2 Operated by InterMountain Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

4. BOARD OF SUPERVISORS

- A. **CONTINUED FROM JUNE 17, 2025:** Approve and authorize Chair to sign an agreement between Plumas County and PG & E to grant utility distribution easement to construct electric infrastructure to serve the Town of Greenville and its residents which will impact APN 110-062-008, 110-110-010, and 110-062-117; effective June 17, 2025; approved as to form by County Counsel; discussion and possible action.
- B. Information and determination regarding the appointment of a new Sheriff due to retirement; Board to choose the methodology in which the appointment will be made; discussion and possible action.
- C. Fines and fees paid by Plumas County Departments: discussion only.

D. APPOINTMENTS

- 1) Appoint Matthew West to the Feather River Resource Conservation District Board of Directors, as recommended; discussion and possible action.
- 2) Appoint Rick Foster to the Plumas County Planning Commission, representing District 2, as recommended; discussion and possible action.

E. CORRESPONDENCE AND WEEKLY REPORT 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. Personnel: Public Employee Performance Evaluation - Chief Probation Officer
- 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: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9
- D. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivisions (d)(2) & (e)(4) of Government Code §54956.9 (1 case)

The closed session is based on documents publicly available and included in the Board Packet for Item 2.C.1 (Departmental Matters/Treasurer-Tax Collector) on the March 18, 2025, Board of Supervisors Regular Meeting Agenda.

- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 (Workers Compensation Case No. TICA-600262)
- F. Conference with Legal Counsel: Claim Against the County, filed by Hale, Elizabeth, received June 20, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday July 8, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: July 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Feather River Community College District; the Public Health Clinic will provide Health Care Services to Feather River Community College students; effective July 1, 2025; not to exceed \$15,000.00; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair sign an agreement with Feather River Community College District for the amount of \$15,000.00; effective July 1, 2025.

Background and Discussion:

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

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Feather River Community College District; the Public Health Clinic will provide Health Care Services to Feather River Community College students; effective July 1, 2025; not to exceed \$15,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. PCPHA2526FRC

Cooperative Agreement to Provide Health Care Services to Feather River Community College District for the 2025-2026 Academic Year

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

COUNTY OF PLUMAS SERVICES:

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

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

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

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

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

3. Hours of Service; Scheduling:

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

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

5. FRCCD Students Eligibility to Access County Health Services:

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

6. Costs, Compensation, and Billing:

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

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

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

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

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

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

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

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

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

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

8. TERM: This agreement shall become effective July 1, 2025, upon approval and shall continue through June 30, 2026.

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

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

[SIGNATURES FOLLOWING ON NEXT PAGE]

FEATHER RIVER
COMMUNITY COLLEGE
DISTRICT:

Morgan Turner
Morgan Turner, CFO

4/2/25

Date

K. Trutna
Kevin Trutna,
Superintendent/President
Date

6/2/25

Date

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

N. Reinert
Nicole Reinert, Director
Plumas County Public Health Agency

5/20/2025

Date

Kevin Goss, Chair
Plumas County Board of Supervisors

Date

ATTEST:

Allen Hiskey, Clerk
Plumas County Board of Supervisors

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and FEATHER RIVER COMMUNITY COLLEGE, referred to herein as Business Associate ("BA"), dated July 1, 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 HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

7. Assistance in Litigation of Administrative Proceedings

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

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

By: Nicole Reinert

Print Name: Nicole Reinert

Title: Director, Public Health Agency

Date: 5/20/2025

BUSINESS ASSOCIATE

FEATHER RIVER COMMUNITY COLLEGE DISTRICT

By: Kevin Trutna

Print Name: Kevin Trutna

Title: Superintendent/President

Date: 6/2/25



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: July 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed \$20,650.00; (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 the following services agreement related to the Ryan White Part C Program for Fiscal Year 2025-2026 with Siskiyou County Health and Human Services Agency, for the amount of \$20,650.00.

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 Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed \$20,650.00; (No General Fund Impact) (RWPartC); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (RWPartC)

Attachments:

1. PARTC2526SCHHSA

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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 Siskiyou County Health and Human Services Agency, Public Health Division, a political subdivision of the State of California (hereinafter referred to as "Subcontractor").

The parties agree as follows:

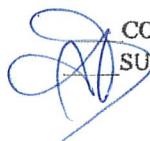
1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Attendance. Subcontractor agrees to contact County in the event of taking time off that impacts normal work duties, especially when this will be for any extended amount of time.
3. Time Keeping. Subcontractor agrees to keep an adequate log of their time worked for the Part C grant. This is a requirement that HRSA has in place for all grant recipients and subrecipients.
4. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards 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


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followed by monthly meetings until the 3-month deadline to ensure that the plan of action is being followed and goals are being met.

5. **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 Thousand Six Hundred Fifty Dollars (\$20,650.00).
6. **Term.** The term of this agreement shall be from April 1, 2025, through March 31, 2026, unless terminated earlier as provided herein.
7. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
8. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be 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.
9. **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.
10. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
11. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and 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,


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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.

12. **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


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- 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.

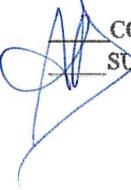
13. **Licenses and Permits.** Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under 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.
14. **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.



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15. **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.
16. **Assignment.** Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
17. **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.
18. **Choice of Law.** The laws of the State of California shall govern this agreement.
19. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
20. **Integration.** This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
21. **Severability.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
22. **Headings.** The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.


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23. **Waiver of Rights.** No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
24. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. 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.
25. **Notice Addresses.** All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Subcontractor:

Siskiyou County Health and Human Services Agency
Public Health Division
810 S. Main Street
Yreka, CA 96097
Attention: Angela Davis, CAO

26. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
27. **Contract Execution.** Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.
28. **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.


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29. **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.

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

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


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

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)



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

SUBCONTRACTOR:

Siskiyou County Health and Human Services Agency, Public Health Division, a political subdivision of the State of California

COUNTY OF SISKIYOU

By: Angela Davis
Angela Davis
County Administrative Officer
Date signed:

APPROVED AS TO LEGAL FORM:

Signed by:
By: Natalie E. Reed
Natalie E. Reed
County Counsel
Date signed: 5/22/2025

APPROVED AS TO ACCOUNTING FORM:

FUND:2121 Organization: 401015
Account:552600

DocSigned by:
By: Diane L. Olsen
Diane Olsen
Auditor-Controller
Date signed: 5/27/2025

APPROVED AS TO INSURANCE:

DocSigned by:
By: Hayley Hudson
Hayley Hudson
Risk Management
Date signed: 6/2/2025

COUNTY:

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

By: Nicole Reinert

Nicole Reinert
Director, Public Health Agency
Date signed:

By: Kevin Goss

Kevin Goss
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

Craig Settlemire
Craig Settlemire
Counsel

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EXHIBIT A

Scope of Work

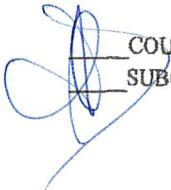
Subcontractor Requirements:

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

Reporting and Performance Requirements:

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

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


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EXHIBIT B

Fee Schedule

Invoicing and Payment:

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

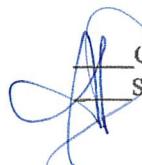
1. Invoice(s) Shall:

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

2. Invoice(s) Schedule:

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

3. Any invoice submitted after the fiscal year closes on March 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.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Twenty Thousand Six Hundred Fifty Dollars (\$20,650.00).



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EXHIBIT B-1**Budget**

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 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 subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

Program Subcontractor	Part C San Joaquin County Public Health	Budget (in \$)	Program Category	Services Category	Amount	Rate	Rate Type	Contract Cost
Contract Year	April 1, 2015 - March 31, 2016							
Personnel								
Fixin Varga, Outreach Testing Brown Wheeler	1 ADC/Outreach 1 BCT/Outreach	15 15	ES ES	Outpatient / Ambulatory Health Services Outpatient / Ambulatory Health Services	79,746 118,826	0.062 FFC 0.061 FFC	FFC	130 9,675
Total Personnel								9,675
Program Benefits								
Fixin Varga, Outreach Testing Brown Wheeler	0 HFC/Outreach 0 NBC/Outreach	15 15	ES ES	Outpatient / Ambulatory Health Services Outpatient / Ambulatory Health Services	130 9,075	75.06% Finger Print 61.70% Finger Print		98 5,000
Total Program Benefits								6,000
Total	Total and Training costs	3 BCT/Outreach	ES	Outpatient / Ambulatory Health Services	1,884	1.000 Unit Cost		1,884
	Total Travel							1,000
Other	140 (Rep'd Tax 100, Condo 60, conformity fees)	9 BCT/Outreach	ES	Outpatient / Ambulatory Health Services	2,200	1.020 Unit Cost		2,200
	Total Other							2,200
Indirect		Subcontractor Indirect costs	Admin Exp	Grants Administration	9,805	0.074		694
Total	20,650							


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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Siskiyou County Health and Human Services Agency, Public Health Division, a political subdivision of the State of California, 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).

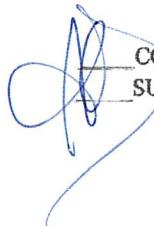
CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, 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 HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.



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

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

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

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

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

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

2. Obligations of Business Associate

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

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


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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 PIII [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

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

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


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- 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 PII 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


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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)].

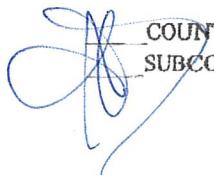
b. Judicial or Administrative Proceedings. CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has 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)(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


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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 or 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

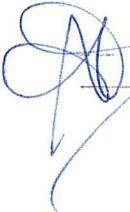
BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, 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.


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

COVERED ENTITY

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

Name: Nicole Reinert
Title: Director, Public Health Agency
Signature: Nicole Reinert
Date: 3/25/25

BUSINESS ASSOCIATE

Siskiyou County Health and Human Services Agency, Public Health Division, a subdivision of the State of California

Name: Angela Davis
Title: County Administrative Officer
Signature: Angela Davis
Date: 04/08/25


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ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS**Agreement by Employee/Contractor to Comply with Confidentiality Requirements****Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure**

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121025(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(e) 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

Supervisor name (print)

Supervisor Signature

Date

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 06880 (Revised 10/12)

ATTACHMENT 3

State of California--Health and Human Services Agency

California Department of Public Health
Contracts and Purchasing Services Section

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. J
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.
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.
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
<u>County of Siskiyou</u>		<u>94-6000537</u>
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
<u>Angela Davis, County Administrative Officer</u>		
Date Executed	Executed in the County and State of	
<u>06/07/2005</u>	<u>Siskiyou, California</u>	

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
<i>County of Siskiyou</i>	94-6000537
By (Authorized Signature)	
<i>Angela Davis, County Administrative Officer</i>	
Date Executed	Executed in the County of
<i>06/01/2025</i>	<i>Siskiyou</i>

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

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

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

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

Department of Health Care Services (Rev. 03/19)
Exhibit D(F)

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
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6. Income Restrictions	24. Performance Evaluation
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8. Site Inspection	26. Four-Digit Date Compliance
9. Federal Contract Funds	27. Prohibited Use of State Funds for Software
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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
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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, promotion 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 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 (PSI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues

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

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

17. Financial and Compliance Audit Requirements

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

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

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

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

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

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

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

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

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

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

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

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

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontract/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/acrued 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)

Department of Health Care Services - Special Terms and Conditions

Exhibit D(F)

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.

County of Siskiyou

Name of Contractor

Angela Davis

Printed Name of Person Signing for Contractor

Contract/ Grant Number

06/01/2026

Date

Signature of Person Signing for Contractor

Title

County Administrative Officer

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

California Department of Health Care Services

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

Department of Health Care Services - Special Terms and Conditions

Exhibit D(F)

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0318-0040

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

Department of Health Care Services - Special Terms and Conditions

Exhibit D(F)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-00-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

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

B. Insurance Coverage Requirements

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

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

Exhibit E
Additional Provisions

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

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

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

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

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

A. **Breach:**

"Breach" means:

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

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

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

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

Exhibit G
Information Privacy and Security Requirements
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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
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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions:** The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards:** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security:** The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer:** At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training:** The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A.** The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B.** The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C.** Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline:** Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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Information Privacy and Security Requirements
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XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

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

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

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

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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.

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Information Privacy and Security Requirements
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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, 5 th 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 Enforcement:** CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

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

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

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

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

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

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

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

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

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

Exhibit G
Information Privacy and Security Requirements
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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.

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

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

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

2. System Security Controls

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

Exhibit G
Information Privacy and Security Requirements
(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 WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: July 1, 2025
SUBJECT: Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Road Maintenance Worker in the Graeagle District; due to transfer; (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 in the Graeagle District

Background and Discussion:

A vacancy has opened up for a PW Road Maintenance Worker due to transfer.

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.

Action:

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

Fiscal Impact:

No General Fund impact. Road funds.

Attachments:

1. CRITICAL STAFFING QUEST Maint Wkr 7-1-25
2. Department Org Chart
3. Public-Works-Maintenance-Worker-I
4. Public-Works-Maintenance-Worker-II

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

Public Works Maintenance Worker Position Graeagle

- 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?

This position will become vacant effective June 16, 2025.

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

The department’s wage and benefits portion of the 25/26 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**

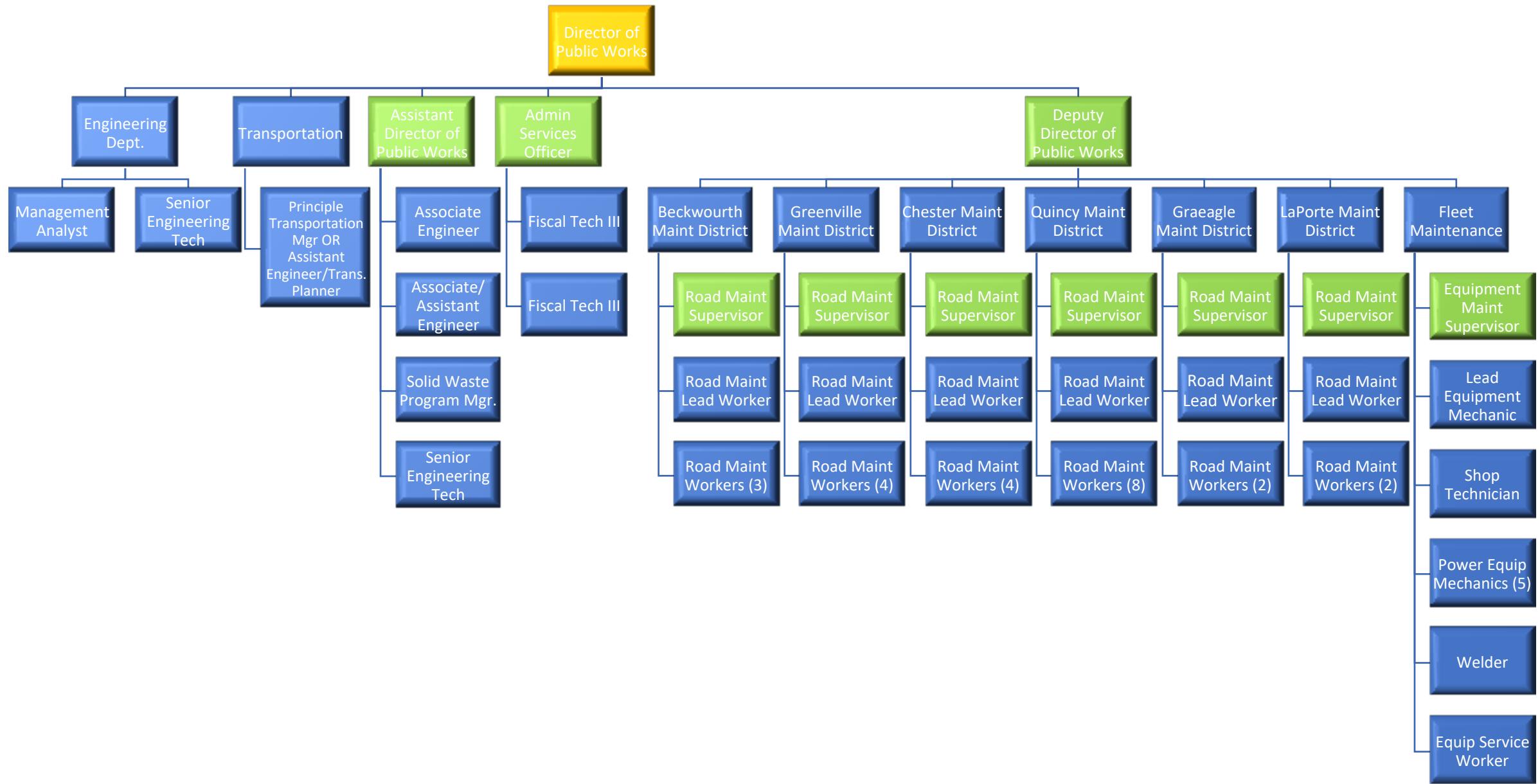
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

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

22/23 \$0

23/24 \$0

24/25 \$0



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.

PUBLIC WORKS MAINTENANCE WORKER II - 2

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
PROBATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: July 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Probation and DeMartile Automotive Inc. for auto repair services; effective July 1, 2025; not to exceed \$12,000.00; General Fund impact up to \$2,000.00 as submitted in the (FY25/26) requested budget (2040052-520902), approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Probation and DeMartile Automotive Inc, a California Corporation; effective July 1, 2025; not to exceed \$12,000.00; General Fund impact up to \$2,000.00 FY25-26 requested budget (2040052-520902), approved as to form by County Counsel.

Background and Discussion:

Plumas County Probation is seeking to continue its longstanding service agreement with DeMartile Automotive as the primary mechanic for maintenance of Probation fleet and administrative vehicles. The current rate shall not exceed \$12,000.00 during the term of July 1, 2025 through June 30, 2026.

Action:

It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign the service agreement between Plumas County Probation and DeMartile Automotive Inc.

Fiscal Impact:

Potential General Fund Impact of up to \$2,000.00 as requested in FY25/26 budget. Grant funding will be the primary source of funding for vehicle maintenance and repair, dependent on the grant the vehicle was originally purchased from.

Attachments:

1. 5826 vendor signed

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 Probation Department (hereinafter referred to as "County"), and DeMartile Automotive Inc, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twelve Thousand and 00/000 Dollars (\$12,000.00).
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

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

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

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CONTRACTOR INITIALS EW

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

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

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

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

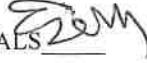
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Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

 COUNTY INITIALS

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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 Probation
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer
Telephone: (530)283-6200

Contractor:

DeMartile Automotive, Inc.
200 E. Main St.
Quincy, CA 95971
Attention: Evans DeMartile, CEO
Telephone: (530) 283-2211

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.

 COUNTY INITIALS

CONTRACTOR INITIALS 

- 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.

28. 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.

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CONTRACTOR INITIALS EJM

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

CONTRACTOR:

DeMartile Automotive Inc, a California Corporation

By: 
Name: Evans DeMartile
Title: CEO
Date signed:

By: 
Name: Kathy L. DeMartile
Title: CFO
Date signed:

COUNTY:

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

By: 
Name: Keevin Allred
Title: Chief Probation Officer
Date signed:

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

Attest:

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

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

 COUNTY INITIALS

 CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

DeMartile Automotive, Inc. will provide General Mechanic services for all cars and trucks. Such services include, but are not limited to, tune-ups, oil changes, automotive electrical services, repair of failed automotive components, tire repair, rotations, and changes. Also, new tires, alignments, scan check engine light to troubleshoot related problem(s). Complete engine, transmission and drive train repair or replacement.

 COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS 

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$140.00 per hour.
2. All part store parts shall be provided at list price minus ten percent (10%).
3. All dealership parts shall be provided at list price minus five percent (5%).
4. County shall pay actual shipping charges for parts.
5. Parts discounts do not apply to parts used in oil changes,
6. LOF changes with inspection shall be charged at \$56.00-\$90.00 (all inclusive) for up to 7 quarts of oil. If less oil is used, an appropriate discount will be applied by Contractor.
7. 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.
8. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

 COUNTY INITIALS

CONTRACTOR INITIALS 



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: July 1, 2025

SUBJECT: Approve and authorize the Chair to sign the East Quincy Transfer Station Property Damage Release Document totaling \$55,297.57 (No General Fund Impact); approved as to form by County Counsel..

Recommendation:

Plumas County Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board to execute the attached property damage release totaling \$55,297.57.

Background and Discussion:

On July 16, 2024, Public Works staff were notified by Waste Management staff of damage sustained to support columns at the East Quincy Transfer Station. Repair drawings and a formal request for bids were prepared by Public Works staff and a contractor was authorized to carry out repairs totaling \$48,000. Public Works additionally spent \$8,868.23 on permitting fees and labor during the administration of these repairs, giving a total of \$56,868.23 for the overall project. The repair work was completed in March of 2025.

Estimates were submitted to the insurance company and Gallagher and Basset countered with \$53,497.57, however; Trindel was able to negotiate this figure up to \$55,297.57. The reason for not paying the full total is due to previous damage to the columns. The property damage release was approved as to form by County Counsel.

Action:

Approve and authorize the Chair to sign the East Quincy Transfer Station Property Damage Release Document totaling \$55,297.57 (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund impact. Solid Waste.

Attachments:

1. 6026 FINAL

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for sole consideration of fifty five thousand two hundred ninety seven dollars and fifty seven cents (\$55,297.57) to be paid to (The County of Plumas) do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge (USA Waste of California, Inc. and Waste Management Employees. and Chubb Insurance Company, formally known as ACE American Insurance Company and Gallagher Bassett Services, Inc.), and his, her, their or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from an accident from the occurrence on or about the 1st day of July, year 2024, at or near Quincy, CA.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that terms of this Release are contractual and not a mere recital.

FRAUD WARNING: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, year _____.

CAUTION: READ BEFORE SIGNING BELOW

The County of Plumas

STATE OF _____) SS.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person(s) named herein and who executed the foregoing Release and _____ acknowledged to me that _____ voluntarily executed the same.

My term expires _____, 20 _____.
(Handwritten signature)

Notary Public

Approved as to form:



**PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Cindie Froggatt, Plumas County Assessor
MEETING DATE: July 1, 2025
SUBJECT: Approve and Authorize Fixed Asset transfer of a 2001 Jeep Cherokee from Assessor (20060) to Public Works/Engineering (20521).

Recommendation:

Approve and authorize Fixed Asset transfer of a 2001 Jeep Cherokee from Assessor (20060) to Public Works/Engineering (20521).

Background and Discussion:

Approve and authorize Fixed Asset transfer of a 2001 Jeep Cherokee from Assessor (20060) to Public Works/Engineering (20521).

Action:

Approve and authorize Fixed Asset transfer of a 2001 Jeep Cherokee from Assessor (20060) to Public Works/Engineering (20521).

Fiscal Impact:

No General Fund Impact

Attachments:

1. Board-Agenda-Request-Form-Jeep
2. 2001 Jeep Fixed Asset Change Form

BOARD AGENDA REQUEST FORM

Department: _____

Authorized Signature: _____

Board Meeting Date: _____

Request for _____ minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: Yes No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A.

B.

C.

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:

Three copies? (Y /N)

Signed? (Y /N)

Budget Transfers Sheets:

Signed? (Y/ N)

Other: _____

Publication:

Clerk to publish on _____ Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code §_____.) Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: _____ No: _____ Not Applicable: _____

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
CHANGE FORM

Reason for Change (Check one)		<input checked="" type="checkbox"/> Transfer	<input type="checkbox"/> Sold	<input type="checkbox"/> Discarded
		<input type="checkbox"/> Donated	<input type="checkbox"/> Other _____	
Current Department Number	<u>20060</u>		New Department Number	
Current Department Name	<u>Assessor</u>		New Department Name	<u>Public Works/Engineering</u>
Date Acquired	<u>6/2001</u>		Date of Change	
Current Location of Asset	<u>1 Crescent St</u>		New Location of Asset	<u>555 Main Street Quincy</u>
Total Asset Cost	<u>n/a</u>		Sold Amount	<u>-0-</u>
Description of Asset	<u>2001 Jeep Cherokee</u>			
Serial Number	<u>1J4FF58S41L511023</u>			
Date Presented to the Board of Supervisors		<u>Include copy of the BOS minutes</u>		
Current Department Head Name (printed)		<u>Cindie Froggatt</u>		
Current Department Head (signature)				
New Department Head Name (printed)		<u>Rob Thorman</u>		
New Department Head (signature)				

Auditor Office Only		
Asset Number		
Asset Cost	Accumulated Depreciation	



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Gregory Ellingson, Director of Information Technology

MEETING DATE: July 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC for website hosting, website accessibility tools, and social media archiving; effective July 1, 2025 for a one-year term; not to exceed \$34,590.79; (General Fund Impact) as approved in FY25-26 Preliminary Budget (2022052/520411); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC for website hosting, website accessibility tools, and social media archiving; effective July 1, 2025 for a one-year term; not to exceed \$34,590.79; (General Fund Impact) as approved in FY25-26 Preliminary Budget budget (2022052/520411); approved as to form by County Counsel.

Background and Discussion:

CivicPlus has hosted the County of Plumas website since 2010, this is the yearly renewal. We were able to condense other CivicPlus tools we're currently using into one contract. The contract includes CivicEngage (website), ArchiveSocial (social media public records requests), and Aquia (website accessibility tools).

Action:

Approve the agenda item.

Fiscal Impact:

Approved in FY25- 26 Preliminary Budget.

Attachments:

1. 5781 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 **Plumas County Information Technology** (hereinafter referred to as “County”), and CivicPlus, LLC a Kansas Limited Liability Company (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 and incorporated herein.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under the initial term of this Agreement shall not exceed Thirty Four Thousand Five Hundred Ninety Dollars and Seventy-Nine Cents. (\$34,590.79).
3. **Term.** The term of this agreement shall be from July 1, 2025, through June 30, 2026, and may be renewed as set forth in Exhibit A unless terminated earlier as provided herein. County’s Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving sixty (60) 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. Notwithstanding the foregoing, the County shall remain responsible for payment of any outstanding invoices for services rendered by Contractor prior to its receipt of notice for such non-appropriation.

_____COUNTY INITIALS _____CONTRACTOR INITIALS_____

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.
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.** Reserved County shall not be liable for, and Contractor shall defend and indemnify County against any and all third party 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 reasonable 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 directly from the sole negligence or willful misconduct of Contractor or its officers, or employees. 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 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 be limited by the applicable insurance limits available to Contractor .
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:

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

- 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.

_____COUNTY INITIALS

CONTRACTOR INITIALS_____

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. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County except upon a sale of merger of its assets.
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.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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:

Information Technology
County of Plumas
520 Main Street, Room 211
Quincy, CA 95971
Attention: Greg Ellingson

Contractor:

CivicPlus Legal Department
302 S 4th St Suite 500
Manhattan KS 66502

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. Notwithstanding the foregoing, Contractor shall not be liable or responsible for any delays caused by the actions or inactions of the County.
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>)

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____

[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.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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.

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

CONTRACTOR:

CivicPlus, LLC, a Kansas Limited Liability Company

By: _____
Name: Amy Vikander
Title: Sr. VP Client Success
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:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

CONTRACTOR INITIALS

EXHIBIT A



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: Plumas County, CA

Bill To: Plumas County, CA

CA – Plumas County – Multiproduct - Statement of Work

QTY	Product Description	Amount
Websites		
2	Additional Storage 25 GB – Municipal Websites Renewal	990.25
1	SSL Certificate Annual Fee	249.26
1	Annual Fee Renewal (Hosting & Support)	10,312.28
1	48 Month Redesign Ultimate Annual – Municipal Websites Central Renewal	-
1	Premium Department Header Annual Fee – Municipal Websites Renewal	1,034.15
1	Website Virtual Webmaster Annual Fee Renewal	7,478.26
1	Website: Platform IdP Integration Annual Fee Renewal	2,066.09
		Total 22,130.29
SMA		
1	Social Media Archiving – Standard Renewal	7,547.40
		Total 7,547.40
Accessibility		
1	Web & Accessibility Compliance 5k Renewal	4,913.10
1	PageAssist Renewal	-
1	PageCorrect Renewal	-
		Total 4,913.10
Annual Recurring Services		USD 34,590.79

V. PD 06.01.2015-0048

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

1. This renewal Statement of Work ("SOW") is between Plumas County, CA ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from July 1, 2025 through June 30, 2026 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow

V. PD 06.01.2015-0048

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

Title:

Date:

CivicPlus

By:

Name:

Title:

Date:

V. PD 06.01.2015-0048

_____ COUNTY INITIALS

10

CONTRACTOR INITIALS_____

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		
Sales Tax Exempt #		
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax

V. PD 06.01.2015-0048

_____ COUNTY INITIALS _____ CONTRACTOR INITIALS _____



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Gregory Ellingson, Director of Information Technology

MEETING DATE: July 1, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and DGI, Inc. for a Palo Alto firewall, spare firewall, 5-year license, and support; effective July 1, 2025, for a 5-year term; not to exceed \$43,826.53; (No General Fund Impact) (paid in part by grants in the Sheriff's Office and ARPA funds); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information and DGI, Inc. for a Palo Alto firewall, spare firewall, 5-year license, and support; effective July 1, 2025, for a 5-year term; not to exceed \$43,826.53; (No General Fund Impact) (paid in part by grants in the Sheriff's Office and ARPA funds); approved as to form by County Counsel.

Background and Discussion:

A new firewall is necessary at the Sheriff's Office to block unauthorized access, monitor network traffic, prevent malware and attacks, enforce security policies, and protect sensitive data.

Action:

Approve the agenda item.

Fiscal Impact:

Paid in part by grants in the Sheriff's Office and ARPA funds.

Attachments:

1. 5721 FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 06/03/2025

Vendor: Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Tel: (530) 229-0071

County: County of Plumas Department of Information Technology
520 Main Street, Suite 211
Quincy, CA 95971

Tel: (530) 283-6336

Description: Purchase of Palo Alto firewall, spare firewall, 5-year license, and support as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Forty Three Thousand Eight Hundred Twenty Six and Fifty Three Cents Dollars (\$ 43,826.53)

Term: Agreement shall commence on 07/01/2025 and shall terminate on 06/30/2030
unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

By: 
Name: DANIEL LOCKWOOD

Title: PRESIDENT

Date Signed: 5-16-2025

COUNTY:

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

By: _____

Name: Kevin Goss

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Allen Hiskey

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office
Page 125 of 279

Company:

COUNTY OF PLUMAS

Description:

Sheriff Firewalls - Core Security Licensing

Bundle - 5 Year with Onsite Spare



Proposal #34492

Bill To: COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115	Ship To: COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115	Sold To: COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115
Created: 4/23/2025 Expires: 5/23/2025 Version: 1	Account Manager: joravez Systems Engineer: estoxen	Terms & Conditions: This proposal is offered according to the terms and conditions of one or more CMAS schedules

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
1	1	PAN-PA-1410 Palo Alto Networks PA-1410 (includes RM kit - PAN-1RU-RACK-KIT-4POST), 10/100/1000 (8), 1G/2.5G/5G (4)/PoE, 1G SFP (6), 1G/10G SFP/SFP+ (4); 10/100/1000 out-of-band management port (1); HSCI 10 gigabit high availability (1); RJ-45 console port (1); USB port (1); Micro USB console port (1)	4,697.65	4,697.65	T
2	1	PAN-SVC-PREM-1410-5YR PA-1410, Premium support, 5 years (60 months) term.	9,439.20	9,439.20	T
3	1	PAN-PA-1410-BND-CORESEC-5YR PA-1410, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 5 years (60 months) term	25,483.50	25,483.50	T
4	1	PAN-PA-1410-OSS On-Site Spare Palo Alto Networks PA-1410 (includes RM kit - PAN-1RU-RACK-KIT-4POST)	1,786.00	1,786.00	T

Need more time to get important stuff done? Ask us about



Subtotal	\$41,406.35
Handling	\$0.00
Estimated Sales Tax (7.25%)	\$3,001.96
Professional Services	\$0.00
Shipping	\$0.00
Total	\$44,408.31

Company:

COUNTY OF PLUMAS

Description:

Sheriff Firewalls - Core Security Licensing

Bundle - 5 Year with Onsite Spare



Proposal #34492

Proposal Notes

CMAS Contract No.: 3-22-09-1021

CMAS Contract Term: through 06/26/2027

Base GSA Schedule No.: **GS-35F-0511T**

California Multiple Award Schedule (CMAS) Contract Number(s)

Company:
COUNTY OF PLUMAS

Description:
**Sheriff Firewalls - Core Security Licensing
Bundle - 5 Year with Onsite Spare**



Proposal #34492

About Sales Tax

Items sold by Development Group, Inc. ("DGI") and shipped to destinations in California are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Consistent with the terms and conditions of the California Multiple Award Schedules (CMAS) General Provisions for Information Technology, you are required to provide written notice of rejection of products delivered or services performed within a reasonable time after receipt of such products or the performance of such services. Such notice of rejection is required to state the respect in which the products do not substantially conform to your specifications. If you do not provide such notice of rejection within FIFTEEN (15) days of delivery for purchases of Commercial Hardware or Commercial Software or THIRTY (30) days of delivery for all other purchases, such products and services will be deemed to have been accepted. Your acceptance will be final and irreversible, except as it relates to latent defects, fraud, or gross mistakes amounting to fraud.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)
Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)
Routing Transit Number (RTN): 071000039
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC



MASTER AGREEMENT FOR PURCHASE OF SERVICES AND/OR PRODUCTS

THIS MASTER AGREEMENT FOR PURCHASE OF SERVICES AND/OR PRODUCTS (this "*Agreement*"), as of the date of last signature (the "*Effective Date*"), is entered into by _____, a _____ ("*Customer*"), and DEVELOPMENT GROUP, INC., a California corporation ("*DGI*"). Customer and DGI may sometimes hereinafter be collectively referred to as the "*Parties*" or, individually, as a "*Party*."

RECITALS

- A. DGI is in the business of designing, installing and integrating data and communications systems, and selling and implementing certain products and technology.
- B. This Agreement states the general terms and conditions by which DGI, from time to time from and after the Effective Date, will deliver to Customer, and Customer will receive and purchase from DGI, certain Services (as hereinafter defined) and/or Products (as hereinafter defined).
- C. The Parties intend this Agreement to cover and apply to any and all Services and Products from time to time provided and/or sold to Customer by DGI.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Recitals; Definitions; Affiliates.

- 1.1. **Incorporation of Recitals.** The Recitals hereto are material to this Agreement, are true, correct and complete, and are incorporated herein by this reference as if fully set forth.
- 1.2. **Definitions.** For all purposes of this Agreement and in addition to other capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the respective meanings set forth hereinafter:
 - 1.2.1. "**Affiliate**" shall mean, with respect to a Party, any entity that directly or indirectly, controls, is controlled by, or is under common control with such Party, where "control" (and variants thereof) shall mean the ability (whether directly or indirectly) to direct the affairs of another by means of ownership, contract or otherwise.
 - 1.2.2. "**Applicable Law**" shall mean any international, federal, state and/or local statute, regulation and/or ordinance applicable to this Agreement and/or the performance thereof.
 - 1.2.3. "**Associated Contract**" shall mean any Proposal, Statement of Work, Customer Service Order or Block Time Account accepted according to the provisions of **Section 2.2**.
 - 1.2.4. "**Customer Technology**" shall mean Customer's proprietary technology, including, without limitation, Customer's Network design, content, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights (whether owned by Customer or licensed to Customer by a third party) and also including, without limitation, any derivatives, improvements, enhancements and/or extensions of



Customer Technology conceived, reduced to practice and/or developed by Customer and/or any of Customer's licensors during the term of this Agreement.

- 1.2.5. ***Data*** shall mean all data and other information uploaded by Customer to a Product.
- 1.2.6. ***DGI Technology*** shall mean DGI's proprietary technology, including, without limitation, DGI's Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights (whether owned by DGI or licensed to DGI by a third party) and also including, without limitation, any derivatives, improvements, enhancements and/or extensions of DGI Technology conceived, reduced to practice and/or developed by DGI and/or any of DGI's licensors during the term of this Agreement.
- 1.2.7. ***Products*** shall mean the equipment, materials and/or other items sold and delivered to Customer by DGI under this Agreement or a Proposal.
- 1.2.8. ***Proposal*** shall mean any written document submitted to Customer by DGI offering to perform Services for or provide Products to Customer, which (i) refers to this Agreement, (ii) is subject to acceptance by Customer pursuant to **Section 2.2**, and (iii) specifies the fees, Services and Products for a particular project or phase thereof. A Proposal may, but need not be, in response to a formal "request for proposal" from Customer.
- 1.2.9. ***Service Commencement Date*** shall mean the date DGI will begin providing the Services to Customer as set forth in a Proposal.
- 1.2.10. ***Services*** shall mean the work, implementation, integration, consulting, training and/or other services described in a Proposal and provided to Customer by DGI employees and/or subcontractors.

1.3. **Orders by Affiliates; Joint and Several Liabilities.** The Parties acknowledge that this Agreement enables Customer, on behalf of itself or one or more of its Affiliates, and/or any of its Affiliates on such Affiliate's own behalf, to request Proposals and to execute and deliver directly any Associated Contract, subject to the terms of this Agreement. Customer shall designate to DGI in writing any and all Affiliates which are entitled to request Proposals and to execute and deliver Associated Contracts hereunder. Each Associated Contract executed and delivered by an Affiliate of Customer hereunder shall constitute an independent contract between such Affiliate and DGI; provided that Affiliate and Customer shall be jointly and severally liable for payment of fees, charges and other sums and performance under this Agreement and the applicable Associated Contract. Customer acknowledges that execution and delivery of an Associated Contract hereunder shall represent such Affiliate's independent acceptance of, and agreement to be bound by, the terms and conditions of this Agreement. Whenever any Affiliate executes and delivers an Associated Contract hereunder, all references to the term "Customer" as used herein and/or in such Associated Contract shall mean Customer and such Affiliate, jointly and severally.

2. Services and Products.

- 2.1. **Identification of Services and/or Products.** The Products to be furnished from time to time by DGI to Customer (or its Affiliate) and the Services to be provided from time to time by DGI to Customer (or its Affiliate) shall be set forth and described in one or more Proposals which, when accepted pursuant to **Section 2.2**, shall become Associated Contracts which shall be attached hereto from time to time and incorporated herein by this reference. Each Associated Contract shall become binding and enforceable as a separate contract between Customer and DGI, and shall incorporate therein and be subject to the terms, provisions and conditions of this Agreement. Customer acknowledges and recognizes that DGI is not the manufacturer of any Products purchased by Customer from DGI. In purchasing any Products, Customer shall rely exclusively on the representations and warranties made by the manufacturer or supplier and on



the specifications and other information furnished by the manufacturer or supplier only and not on any representation, warranty, statement, specification or other information furnished by DGI.

- 2.2. **Creation of Associated Contract.** The Parties acknowledge that, before a Proposal becomes an Associated Contract binding upon either Party, it must be validly accepted by Customer and must include a Customer Stocking Letter when professional services are performed at a DGI facility. Customer may create an Associated Contract only by accepting a Proposal by (i) signing and delivering to DGI a counterpart of the Proposal, subject to the terms and conditions of a separate "Designation of Authorized Purchasing Agent" agreement, (ii) signing and delivering to DGI any other written document that states that Customer or its Affiliate accepts the Proposal, and/or (iii) by transmitting its acceptance by electronic transmission, including, without limitation, email from an authorized representative of Customer. In order to be effective, each form of acceptance referenced in the immediately preceding sentence must be given and made without any accompanying conditions, qualifications, interlineations, addenda, supplements, amendments and/or other changes to the pertinent Proposal and/or this Agreement. Any form of acceptance that is given and made with conditions, qualifications, interlineations, addenda, amendments and/or other changes to the Proposal shall be deemed a counteroffer and shall not be binding or enforceable as an Associated Contract unless consented to in writing by DGI. Customer acknowledges that an Associated Contract shall not be created by delivering a pre-printed form of purchase order to DGI if such purchase order contains standard, pre-printed or other additional terms, provisions and/or conditions that conflict with the Proposal and/or this Agreement. Any such additional terms, provisions and/or conditions shall be null and void as between the Parties.
- 2.3. **Effect of Acceptance.** Customer's acceptance of a Proposal pursuant to **Section 2.2** shall constitute Customer's acceptance and confirmation of the binding nature of this Agreement and the terms, provisions and conditions of the resulting Associated Contract.
- 2.4. **Conflicts.** If the terms, provisions and conditions of any Associated Contract expressly conflicts with any term, provision or condition of this Agreement, the terms, provisions and conditions contained in the Associated Contract shall prevail and be controlling.

3. Performance by DGI.

- 3.1. **Reasonable Commercial Efforts.** Subject to Customer's compliance with the terms, provisions and conditions of this Agreement and Customer's performance of its obligations under the Associated Contract, DGI shall use reasonable commercial efforts to provide the Services to Customer and/or deliver the Products to Customer, according to the terms, provisions and conditions of this Agreement and the Associated Contract.
- 3.2. **Changes to Scope.** Changes to the scope, cost and/or schedule of the Services and/or Products contained in an Associated Contract, including, without limitation, changes made to the previously-approved design or layout of the project, changes which in DGI's sole discretion make the project a "rush" project, extensive alterations, a change in the objectives of Customer and new work or Products requested by Customer (collectively, "**Changes**"), are not effective or binding unless agreed upon by DGI and Customer in a written instrument specifying the scope, schedule and price of such Changes, which instrument shall be deemed to amend the Associated Contract. DGI shall not be bound to any Changes requested by Customer prior to the mutual execution of such written instrument. DGI may stop all work relating to the Services, at the expense of Customer, until the scope, schedule and price of such Changes are agreed upon in writing by both parties. Customer acknowledges that DGI cannot change its allocation of personnel with less than thirty (30) days written notice.

4. Term, Termination, Suspension and Extension.



- 4.1. **Term.** The term of this Agreement shall be effective as of the Effective Date and shall continue in effect until terminated as provided herein. Each Associated Contract shall be effective as of the date Customer accepts or is deemed to have accepted the pertinent Proposal and shall continue in effect until the earlier of (i) the date that all Services and/or Products to be provided by DGI under the Associated Contract have been provided, or (ii) the date either the Associated Contract or this Agreement is terminated as provided herein.
- 4.2. **Immediate Termination by Reason of Certain Events.** Either Party may, by delivering written notice to the other Party (a "**Termination Notice**"), immediately terminate this Agreement and all outstanding Associated Contracts for cause if the other Party (i) is adjudicated insolvent, (ii) terminates or ceases its business operations, (iii) makes an assignment for the benefit of its creditors, or (iv) is adjudicated bankrupt or becomes the subject of dissolution, liquidation and/or bankruptcy proceedings, whether voluntarily or involuntarily. DGI may immediately terminate this Agreement by delivering a Termination Notice to Customer if there is a merger, purchase, transfer or other acquisition of substantially all of Customer's assets or a controlling interest in Customer.
- 4.3. **Termination for Breach.** Either Party may, by delivering a Termination Notice to the other Party, terminate this Agreement and/or an Associated Contract for cause if such other Party is in breach of its obligations under this Agreement and/or an Associated Contract and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach from the non-breaching Party or, if such breach cannot reasonably be cured within such thirty (30) day period, the breaching Party fails to commence and diligently pursue remedial steps to cure the breach within such thirty (30) day period.
- 4.4. **Termination for Convenience.** Customer may cancel the performance of Services by DGI at any time upon thirty (30) days' prior written notice to DGI. In the event of cancellation, Customer shall pay, within ten (10) days of DGI's demand therefor, DGI's reasonable and proper cancellation charges which shall include (i) the cost of all Products ordered for it by DGI less credits provided by the Product vendor for any return, (ii) a percentage of the price payable for Services to be performed reflecting the percentage of work performed, and (iii) costs resulting from termination and the costs and expenses, including the costs and expenses of DGI's personnel, in responding to and processing the cancellation. Any cancellation by Customer shall relieve DGI of any liability or responsibility for Products delivered or Services performed prior to the cancellation.
- 4.5. **Extension or Suspension.** In addition to the cancellation right set forth in **Section 4.4**, Customer shall have the right to extend schedules or suspend the Services at any time, upon written notice to DGI. Any delay in the performance by DGI of its obligations to Customer caused by Customer or its other contractors or suppliers shall be treated as an extension. DGI shall resume the delivery of any suspended Services when directed to do so by Customer. The delivery schedule and time for performance shall be extended for a period reflecting the delay caused by an extension or suspension. DGI shall also be entitled to an adjustment of all prices to cover reasonable stand-by fees and additional costs incurred by DGI by reason of an extension or suspension.

5. **Fees, Expenses and Payment.**

- 5.1. **Fees and Expenses.** Customer shall pay to DGI the fees for Services and/or the purchase price for Products as specified in each Associated Contract. Customer shall reimburse DGI for all reasonable travel and out-of-pocket expenses incurred in connection with DGI's performance of the Services and/or delivery of the Products. Unless the applicable Associated Contract states otherwise, DGI may incur on behalf of Customer (and Customer shall be liable for) expenses and charges imposed by third party vendors in performance of the Services or obtaining the Products, and such expenses and charges are not or may not be included in any fees quoted to Customer. Customer shall pay such expenses and charges in addition to the fees



specified in the Associated Contract and the expenses of DGI referenced in the first sentence of this section. Customer's failure to pay all such fees, expenses and/or charges that are not the subject of a good-faith dispute regarding which Customer has notified DGI in writing, shall constitute a material breach of this Agreement and the applicable Associated Contract. If Customer is a signatory to this Agreement but its Affiliate is signatory to an Associated Contract, both Customer and the Affiliate shall be jointly and severally liable to DGI for payment and performance under this Agreement and the Associated Contract.

5.2. **Time of Payment.** Customer shall make payments to DGI as required under this Agreement and each Associated Contract. Unless otherwise specified in an Associated Contract, Customer shall pay the full amount of each invoice submitted by DGI within (30) days after its receipt, without setoff, counterclaim, deduction, recourse or other defense.

5.3. **Overdue Payments.**

5.3.1. **Late Payment Charge.** Customer hereby acknowledges that late payment of invoiced amounts and other sums due to DGI hereunder and/or under an Associated Contract will cause DGI to incur costs not contemplated by this Agreement and/or the Associated Contract, the exact amount of which are and will be extremely difficult to ascertain. Such costs include, but are not limited to, processing, and financing charges. Accordingly, unless otherwise stated in the applicable Associated Contract, if any invoiced amount or any other sum due from Customer is not received by DGI by the date due, Customer shall pay to DGI a late charge equal to five percent (5.0%) of such overdue amount. The Parties acknowledge that such late charge represents a fair and reasonable estimate of the costs DGI will incur by reason of late payment by Customer.

5.3.2. **Interest.** In addition to any late charge assessed pursuant to **Subsection 5.3.1** and unless otherwise stated in the applicable Associated Contract, any invoiced amount or other sum due to DGI, if not paid when due, shall bear interest from the date due until paid in full at the rate of 1.5% per month, or, if less, at the highest rate permissible under Applicable Law, provided that interest shall not be payable on late charges incurred by Customer.

5.3.3. **No Default Cure.** Payment of interest and/or late charges without payment in full of the delinquent invoiced amount shall not excuse or cure any default by Customer hereunder and/or under any Associated Contract.

5.4. **Frequency of Invoices.** Unless otherwise stated in the applicable Associated Contract, DGI may bill Customer from time to time as often as DGI deems necessary, in its discretion. If the applicable Associated Contract specifies a flat fee for Services and/or Products, and unless otherwise stated in such Associated Contract, such fee shall be considered earned by DGI and payable by Customer upon the earlier of (i) delivery of the Products, or (ii) substantial performance of the Services.

5.5. **Fee Estimates.** If DGI provides any estimate of fees for work to be done at an hourly rate or rates, such estimate shall not constitute a final statement of such fees and shall not be binding upon DGI. DGI does not make, and hereby expressly disclaims, any representation and/or warranty that any such estimate will correctly approximate the actual fees of DGI for such work.

5.6. **Deposits.** If a deposit is required under any Associated Contract, Customer shall, unless otherwise stated in such Associated Contract, within two (2) business days after the effective date of the Associated Contract, deliver such deposit to DGI. DGI may commingle any such deposit in the same account or accounts with deposits from other customers and other funds of DGI. Any interest that may accrue on any such deposit shall be the sole property of DGI, without credit to Customer against any fees or expenses owed. All deposits shall be non-refundable unless otherwise indicated in the Associated Contract.



- 5.7. **Taxes.** Unless otherwise expressly stated in an Associated Contract, DGI's fees shall not include any direct or indirect local, state, federal or foreign taxes, levies, duties and/or similar governmental assessments of any nature, including, without limitation, value-added, use and withholding taxes (collectively, "**Taxes**"). Customer shall be solely liable and responsible for paying all Taxes associated with its purchases of Services and/or Products hereunder, excluding any taxes based upon DGI's income or ownership of property. If DGI has the legal obligation to pay or collect Taxes for which Customer is liable under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer timely provides DGI with a valid tax exemption certificate authorized by the pertinent taxing authority.
6. **Delivery, Title and Risk of Loss.** DGI shall deliver all Products to Customer FOB destination. All transportation, freight, handling and other shipping costs and charges are the responsibility of Customer. Title and risk of loss, including title and risk of loss to the Products, including materials and equipment to be installed by DGI or used and consumed by DGI in the performance of its installation obligations, if any, shall pass to Customer upon delivery to the Customer FOB destination.
7. **Certain Obligations of Customer.**
 - 7.1. **Information.** Customer shall furnish to DGI all information regarding its facilities, operations, communication processes and systems, utilities, service providers and other aspects or matters reasonably required by DGI to furnish the Products or perform the Services. Such information as Customer shall furnish to DGI shall be deemed to be non-proprietary and non-confidential unless otherwise agreed in writing by Customer and DGI at the time the information is furnished. Customer acknowledges that any Services to be provided by DGI are dependent on the accuracy and completeness of the information provided by Customer (or made available by others to DGI at the request or direction of Customer) to DGI and the knowledge and cooperation of the employees, contractors and other representatives appointed or designated by Customer to work with DGI.
 - 7.2. **Access.** With respect to any Services to be performed by DGI at Customer's site, Customer shall make those portions of such site on or with respect to which DGI shall perform Services and its access thereto continuously available to DGI in an unobstructed and uninterrupted manner. DGI shall attempt to perform the services to be performed by it within Customer's normal working hours; however, Customer recognizes that the schedule for performance, the nature of work or the optimum time for performing the Services may occur during other than normal working hours and in such event Customer shall provide DGI access to the site during such non-normal working hours as DGI shall request. Customer shall also provide DGI access to such of Customer's suppliers, contractors and employees and its resources at the site of the work that DGI determines are incidental, useful or necessary for DGI to provide the Services.
 - 7.3. **Cooperation.** Customer shall cooperate fully with DGI with respect to the delivery of Products and in the performance of Services by DGI. Such cooperation shall include, but not be limited to, (i) timely responses to inquiries made by DGI, (ii) timely responses to requests by DGI for approvals and authorizations, (iii) providing DGI with local and remote computer access to Customer's computer and other systems and access to information and materials in Customer's possession or subject to its control that may be incidental, useful to or required by DGI in the performance of Services or with respect to the furnishing of Products, and (iv) providing DGI such consents, approvals, rights, permits and licenses required by DGI to access, use and modify data and third party products and programs. At such time as DGI begins work on any computer or other system of Customer, Customer shall provide DGI with all applicable passwords and other information required for DGI to access such system and perform Services thereon or with respect thereto. DGI shall follow all reasonable security rules and procedures of Customer which are communicated in writing by Customer to DGI from time to time.
- 7.4. **Government Authorizations.** Customer shall, at its cost and expense, obtain all federal, state and local



governmental permits, licenses, approvals and other authorizations required with respect to or for the performance of any of the Services at its facilities.

7.5. **Export Control Laws.** Products delivered by DGI and the products and systems of the Customer on or with respect to which DGI performs Services are intended for use within the United States. If Customer exports or intends to export any of such Products or systems, or any part thereof, Customer shall be responsible and liable for, at Customer's cost and expense, compliance with all export control laws of the United States. Customer further recognizes that software programs embedded in Products and systems worked on by DGI may be encrypted or contain encryption capabilities which are subject to such laws and the foregoing obligations of Customer.

8. **Proprietary Rights.**

8.1. **Restrictions.** Customer shall not, and shall not permit any third party to, (i) modify, copy and/or create derivative works based on any Products and/or Services supplied by DGI hereunder or under any Associated Contract, (ii) frame or mirror any content forming part of any Products, other than on Customer's own Network or otherwise for its own internal business purposes, (iii) reverse engineer, decompile, dissemble and/or otherwise attempt to discover the source code of any Products, and/or (iv) access any Products in order to build a competitive product or service, or copy any ideas, features, functions and/or graphics of the Products.

8.2. **DGI Intellectual Property.** As between DGI and Customer, and subject to the limited rights expressly granted hereunder and/or under any Associated Contract, DGI reserves any and all rights, titles and interests it may have in and to the Products, the Services and DGI Technology, including, without limitation, all related patent, copyright, trademark and other intellectual property rights, whether owned by or licensed to DGI. No rights are granted to Customer hereunder and/or under any Associated Contract other than as expressly set forth herein and/or in the applicable Associated Contract. To the extent legally permissible, DGI shall own all rights, titles and interests, including, without limitation, all intellectual property rights, in and to any improvements to the Products (including, without limitation, those relating to any new programs, upgrades, modifications, refinements and/or enhancements (collectively, "**Improvements**"), developed by or for DGI in connection with providing any Products or Services to Customer, even when such Improvements result from Customer's request. To the extent, if any, that ownership of such Improvements does not automatically vest in DGI by reason of this Agreement or otherwise, Customer hereby assigns and transfers to DGI any and all rights, titles and interests that Customer may have in or to the Improvements.

8.3. **Customer's Intellectual Property.** As between Customer and DGI, Customer exclusively owns all rights, titles and interests in and to all Data and Customer Technology. All content created by, or by DGI for, Customer during performance of any Services, including, without limitation, templates, links, linkages, images, graphs and photos (collectively, "**Work Product**"), and all Customer Technology, shall be the sole and exclusive property of Customer. DGI shall not use the same Work Product created for Customer under this Agreement and an Associated Contract and/or any Customer Technology for another DGI customer; provided, however, that nothing in the preceding clause shall be interpreted to preclude DGI from using the same functionality, format, code, design, concept, workflow, integration or other idea represented in the Work Product.

9. **Warranties and Disclaimers.**

9.1. **Mutual Warranties of Authority.** Each Party represents and warrants that (i) it has the legal power to enter into this Agreement, (ii) the signatory hereto has the authority to bind it, (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable



according to its terms, and (v) when executed and delivered, each Associated Contract will constitute the legal, valid and binding obligation of such Party, enforceable according to its terms.

- 9.2. **Customer Warranties.** Unless and to the extent otherwise expressly stated in an Associated Contract, Customer hereby represents and warrants to and for the benefit of DGI that, as of the Effective Date and the effective date of each Associated Contract, (i) the Data does not and will not infringe on any copyright, patent, trade secret and/or other proprietary right held by any third party and was not and will not be compiled or used by Customer in any manner that violates Applicable Law, and (ii) Customer will not use any Product in a manner that violates Applicable Law.
- 9.3. **DGI Warranties.** Unless and to the extent otherwise expressly stated in an Associated Contract, DGI hereby represents and warrants to and for the benefit of Customer that, as of the Effective Date and the effective date of each Associated Contract, (i) DGI owns and will own, or otherwise has or will have sufficient rights (whether by license or otherwise) in, all Products delivered to Customer under any Associated Contract, and (ii) all Services provided or to be provided hereunder and/or under any Associated Contract will be performed in a professional and workmanlike manner.
- 9.4. **Disclaimer as to Products.** As referenced herein, DGI is not the manufacturer of any Products purchased by Customer from DGI. In purchasing any Products, Customer will be relying exclusively on the representations and warranties made by the manufacturer or supplier and on the specifications and other information furnished by the manufacturer or supplier only and not on any representation, warranty, statement, specification or other information furnished by DGI. The only warranties offered are those of the manufacturer or supplier of the Products furnished. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND/OR IN ANY ASSOCIATED CONTRACT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DGI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, USAGE OF TRADE, COURSE OF DEALING AND/OR COURSE OF PERFORMANCE, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. DGI DOES NOT AND SHALL NOT WARRANT THE PERFORMANCE OR RESULTS CUSTOMER MAY OBTAIN BY RECEIVING ANY SERVICES FROM DGI OR USING ANY PRODUCTS SUPPLIED BY DGI. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF ANY PRODUCTS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY DGI. CUSTOMER EXPRESSLY WAIVES ANY CLAIM THAT IT MAY HAVE AGAINST DGI BASED ON THE FAILURE OF ANY PRODUCT TO PERFORM AS REPRESENTED OR WARRANTED BY THE MANUFACTURER OR SUPPLIER OR TO COMPLY WITH THE SPECIFICATIONS, PERFORMANCE CRITERIA AND OTHER WRITTEN INFORMATION FURNISHED BY THE MANUFACTURER OR SUPPLIER WITH RESPECT TO THE PRODUCT OR ON ANY PRODUCT LIABILITY OR INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO ANY PRODUCT. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND/OR IN ANY ASSOCIATED CONTRACT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DGI HEREBY FURTHER DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, SHALL BE APPLICABLE TO THE SERVICES PROVIDED BY DGI.
- 9.5. **Survival.** Notwithstanding the termination or the expiration of this Agreement and/or the performance of any Associated Contract, the warranties set forth in this article with respect to any Product delivered and/or Services performed shall extend for a period of one year after such termination, expiration, delivery of such Product and/or completion of such Services.



10. Limitation of Liability.

10.1. Limited Liability. IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR ANY PROPOSAL ACCEPTED HEREUNDER, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE SUMS PAID BY CUSTOMER IN THE TWELVE (12) CALENDAR MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL CUSTOMER'S LIABILITY TO DGI BE LESS THAN THE SUM OF ALL OUTSTANDING FEES AND EXPENSES OWED BY CUSTOMER AND ANY OF ITS AFFILIATES PLUS ALL INTEREST, LATE CHARGES AND COLLECTION COSTS ASSOCIATED THEREWITH. NOTWITHSTANDING THE FOREGOING, CUSTOMER'S EXCLUSIVE REMEDY, AND DGI'S ENTIRE LIABILITY, FOR ANY BREACH OF THE WARRANTIES IN **ARTICLE 9.0** WITH RESPECT TO SERVICES SHALL BE LIMITED TO RE-PERFORMANCE OF THE SERVICES; PROVIDED, THAT CUSTOMER HAS NOTIFIED DGI WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF ANY DEFICIENCIES IN THE SERVICES WHICH DO NOT CONFORM TO THE WARRANTY REQUIREMENTS. DGI SHALL AT ITS EXPENSE MAKE SUCH CORRECTIONS AND MODIFICATIONS IN THE SERVICES PERFORMED BY DGI AS MAY BE REQUIRED. DGI'S LIABILITY FOR DEFICIENCIES IN SERVICES PROVIDED BY IT SHALL BE LIMITED TO DEFICIENCIES WHICH ARE DISCOVERED WITHIN ONE YEAR FROM THE DATE OF COMPLETION OF SUCH SERVICES AND WHICH RESULT FROM DGI'S FAILURE TO OBSERVE AND ADHERE TO THE WARRANTY STANDARDS. DGI'S LIABILITY SHALL BE FURTHER LIMITED TO THE CORRECTION OF SUCH DEFICIENCIES TO THE EXTENT OF 100% OF THE COMPENSATION PAID OR PAYABLE TO DGI FOR THE PERFORMANCE OF SUCH SERVICES AND SHALL BE SUBJECT TO ANY OTHER PROVISIONS OF THESE TERMS AND CONDITIONS LIMITING THE LIABILITY OF DGI.

10.2. Exclusion of Consequential and Similar Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY AND/OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOSS OF GOODWILL), WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Miscellaneous Provisions.

11.1. Force Majeure. A Party shall not be liable for nonperformance or delay in performance hereunder (other than performance of obligations regarding payment of money) caused by any event reasonably beyond the control of such Party, including, without limitation, wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, slowdowns, unavailability of supplies, delays in transportation, accidents, disruptions, delay or failure to act by any vendor or supplier (including, without limitation, a supplier of Products or any supplier of services, including utility services, to Customer), Product unavailability or scarcity, epidemics, fire, flood, severe weather, earthquake, force of nature, theft, vandalism, explosion, embargo or any law, proclamation, regulation, ordinance or other act or order or failure to act of any court, government, governmental agency or quasi-governmental agency. The time for performance shall be extended for a period equal to the time lost by reason of the delay.

11.2. Entire Agreement. This Agreement and any Associated Contract supersede and take precedence over any and all other agreements regarding the matters contained herein between the Parties. This Agreement and any Associated Contract shall not be amended, modified or supplemented except by a written instrument signed by both Parties.

11.3. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which shall not be unreasonably withheld, provided however, that either party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger,



acquisition, sale of assets or other corporate reorganization in which either party is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

- 11.4. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of California, without regard to its conflicts of law provisions.
- 11.5. **Severability.** If, for any reason, any term or provision contained in this Agreement shall be held to be unenforceable, it shall be deemed fully severable, and the rest of this Agreement shall continue in full force and effect.
- 11.6. **Waiver.** Waiver by one Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a continuing waiver of such covenant, condition or promise, or a waiver by such Party of any other covenant, condition or promise hereunder. All waivers must be in writing in order to be enforceable.
- 11.7. **Binding Effect.** The terms, conditions and covenants herein contained shall bind and inure to the benefit of Customer (and, as applicable, its Affiliates) and DGI, and their respective heirs, successors, legal representatives, administrators and permitted assigns.
- 11.8. **No Party Deemed Drafter.** If there is a dispute between the Parties over the meaning of this Agreement and/or any Associated Contract, no Party shall be deemed to have been the drafter hereof or thereof, and the principle of law that contracts are construed against the drafter shall not apply.
- 11.9. **Holidays.** In the event any date for performance of any obligation or the giving of any notice pursuant to this Agreement occurs on a federal or California state holiday or on a Saturday or Sunday, then the next business day shall be deemed the applicable date for performance or notice.
- 11.10. **Relationship of the Parties.** Both Parties are independent contractors under this Agreement. Nothing contained in this Agreement is intended nor is it to be construed so as to constitute Customer and DGI as partners, agents or joint ventures with respect to this Agreement and/or any Associated Contract. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.
- 11.11. **Use of Party's Name.** No right, express or implied, is granted by this Agreement to either Party to use in any manner the name of the other Party or any trade name or trademark of the other in connection with the performance of this Agreement or otherwise.
- 11.12. **Further Assurances.** Each Party shall execute, acknowledge and deliver such further instruments, and do all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.
- 11.13. **Attorneys' Fees.** In the event of any default by either Party of its respective obligations hereunder, such Party shall reimburse the other Party upon demand for any costs or expenses the non-defaulting Party incurs as a result thereof whether or not suit is commenced or judgment is entered. Such costs shall include, without limitation, attorneys' fees and costs incurred for the negotiation of a settlement, preparation of a notice of default, enforcement of rights or otherwise. Furthermore, if any action to enforce the terms of this Agreement is commenced, the prevailing Party shall be entitled to an award of its attorneys' fees and costs.
- 11.14. **Counterparts.** This Agreement and any Associated Contract may be executed in several counterparts and all so executed shall constitute one Agreement and Associated Contract, binding on the



Parties even though all Parties are not signatories to the original or the same counterpart. The execution pages of counterparts may be attached to any one copy of the Agreement and/or such Associated Contract to form a single, complete document. The transmission of a signed copy of this Agreement or an Associated Contract via facsimile or e-mail shall constitute execution and delivery hereof, provided the Parties shall deliver original ink-signed counterparts as soon as reasonably possible thereafter.

[Remainder of page intentionally left blank. Signature page follows.]



IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

CUSTOMER:

,

By: _____

Title: _____

Printed Name: _____

Date: _____

DGI:

DEVELOPMENT GROUP, INC., a California corporation

By: _____

Title: _____

Printed Name: _____

Date: _____



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: July 1, 2025

SUBJECT: Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the "Libraries as Literacy Centers: Strengthening Libraries' Capacity to Meet Local Literacy Needs" Grant Funding Agreement; in the amount of \$65,000.00 over three years (General Fund Impact) positive impact; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**

Recommendation:

Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the "Libraries as Literacy Centers: Strengthening Libraries' Capacity to Meet Local Literacy Needs" Grant Funding Agreement; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**

Background and Discussion:

The Plumas County Library has been awarded a grant from the American Library Association and the Mellon Foundation for the purpose of expanding and strengthening the Library's digital literacy services. This grant will provide \$65,000, awarded over the course of three years, along with \$9,000 in funds to be distributed to community partners working on the project, a two-year organizational membership in the American Library Association for the Library, and a \$2,000 travel stipend to allow a library representative to attend the ALA's 150th Annual Conference 2026 in Chicago, Illinois.

The Library has identified a strong need in the community for digital literacy assistance, training, and access to technology tools such as computers and hotspots for internet access to improve digital equity throughout the county. Therefore, if this grant is accepted, funds will be used for additional literacy staffing to provide digital technology support both one-on-one and through classes and workshops, along with the purchase of new equipment (laptops, hotspots, etc.) for the use of participants in the expanded digital literacy program.

The Library will prioritize services to residents with specific goals like starting a new small business, job-seeking, or earning a credential in areas such as accounting, programming, business, and coding. Literacy program staff will assist participants with developing basic computer skills, setting up and using equipment provided by the Library, and signing up for courses through the Library's learning platforms, such as LinkedIn Learning and Coursera, which offer courses, specializations, and professional certificates from leading universities and companies. Literacy staff will meet with participants on an ongoing basis to assist them with completing their credential or certificate and planning next steps in reaching their long-term goals, such as growing a business or applying for jobs.

Action:

Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the "Libraries as Literacy Centers: Strengthening Libraries' Capacity to Meet Local Literacy Needs" Grant Funding Agreement; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**

Fiscal Impact:

(General Fund Impact) this is an unbudgeted item.

Attachments:

1. 5994 FINAL
2. Grant acceptance form - Completed

**PLUMAS COUNTY LIBRARY
RESOLUTION NO. _____**

**RESOLUTION TO AUTHORIZE THE PLUMAS COUNTY LIBRARIAN TO EXECUTE
THE “LIBRARIES AS LITERACY CENTERS: STRENGTHENING LIBRARIES’
CAPACITY TO MEET LOCAL LITERACY NEEDS” GRANT FUNDING
AGREEMENT**

WHEREAS, the Plumas County Library has been selected to receive grant monies in the amount of \$65,000 for the Library and an additional \$9,000 for distribution to community partners through the American Library Association and the Mellon Foundation under the “Libraries as Literacy Centers: Strengthening Libraries’ Capacity to Meet Local Literacy Needs” Award Agreement; and

WHEREAS, the Board recognizes the need to meaningfully Engage in Technical Assistance and to take advantage of technical assistance opportunities provided by World Education. This includes developing an action plan, participating in a Professional Learning Community, receiving one-on-one coaching consultations, preparing a capstone presentation, and other activities as appropriate; and,

WHEREAS, the Agreement to receive these funds requires a resolution from the Plumas County Board of Supervisors authorizing a legally designated representative before such funds can be claimed through the American Library Association; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to the County Librarian to execute these agreements and receive and expend funds regarding these grant monies.

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that the County Librarian is authorized to execute all Grant Agreements and receive and expend funds under this Agreement and any amendments thereto subject to any Plumas County purchasing policies and approval of form by County Counsel.

APPROVED AND PASSED this _____ by the Plumas County Board of Supervisors:

AYES:

NOES:

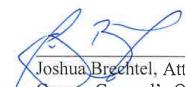
ABSENT:

Kevin Goss, Chair
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brichtel, Attorney
County Counsel's Office

225 N. Michigan Ave.
Suite 1300
Chicago, Illinois 60601
USA

Telephone 312 280 1392
Fax 312 280 5014
Toll Free 800 545 2433 x 1392

**ALA Office for Diversity, Literacy,
and Outreach Services**
diversity@ala.org
Telephone 312 280 5048

ALA American Library Association

May 30, 2025

Dora Mitchell
Plumas County Library
520 Main St. Room 205
Quincy, CA 95971

Dear Dora Mitchell,

Please accept this award letter as confirmation that the Plumas County Library is a recipient of a Libraries as Literacy Centers: Strengthening Libraries' Capacity to Meet Local Literacy Needs award in the amount of \$65,000 for library support on this project. In addition, your library will receive a \$9,000 award to distribute to your community partners on this project, a two-year American Library Association (ALA) organizational membership for your library, and a \$2,000 travel stipend to support a library representative's attendance to ALA's 150th Anniversary and Annual Conference 2026 in Chicago, Illinois.

The purpose of this project is to engage libraries and literacy service organizations to partner in more structured, coordinated ways to transform our combined capacity to advance literacy equity for all. With funding from the Mellon Foundation, ALA will support the development of our theory of change, that increasing and structuring libraries' service as literary hubs is vital to increasing literacy equity, correcting systemic educational injustice, and building a thriving community culture constituted by creativity, empathy, and civic fluency.

Attached you will find the Grant Acceptance Form and Terms and Conditions document, which describe the grant benefits and responsibilities, as well as a W8 and ACH enrollment form. Please complete those at your earliest convenience to ensure timely engagement with the project.

If you have any questions, please contact Aubrey Huff at ahuff@ala.org.

Sincerely,



Dina Tsourdinis, Chief Financial Officer, Finance AED

I acknowledge and accept this award on behalf of my library.

Name

Date

Libraries as Literacy Centers: Strengthening Libraries' Capacity to Meet Local Literacy Needs

American Library Association Grant Acceptance Form 2025-2027

Participation Requirements

All libraries awarded a “Libraries as Literacy Centers: Strengthening Libraries’ Capacity to Meet Local Literacy Needs” grant must:

- Designate a Project Director: One staff member must be assigned as the local coordinator and commit to leading and coordinating their team in project activities.
- Engage with Elected Officials and Community Leaders: Share project information with relevant stakeholders.
- Meaningfully Engage in Technical Assistance: Take advantage of technical assistance opportunities provided by World Education, including developing an action plan, participating in a Professional Learning Community, receiving one-on-one coaching consultations, preparing a capstone presentation, and other activities as appropriate.
- Submit an Interim Report by September 30, 2026, reflecting project updates.
- Engage with ALA resources and channels to share progress and gather input
- Participate in Evaluation and Reporting: Complete surveys, phone interviews, and/or host site visits.
- Spend Grant Funds by December 31, 2027.
- Submit a Final Report to ALA by December 15, 2027.

For questions, contact ahuff@ala.org.

Library and Project Information

Opportunity Title: “Libraries as Literacy Centers: Strengthening Libraries’ Capacity to Meet Local Literacy Needs”

Institution Information

- Institution Name_Plumas County Library_____
- Institution City____Quincy_____
- Institution State____CA_____
- Institution Website_ <https://www.plumascounty.us/546/Library>_____
- Institution Twitter Handle ____n/a_____
- Institution Facebook Page _ <https://www.facebook.com/PlumasCountyPublicLibrary>_____

Project Director Contact Information

- Project Director Name Dora Mitchell
- Project Director Pronouns she/her
- Project Director Title County Librarian
- Project Director Email Address doramitchell@countyofplumas.com
- Project Director Phone Number 530-283-6575

Project Director Confirmation:

- I confirm that the above-named project director will oversee required reporting, fulfill programmatic terms, complete professional development, and coordinate project elements.

Communication and Shipping Information

Communications Permission Statement

Whenever possible, ALA would like to support connections between participating libraries, their community partner organizations, and other parties involved in achieving the goals of LLC.

Please confirm your acceptance of this communications requirement below.

ALA may share the project director's contact information with other representatives involved in the project.

- Yes
- No

Shipping Information

Provide the local delivery address for LCC project materials when relevant.

PO Boxes are not accepted.

- Local Delivery Address 445 Jackson St
- Local Delivery City Quincy
- Local Delivery State CA
- Local Delivery Zip Code 95971
- Local Delivery Contact Name Dora Mitchell
- Local Delivery Contact Phone Number 530-283-6575
- Local Delivery Contact Email Address doramitchell@countyofplumas.com
- Local Delivery Hours 8-5, M-F, 11-3 Sat

Payment of Grant Funds

Please confirm the payee name and address information below (typically, this is the library named in your original application, but it could be the library's Foundation or Friends' Group, as needed). Payment of programming funds can be issued as either an ACH payment or paper check. We strongly recommend choosing payment via ACH Direct Deposit to prevent longer processing times.

IMPORTANT NOTE:

For payment via ACH, the payee information you provide below must match the name and address on your completed ACH Authorization Form.

Payee Information

Preferred Payment Method:

- ACH Direct Deposit (preferred)
- Paper Check (may experience delays)

Make Payable To _Plumas County Library_____

Care of/Attention To _Dora Mitchell_____

Address Line 1 _445 Jackson St_____

Address Line 2 _____

City_Quincy_____

State _CA_____

Zip Code _ (95971)_____

Confirmation of Good Standing

I attest that the library is neither presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any federal department or agency.

NOTE: You can check the payee's status with regard to debarment at the website of the System for Award Management (SAM.gov)

- I confirm that the library is not debarred or suspended from federal transactions (Check status on SAM.gov).

ACH Authorization Form Upload

- Please download, complete, and sign the following documents for the grant funds payee: [ACH Direct Deposit Authorization Form](#)
- YOU MUST ALSO INCLUDE a voided check, deposit slip, or signed bank letter with this ACH Direct Deposit Authorization Form. This can either be included in the same PDF as the ACH Direct Deposit Authorization Form or uploaded as a separate document.
- Upload required documents securely at:
<https://tigertools.sharefile.com/share/getinfo/rb89fb64d9b84fc2b>

ACH Authorization Form Upload Confirmation:

- I confirm that I have uploaded the ACH Direct Deposit Authorization Form.

Bank Documentation Upload Name (if separate from ACH Form): _____

Bank Documentation Upload Confirmation:

You must include a voided check, deposit slip, or signed bank letter with this ACH Direct Deposit Authorization Form. This can either be included in the same PDF as the ACH Direct Deposit Authorization Form or uploaded as a separate document.

- I confirm that I have included a voided check, deposit slip, or signed bank letter.

Payee Information Confirmation:

- I confirm that all payee information provided is accurate and consistent.

Confirmation of Acceptance

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

By completing and submitting the information below, I agree to the terms stated above and accept the participation requirements of “Libraries as Literacy Centers: Strengthening Libraries’ Capacity to Meet Local Literacy Needs” on behalf of the library.

- I confirm acceptance of the “Libraries as Literacy Centers: Strengthening Libraries’ Capacity to Meet Local Literacy Needs” grant requirements on behalf of my library.

Certifying Official Information

- First Name: Dora
- Last Name: Mitchell
- Title: County Librarian
- Institution: Plumas County Library
- Email Address: doramitchell@countyofplumas.com
- Phone Number: 530-283-6575
- Certification Date (today's date): 4/29/2025

Request for Additional Documentation

Attach the following appendices to your Grant Acceptance Form.

Appendix A: Data on Adult Literacy Needs

- **Content Requirements:** Provide data regarding the adult literacy needs within your community. This could include statistics, recent surveys, local education reports, or relevant studies that outline the literacy challenges and demographic specifics of the area. If detailed statistical data is unavailable, include a narrative of approximately 300-500 words that describes the perceived literacy needs and specific challenges faced by the community in regard to adult literacy.
- **Format:** Submit in PDF format, clearly labeled and not exceeding 2 pages, including any graphs, charts, or visual aids used to present the data.

Appendix B: Staffing Matrix

- **Content Requirements:** Fill out the provided staffing matrix template with information about your project team. The matrix should detail each team member's role, qualifications, employment status (full-time or part-time), and specific responsibilities

within the project. This information is crucial to assess your team's capacity to effectively implement and manage the proposed project.

- **Format:** Submit in CSV, Excel, or PDF format using the provided template.

Appendix C: Budget Narrative

- **Content Requirements:** Provide a detailed narrative that justifies the financial aspects of your proposal. This narrative should explain the allocation of funds for different components of the project including staffing, materials, activities, and any other significant expenses. Detail how each cost item contributes to the overall goals of the project and ensures its sustainability.
- **Format:** Submit in PDF format, clearly articulated and not exceeding 5 pages. Include tables or charts as necessary to clarify cost allocations.

Appendix D: Vision Statement

- **Content Requirements:** Submit a vision statement of no more than 300 words that encapsulates the goals and objectives of your proposed literacy project. This statement should reflect your organization's commitment to enhancing adult literacy and outline the expected impact and outcomes of the project funding.
- **Format:** Submit in PDF format, as a single-page document, clearly formatted and easy to read.

Review and Submit

Please review all information before submitting. *Questions? Contact ahuff@ala.org.*

Staffing Matrix

Name and Title	Role	Responsibilities	FTE Status
County Librarian	Administrative oversight	Duties will include budget development, planning and execution, attend coaching calls, supervise and train staff, build new and existing community partnerships, and perform outcomes tracking and reporting.	FT
Literacy Program Assistant	Program coordination and learner instruction	Program implementation and coordination with current literacy services, staff training, outreach to public and potential learners, working with learners, and supervising staff and volunteers.	PT
Literacy Program Assistant	Learner instruction, program planning	Program planning and implementation, working with learners, creating digital reporting and tracking tools as needed for project implementation, and coordinating with Indian Valley Innovation Hub.	PT
Literacy Program Assistant	Learner instruction	Program implementation, working with learners, marketing and outreach via social media and our website.	PT
Literacy Program Assistant	Program coordination and learner instruction (Portola Branch Library)	Program implementation at Portola Library when/if learners in Portola enroll. Kendyl currently teaches computer skills classes in Portola. Outreach to the public and potential learners, working with learners, and supervising staff and volunteers at the branch.	PT
Literacy Program Assistant	Learner instruction, outreach	Program implementation at the Portola Branch when/if learners in Portola enroll in the program; working with learners, marketing and outreach.	PT
(New hire) Literacy Program Assistant	Learner instruction and project implementation	We intend to hire one new part-time staff member to help with learner instruction, project implementation, and coordination with Indian Valley Innovation Hub.	PT

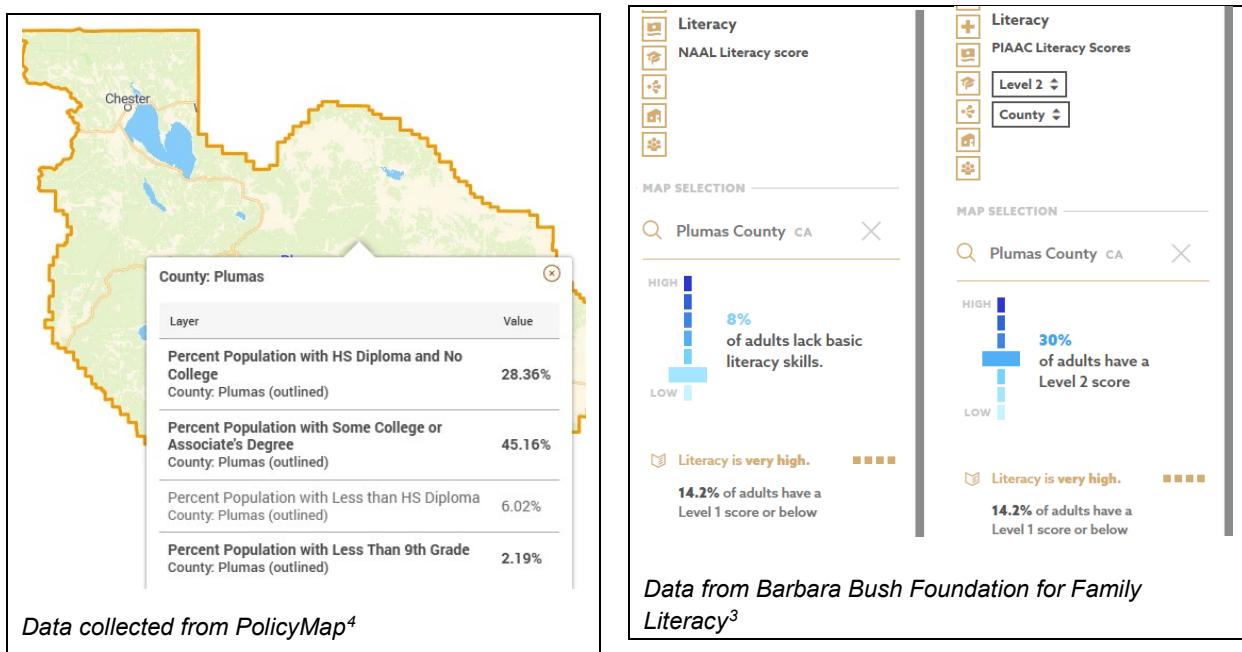
Instructions for Completion:

1. Fill in each field: Complete each column with accurate details for all team members involved in the project. Ensure no fields are left blank.
2. Add rows as necessary: If your team has more members, add additional rows to the template to accommodate all personnel.
3. Be precise and concise: While filling out the 'Responsibilities' section, be precise about each member's role in the project. Avoid generic descriptions.
4. Review for accuracy: Double-check the template for any errors or missing information to ensure accuracy and completeness.

Appendix A: Data on Adult Literacy Needs in Plumas County

Plumas County's adult literacy needs are heavily influenced by the county's rural landscape and widely dispersed and shrinking population. As of 2024, the county's population is approximately 18,834. It has dropped by 5% since 2020 and is projected to drop 30% by 2060¹. Our largest demographic is 60-70; 33% of residents are 65 or older and 65% are over age 40². This aging demographic underscores the necessity for accessible literacy services tailored to older residents.

Despite Plumas County's socioeconomic challenges, adult literacy rates and educational attainment are generally good. Average literacy scores on the PIAAC and NAAL scales are higher than the national average (see below). 73% of adults over the age of 25 have a high school diploma, some college, or an associate's degree.



Where many county residents fall behind is in digital literacy. No formal data on digital literacy could be found; data sources focus on tangibles like broadband access and computer ownership. However, due to the median age, economic disadvantages, and poor broadband coverage, it is safe to say that a large proportion of the county's population suffers from the digital divide. Anecdotally, library and literacy staff have seen many community members experiencing high levels of stress and anxiety caused by struggling to function in the 21st century world.

Low digital literacy combined with lack of home internet access is the biggest obstacle facing our community when it comes to:

- Seeking employment or changing careers

¹ Research conducted by Demographic Research Unit of CA Dept of Finance and Clint Koble, Small Business Development Center Business Advisor (Northern CA Network).

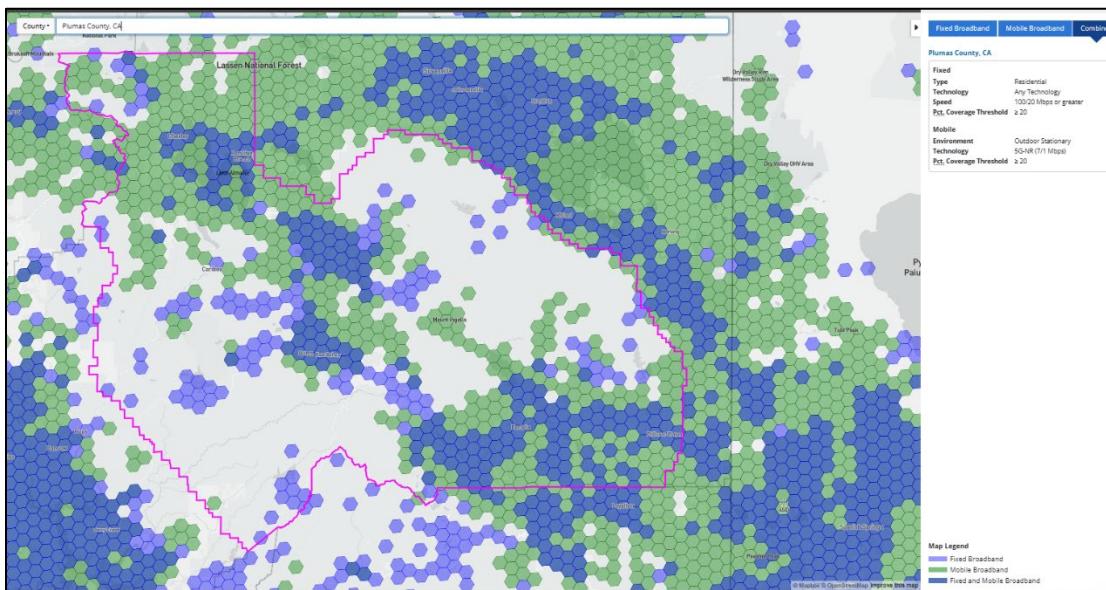
² U.S. Census Quick Facts. <https://www.census.gov/quickfacts/fact/table/plumascountycalifornia#>

³ <https://map.barbarabush.org/map/>

⁴ <https://www.policymap.com/newmaps/e/calibrarydata>

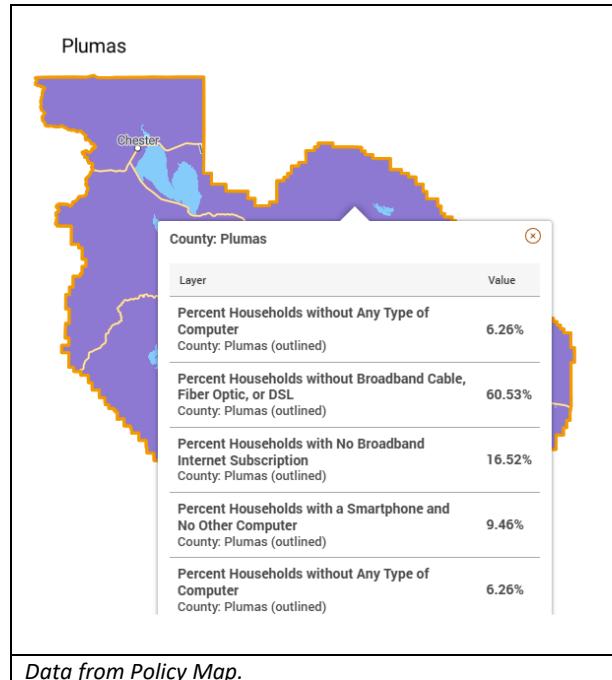
- Maintaining social supports by staying in contact with friends and family who have moved away (increasingly important as population continues to decline; 33% of residents experience a lack of emotional/social support)
- Basic necessities like banking, accessing SSA and DMV services, etc., which are increasingly online-only
- Accessing patient portals to communicate with medical providers

Internet and cell coverage is spotty, with large regions of the county left completely without connectivity to either broadband or cell service.⁵



Many households do not own a computer, or have a smartphone as their only internet-enabled device. Residents rely on their local library branch for internet access, either via our public computers or wi-fi, but residents with transportation issues who cannot visit the library are at a disadvantage. Hotspots are one of the library's most used items, because they enable residents who either can't afford a broadband plan, or live in one of the many areas without a broadband provider, to access the internet at home.

The Plumas County Library Literacy Program is already one of the most established and accessible resources in the county for adults who need to build basic digital literacy, but we have significant room to expand these services with additional equipment, staffing, new community partnerships, and new initiatives such as providing laptop/hotspot bundles to residents who are seeking employment, running a small business, or working on a certificate or degree.



⁵ <https://broadbandmap.fcc.gov/>

Appendix D: Plumas County Library Literacy Vision Statement

The Plumas County Library's Literacy Program plans to expand our existing digital literacy services with a project aimed at residents who want to build 21st century workplace skills, whether their goal is to start a business, change careers, earn a certification, or otherwise increase their employability.

Library and literacy staff have identified several core community needs related to digital equity:

1. Training in basic digital literacy skills
2. Training in navigating online services that have become vital to meeting basic needs
3. Access to reliable internet and up-to-date technology
4. Assistance with using learning programs that the library already offers, such as LinkedIn Learning, Coursera, and EBSCO Learning Library to build workforce readiness

We currently address Needs 1 and 2 with beginner computer classes and drop-in technology help hours. To address Needs 3 and 4, the literacy program has a small pool of local funds earmarked for digital equity efforts, and a new community partnership with the Indian Valley Innovation Hub (a nonprofit focused on economic development through supporting local entrepreneurs and small business owners). Working with the Hub, we plan to:

- Hire staff with skills in technology and instruction
- Perform outreach and recruit locals whose goals align with the program
- Purchase updated equipment to replace outdated equipment we currently use and increase the number of learners we can assist
- Provide laptops and hotspots to learners who lack internet/computer access at home
- Enroll learners in one-on-one and/or group classes to work toward their digital literacy goals

Learners would begin by working with literacy staff on foundational digital literacy skills. Those who are building small businesses could later "graduate" to working with the Hub on advanced steps of business development such as building a web presence and marketing. Through this initiative, we aspire to bridge the digital divide in Plumas County while fostering opportunities for economic growth and security.



**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: July 1, 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

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

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Executive Summary

Our organization



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 Association	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

¹Does 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	DEPARTMENT 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	Weeks 7-8	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	Week 9	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.

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.



**James Peifer
Executive Director**
jpeifer@rwah2o.org
(916) 967-7692

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.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: July 1, 2025
SUBJECT: Public Works/Road

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: July 1, 2025

SUBJECT: Adopt **RESOLUTION** Approving the Appointment of an Authorized Agent in Regard to the Agreement between Plumas County Public Works (PCPW) and Pacific Gas and Electric, Inc. (PG&E) to act as the official agent of the County in all matters pertaining to PG&E - Electric Rule 20.; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors approve the Resolution that appoints the Director of Public Works, or their designated representative, to act as the official agent of the County in all matters pertaining to Pacific Gas and Electric (PG&E) Electric Rule 20.

Background and Discussion:

Plumas County has an existing resolution (No. 25-8997) that established an underground utility district in the community of Chester, CA. Establishing the underground district was a Rule 20 requirement. The next requirement is to appoint an authorized agent; this resolution does that.

The authorized agent will have these general responsibilities:

- Consult and coordinate with PG&E regarding the interpretation and application of Rule 20.
- Negotiate, execute, and amend agreements, contracts, and other necessary documents with PG&E related to Rule 20 projects, including but not limited to, Rule 20A, 20B, and 20C agreements, subject to review and approval by County Counsel as to form and legality, and any financial thresholds established by this Board.
- Make official requests and submissions to PG&E on behalf of the County regarding Rule 20 projects, including project initiation, scope definition, credit utilization, and project closeout.
- Receive and review all communications, reports, and notices from PG&E concerning Rule 20 matters.
- Represent the County in discussions and negotiations with PG&E concerning project costs, timelines, and technical specifications.
- Take any and all other actions deemed necessary and appropriate to implement the intent of this Resolution and to facilitate the efficient and effective execution of Rule 20 projects within the County.

Action:

Adopt **RESOLUTION** appoints the Director of Public Works, or their designated representative, to act as the official agent of the County in all matters pertaining to Pacific Gas and Electric (PG&E) Electric Rule 20. ; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund impact. Road Fund.

Attachments:

1. RESOLUTION PW Appoint of an Authorized Agent PCPW & PGE
2. Wheelchair Access Consideration Document 8-07-17
3. Rule 20A Electric Panel Service Conversion Template
4. Letter of Streetlight Agreement

5. General Conditions Revised 8-2018

RESOLUTION NO. 25-_____

**APPROVING THE APPOINTMENT OF AN AUTHORIZED AGENT IN REGARD
TO THE AGREEMENT BETWEEN PLUMAS COUNTY PUBLIC WORKS (PCPW)
AND PACIFIC GAS AND ELECTRIC, INC (PG&E)**

WHEREAS, Plumas County has an existing resolution (No. 25-8997) that established an underground utility district in the community of Chester, CA. Establishing the underground district was a Rule 20 requirement.

WHEREAS The Director of Public Works for the County of Plumas, and their designated representatives, are hereby authorized to act as the official agent of the County in all matters pertaining to Pacific Gas and Electric (PG&E) Electric Rule 20.

WHEREAS The Director of Public Works, or their designated representatives, is authorized to:

- Consult and coordinate with PG&E regarding the interpretation and application of Rule 20.
- Negotiate, execute, and amend agreements, contracts, and other necessary documents with PG&E related to Rule 20 projects, including but not limited to, Rule 20A, 20B, and 20C agreements, subject to review and approval by County Counsel as to form and legality, and any financial thresholds established by this Board.
- Make official requests and submissions to PG&E on behalf of the County regarding Rule 20 projects, including project initiation, scope definition, credit utilization, and project closeout.
- Receive and review all communications, reports, and notices from PG&E concerning Rule 20 matters.
- Represent the County in discussions and negotiations with PG&E concerning project costs, timelines, and technical specifications.
- Take any and all other actions deemed necessary and appropriate to implement the intent of this Resolution and to facilitate the efficient and effective execution of Rule 20 projects within the County.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors specifically acknowledges the approval and authorization of Resolution No. 25-8997 and grants the Director of the Department of Public Works to act as the authorized agent to the items above.

BE IT FURTHER RESOLVED that the Director of the Plumas County Public Works Agency has full and binding authority to the commitments contained in the general terms and conditions on behalf of the Board of Supervisors and is the authorized representative for County in regard to PG&E Rule 20.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the 10th day of June, 2025 by the following:

Ayes: Supervisors:

Noes: Supervisors:

Absent: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to Form



Joshua Brechtel
County Counsel Office



Pacific Gas and Electric Company

**Wheelchair Access Consideration
Rule 20A**

PROJECT NAME: Plumas County R20A

LOCATION: Chester, CALIFORNIA

Applicant: Plumas County

Electric Rule 20, Section A(1)(c) of the tariff reads as follows:

Acknowledged that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise qualify for Rule 20A under the existing criteria set forth in Section A(1)(a) of the tariff.

This agreement is to document the communication regarding this section of the tariff and note the outcome.

Based on the information above:

- Decided to leave the boundary the same.
- Allocations do not allow expansion of the boundary.
- The wheelchair access will be part of the road improvement project.
- Other/Comments

Comments: _____

- Project boundary was expanded to accommodate wheelchair access.

Comments: _____

Applicant:

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title: _____

Rule 20A Program Liaison

Title: _____

Date

Date

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

City/County of _____, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

Electric Panel Service Conversion Program:

In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

Responsibilities of the Applicant:

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
 - a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
 - a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
 - a. Review PG&E's intended placement of new equipment required for conversions.
 - b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
 - a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
 - a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
 - b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.
11. Disclose work hours and days.



AGREEMENT TO PERFORM TARIFF SCHEDULED RELATED WORK - RULE 20A ELECTRIC PANEL SERVICE CONVERSION

12. Agree prior to construction regarding the required notifications to residents and property owners.
13. Failure to complete the above requirements may result in construction delays.

PROJECT NAME: _____

LOCATION _____, CALIFORNIA

City: _____

Executed this _____ day of _____, 20____

This agreement is effective when accepted and executed by PG&E.

PACIFIC GAS AND ELECTRIC COMPANY

Customer/Company

Authorized by (Print)

Signature

Title

Date

Authorized by (Print)

Signature

Title

Date

Mailing Address:

City/County of :

Letter of Streetlight Agreement

Dear valued customer,

As we approach the beginning of your Rule 20A project, one issue that you will need to address is your choice of the available streetlight options. The streetlights located within the Rule 20A project are currently (PG&E or community owned) and on Rate Schedule (LS1, LS2, LS3, streetlights OL1 outdoor lighting, TC1 traffic signals).

Rule 20A funding covers the costs of converting existing PG&E owned streetlight services on a one-for-one basis, but does not provide for the upgrading of facilities. Therefore, if the existing streetlights are on wood poles, the Rule 20A funding will cover the cost of providing an underground service and riser up the existing wood pole to the existing streetlight and the topping of the wood pole just above the streetlight.

You have the option under Rate Schedule LS1 (PG&E owned streetlights); to install new-galvanized steel streetlights that meet PG&E's standards or have PG&E install these new streetlights for you at your cost, in place of leaving the existing wood pole mounted streetlights. If you choose to have PG&E install these new streetlights standards the costs which you will be responsible for will include the installation and purchase of the new streetlight, replacement of any necessary landscaping, pavement and/or concrete and ITCC tax at a current rate of 34%. If you choose to install new streetlights that do not meet PG&E's standards, you may do so but PG&E will no longer own and maintain them.

If the existing streetlights are customer owned (rate schedule LS2 or LS3), you as the streetlight owner will be responsible for the cost to underground the streetlights. A portion of your streetlight undergrounding cost will include a share of the joint trenching costs (based on the conduit occupancy of the joint trench) and streetlight conduit installation costs should you choose to participate in the joint trench. When estimating begins we will provide you with an estimate of the approximate cost of this portion of your streetlight conversion costs for your budgeting purposes. You will also be responsible for any connection and removal costs associated with your customer owned streetlights. All of the provisions of customer owned streetlights also apply to traffic signals (rate schedule TC1) and outdoor lighting (rate schedule OL1).

Please note that the existing streetlights and supporting overhead electrical system cannot be removed prior to the new streetlights being installed and energized. If you are the streetlight owner or they are PG&E owned and you choose to perform the streetlight work yourself, then the new streetlights should be installed and ready to be energized prior to the completion of trenching. Streetlight standard leads times can be three to four months, so please coordinate your work to ensure the streetlights do not delay removal of the overhead system.



Please check the boxes below that represent how your community would like to proceed regarding streetlights.

- Streetlights will remain on existing wood poles.
- Install new galvanized steel streetlight poles at our expense.
- We choose to purchase and install our own new streetlights poles.
- We choose to participate in the joint trench installing our own streetlight conduit.
- We choose to participate in the joint trench, but would like PG&E to install our streetlight conduit.
- We choose not to participate in the joint trench, and instead will do our own trenching for streetlights.
- The current streetlights are in conflict with our road improvements and we would like PG&E to replace them on a one-for-one basis.

NOTE: LS1 = Owned & maintained by PG&E; LS2 = Customer owned & maintained or PG&E maintained; LS3 = Customer owned metered; OL1= Outdoor lighting private property; TC1 = Government owned metered traffic signals or signal lighting systems.

I request PG&E to proceed with the design of this project based on the above marked choices and understand I will have a chance to review the estimate prior to agreeing on any associated cost. If applicable, contracts will be executed based on the above decisions and associated cost.

City/County of: _____
By: _____
Applicant

PACIFIC GAS AND ELECTRIC COMPANY
By: _____

(Print or Type Name)

Alicia Stanback
(Print or Type Name)

Title: _____

Rule 20A Program Liaison
Title: _____

Mailing Address: _____

City/County of: _____

Date: _____

Project Description: _____



GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

PG&E Contract: _____
Contact #: _____

PROJECT NAME: _____

LOCATION: _____, CALIFORNIA

City/County of _____ (Governmental Body) has requested, and PACIFIC GAS AND ELECTRIC COMPANY (PG&E) has agreed to perform the replacement of overhead with underground electric facilities pursuant to Section A of PG&E's Electric Rule 20 Tariff (Electric Rule 20A), subject to the following General Conditions Agreement.

Rule 20A Tariff:

PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to PG&E have been obtained by PG&E, consistent with Electric Rule 20A.

To ensure the success of this Electric Rule 20A project, Governmental Body and PG&E agree to the following terms. Any exceptions to these terms will require an advice filing with the California Public Utilities Commission (CPUC), with notice to the Governmental Body in accordance with General Order 96-B or any successor orders.

Responsibilities of the Governmental Body:

PG&E's Electric Rule 20A sets forth a program for replacing existing overhead electric facilities with underground electric facilities subject to certain requirements. In order to implement the Electric Rule 20A program as requested by the Governmental Body, the Governmental Body hereby agrees to:

- 1) Consult with PG&E to confirm the requirements of an Electric Rule 20A project and the location of the specific Electric Rule 20A project.
- 2) Hold public hearing(s) on the proposed Electric Rule 20A project in order to determine that the specific Electric Rule 20A project is in the general public interest.
- 3) Provide PG&E with a duly-adopted ordinance or resolution, as appropriate, creating an underground district in the area in which both the existing and new facilities are and will be located, requiring, among other things:
 - a) That all existing overhead communication and electric distribution facilities in such district shall be removed;
 - b) That each property served from such electric overhead facilities shall have installed in accordance with PG&E's rules for underground service, all electrical facility changes on the premises necessary to receive service from the underground facilities of PG&E as soon as it is available; and
 - c) Authorizing PG&E to discontinue its overhead electric service upon completion of the underground distribution system.
- 4) Acknowledge that wheelchair access is in the public interest and will be considered as a basis for defining the boundaries of projects that otherwise meet the criteria set forth in PG&E's Electric Rule 20A, Subsection 1(a).
- 5) Provide PG&E with a project boundary map and available drawings showing all known Governmental Body-owned facilities and known road improvements.
- 6) Identify property owners/persons responsible for the properties identified by PG&E as requiring easements. Make initial contact with the property owners/responsible persons, mail PG&E prepared easement documents, and coordinate meetings for the purpose of assisting PG&E with acquisition of necessary easements.

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

- 7) Provide PG&E with the Governmental Body's published standard for trench restoration and backfill requirements prior to start of engineering for the project, and require joint trench participants to replace paving, landscaping, sidewalk, etc., in accordance with the Governmental Body's published standard for trench restoration and backfill requirements that is removed or damaged during construction.
- 8) Work cooperatively with PG&E to schedule undergrounding projects prior to paving projects or after the paving moratorium period. If the Governmental Body elects to construct the undergrounding project prior to the end of the paving moratorium period, restoration and backfill requirements shall not exceed the standards for non-moratorium streets, described in Section 7 above.
- 9) Prior to the start of the project design, elect how to address streetlights impacted within the project scope.
- 10) Prior to the start of the project design, provide a list of all recorded property owners (including APNs and addresses based on current tax assessor records).
- 11) By the end of the project design, disclose all intended permit conditions, fees, and cost details. If the Governmental Body is a joint trench participant, the Governmental Body will pay its share of the associated permit costs.
- 12) Provide PG&E with recent pot holing/core samplings and soils/paving information from other projects, if available.
- 13) Work cooperatively with PG&E to establish work hour restrictions for construction, including holiday and/or special construction limitations.
- 14) Survey, stake, and provide drawings to PG&E for any future known Governmental Body road improvement, grade changes, or viaduct projects known or planned within the project limits.
- 15) Work cooperatively with PG&E to identify a suitable construction yard for the Rule 20A project. If the Governmental Body is a joint trench participant, will pay its share of the associated construction yard costs.
- 16) Work cooperatively with PG&E concerning contaminated soils and cultural resources.
 - a) Contaminated Soils. In the circumstance where contamination may be a concern, PG&E's Electric Rule 20A funds will be used for core samples to design a project to avoid environmental issues. In the event contamination is encountered that triggers federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work in the affected area until all measures required by law have been completed by the Governmental Body or other party responsible for such contamination.
 - b) Cultural Resources. In the circumstance where cultural resources are encountered that trigger federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work and comply with the appropriate notification requirements.
- 17) Electric Service Panel Conversion: Governmental Body may choose to be the lead in the conversion of electric service panels to accept underground service. If so and stated in the ordinance or resolution, PG&E shall pay the Governmental Body up to the maximum amount allowed by the Electric Rule 20A Tariff per service entrance, excluding permit fees. If the panel conversions are performed by the property owner, the Governmental Body will coordinate the reimbursement of PG&E funds, to the property owner / responsible party, up to the maximum amount allowed by the Electric Rule 20A Tariff per service entrance, excluding permit fees.
- 18) Subsurface Equipment: Governmental Body may request that PG&E install electrical equipment subsurface. If PG&E agrees, then, the Governmental Body's Electric Rule 20A allocation shall be used for the additional costs necessary to complete the subsurface installation. The Governmental Body shall be responsible for paying the appropriate one-time maintenance charge. However, in the event that pad-mounted equipment cannot be installed due to field conditions, the Governmental Body will not be charged the one-time maintenance fee.

The one-time maintenance charge is calculated by multiplying the Estimated Special Facility Cost by a one-time Cost-of-Ownership factor which represents the present worth of estimated operations and maintenance expenses per dollar of facility cost. The Estimated Special Facility Cost will vary



GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

depending on the transformer size. The Estimated Special Facility Cost equals the Estimated Non-Standard Special Facility Cost minus the Estimated Standard Facility Cost. The one-time Cost-of-Ownership factor is: ((current monthly Cost-of-Ownership factor x 12 months) x (current Present Worth Factor)). The monthly Cost-of-Ownership factor is stated in Rule 2 of PG&E's tariff. For example, based on the monthly Cost-of-Ownership factor as of January 1, 2018, the one-time maintenance charge would be (((0.53% x 12) x (14.2)) x (Estimated Special Facility Cost)). This is for example purposes only and the formula factors may change over time.

Responsibilities of PG&E:

PG&E's Electric Rule 20A sets forth a program for replacing existing overhead electric facilities with underground electric facilities subject to certain requirements. In order to implement the Electric Rule 20A program as requested by the Governmental Body, PG&E hereby agrees to:

- 1) Consult with the Governmental Body to confirm the requirements of Electric Rule 20A, including but not limited to holding public hearings, adoption of an ordinance or resolution, and creation of a project boundary map.
- 2) Prepare a base map showing the following: boundary, roads, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
- 3) Upon request of the Governmental Body, initiate project design sufficient to identify trench routes and obtain any necessary easements with the express understanding that if the underground district is subsequently delayed or cancelled, PG&E shall deduct all project-related expenses, including overheads, from the Governmental Body's Electric Rule 20A allocation. If the necessary easement(s) cannot be obtained, the Governmental Body may elect to change the project scope, request redesign of the project to avoid the need for the easement(s), or request that the project be postponed.
- 4) If PG&E is designated as the design/trench lead, PG&E shall prepare the intent drawings, composite drawings and joint trench cost agreement for joint trench construction (costs will be shared by all joint trench participants). If an entity other than PG&E is designated as the design/trench lead, PG&E shall provide electric design to the design/trench lead agency.
- 5) Disclose project impacts to the existing streetlight system.
- 6) If PG&E is designated as the joint trench lead, provide Governmental Body with traffic control plan for PG&E construction pursuant to the California Manual on Uniform Traffic Control Devices (MUTCD) as part of the permit process.
- 7) Identify all locations that require an easement(s) for PG&E, prepare all necessary easement related documents, and with the cooperation of the Governmental Body (as described in item 6 of "Responsibilities of Governmental Body" above), secure easements to the satisfaction of PG&E.
- 8) Once the design process begins, provide a project schedule and cost updates on a quarterly basis to the Governmental Body.
- 9) Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.
- 10) Remove poles, portions of poles, or tenant poles from the underground district as required by the Joint Pole Utility Agreement.
- 11) Provide inspection services for the installation of PG&E facilities.
- 12) Work cooperatively with the Governmental Body concerning contaminated soils and cultural resources.
 - a) Contaminated Soils. In the circumstance where contamination may be a concern, PG&E's Electric Rule 20A funds will be used for core samples to design a project to avoid environmental issues. In the event contamination is encountered that triggers federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work in the affected area until all measures required by law have been completed by the Governmental Body or other party responsible for such contamination.

GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

- b) Cultural Resources. In the circumstance where cultural resources are encountered that trigger federal, state, and/or local laws and regulations which restrict or prohibit further work in the trench, PG&E will suspend work and comply with the appropriate notification requirements.
- 13) Electric Service Panel Conversion: Governmental Body may choose for PG&E to be the lead for the panel conversion. If so, then PG&E will convert the electric service panels to accept underground services. PG&E will have its selected contractor communicate to each property owner / responsible party the plan for the trench and panel locations and reach an agreement with the property owner / responsible party before proceeding with conversion. PG&E will be responsible for any work up to and including the meter. Any additional work needed by the property owner / responsible party will be at owner's / responsible party's costs. PG&E will require its selected contractor to abide by all Governmental Body's applicable laws and regulations.
- 14) Subsurface Equipment: Governmental Body may request that PG&E install equipment subsurface. If PG&E agrees, then the Governmental Body's Electric Rule 20A allocation shall be used for the additional installation costs necessary to complete the subsurface installation. The Governmental Body shall be responsible for paying the appropriate one-time maintenance charge. However, in the event that pad-mounted equipment cannot be installed due to space constraints, the Governmental Body will not be charged the one-time maintenance fee.

The one-time maintenance charge is calculated by multiplying the Estimated Special Facility Cost by a one-time Cost-of-Ownership factor which represents the present worth of estimated operations and maintenance expenses per dollar of facility cost. The Estimated Special Facility Cost will vary depending on the transformer size. The Estimated Special Facility Cost equals the Estimated Non-Standard Special Facility Cost minus the Estimated Standard Facility Cost. The one-time Cost-of-Ownership factor is: ((current monthly Cost-of-Ownership factor x 12 months) x (current Present Worth Factor)). The monthly Cost-of-Ownership factor is stated in Rule 2 of PG&E's tariff. For example, based on the monthly Cost-of-Ownership factor as of January 1, 2018, the one-time maintenance charge would be (((0.53% x 12) x (14.2)) x (Estimated Special Facility Cost)). This is for example purposes only and the formula factors may change over time.



GENERAL CONDITIONS AGREEMENT TO PERFORM WORK PURSUANT TO PG&E ELECTRIC RULE 20A – REPLACEMENT OF OVERHEAD WITH UNDERGROUND ELECTRIC FACILITIES

I have read the above information and understand and agree with the provisions and responsibilities as described above. I understand that this agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. I hereby attest, under penalty of perjury, that I am authorized to enter into this agreement on behalf of the entity indicated below.

Executed this _____ day of _____ 20_____

City/County of:

Governmental Body

PACIFIC GAS AND ELECTRIC COMPANY

Authorized by (Signature)

Authorized by (Signature)

Print Name

Print Name

Title

Title

Mailing Address



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: July 1, 2025

SUBJECT: PUBLIC HEARING: Adopt RESOLUTION Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 1 Operated by Feather River Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 4.42% Rate Increase Resolution for solid waste services related to curbside collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 1, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal, per the Franchise Agreement that took effect April 1, 2017.

Background and Discussion:

PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:

1. *Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 4.42% (residential) and 4.42% (commercial) for solid waste services provided by franchise contractor Feather River Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.*
2. *Enable commentary by the franchise contractor, Feather River Disposal.*
3. *Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.*

4. Consider the adoption of the attached proposed Resolution to Increase Rates by 4.42% (residential) and 4.42% (commercial) for solid waste services provided by franchise contractor Feather River Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.

BACKGROUND:

On March 14, 2025, Solid Waste staff received Feather River Disposal's audited financial statements for the period ending December 31, 2024. Public Works staff reviewed the audited financial statements and subsequently forwarded the documentation to HF&H Consultants. HF&H Consultants reviewed the audited financial statement and concluded that Feather River Disposal, per the Franchise Agreement, was entitled to a fee increase in the amount of 4.42%.

PROPOSED RATE INCREASE SUMMARY FOR FRD:

The cumulative proposed fee increase described above is summarized as follows:

- 4.42% (residential collection) and
- 4.42% (commercial collection)

Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 4.42% rate increase for those services was considered and approved by the Board of Supervisors at the June 10, 2025 Board of Supervisors meeting.

Action:

PUBLIC HEARING: Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 1 Operated by Feather River Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund impact. Solid Waste.

Attachments:

1. RESOLUTION Revised Fee Schedule FRD.
2. Advice from PCIWMTF 2025
3. FRD Curbside Rate Table 2025
4. Prop 218 Notice FRD 2025

RESOLUTION NO. 25-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)

WHEREAS, the Plumas County Board of Supervisors, on July 9, 2024, did adopt Plumas County Resolution No. 24-8932, thus revising the fee schedules for collection, transfer, and related solid waste services for the Franchise Contractor for Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, USA Waste of California, Inc. doing business as Feather River Disposal (FRD) is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

WHEREAS, on _____ 2025, the Franchise Contractor for Service area No.1, mailed notices of a public hearing to _____ () customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

WHEREAS, on _____ 2024, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

WHEREAS, _____ written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 24-8932.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 24-8932, for collection, transfer, and related solid waste services in Franchise Service Area No. 1, effective July 1st, 2025, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.

(b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be \$35.35 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$41.27 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$53.49 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$29.56 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$58.85 each per collection. Each tire shall be charged per collection: \$6.51 [sixteen (16") inches or less]; \$12.57 [more than sixteen (16") inches but less than twenty (20") inches]; \$29.56 [more than twenty (20") inches].

(3) **Residential billing.** Each new residential collection account shall be charged \$12.57 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of \$117.73 for one collection per week; a monthly fee of \$235.12 for two (2) collections per week; a monthly fee of \$353.42 for three (3) collections per week; a monthly fee of \$471.31 for four (4) collections per week; and a monthly fee of \$589.20 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$31.64, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is \$32.71. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$44.47. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$60.92. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following

manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$127.51 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$78.51 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____, 2025, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

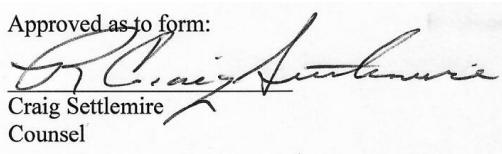
ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Craig Settlemire
Counsel

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**PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)**
1834 East Main Street • Quincy, CA 95971 • (530) 283-6268
John Forno, Chair

MEMORANDUM

Apr. 28, 2025

From: Plumas County Integrated Waste Management Task Force
Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Franchise Areas No. 1 and No. 2
To: Plumas County Board of Supervisors

On Monday, April 28, 2025, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Five (5) Task Force Members were present; therefore, a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

The PCIWMTF recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 4.42% and 4.56% respectively for the Fiscal Year of 2025/2026, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.

Respectfully submitted,


John Forno, Chair, PCIWMTF

EXHIBIT A

Feather River Disposal: Fee Schedule for Collection, Transfer and Related Waste Services - Collection Routes	Current Rates	Adjusted Rate
Description of Service	ALL	Proposed 2025 Rate (Effective July 1, 2025)
Residential Base Rate (Per Month)		
35 gallon waste-wheeler	\$ 29.07	\$ 30.35
64 gallon waste-wheeler	\$ 39.52	\$ 41.27
96 gallon waste-wheeler	\$ 51.23	\$ 53.49
Residential Large Items		
Washer, dryer, standard size refrigerator	\$ 28.30	\$ 29.56
Single bed mattress and similar sized object	\$ 28.30	\$ 29.56
Deep freezer	\$ 56.36	\$ 58.85
Double bed mattress and similar sized objects	\$ 56.36	\$ 58.85
Tire (16" or less)	\$ 6.23	\$ 6.51
Tire (16.1" to 19.9")	\$ 12.04	\$ 12.57
Tire (20" or greater)	\$ 28.30	\$ 29.56
Residential Billing		
New residential collection account startup fee	\$ 12.04	\$ 12.57
Commercial Base Rate		
One CY bin (once a week)	\$ 112.75	\$ 117.73
One CY bin (twice a week)	\$ 225.17	\$ 235.12
One CY bin (three collections a week)	\$ 338.46	\$ 353.42
One CY bin (four collections a week)	\$ 451.36	\$ 471.31
One CY bin (five collections a week)	\$ 564.26	\$ 589.20
Each additional CY per collection	\$ 30.30	\$ 31.64
35 gallon waste-wheeler	\$ 31.32	\$ 32.71
64 gallon waste-wheeler	\$ 42.59	\$ 44.47
96 gallon waste-wheeler	\$ 58.35	\$ 60.92
Bin Delivery Charge	\$ 75.19	\$ 78.51
Special Travel Charge (Not to Exceed) Per Hour	\$ 122.11	\$ 127.51



PUBLIC NOTICE

OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE 10:00 A.M., July 1, 2025

As required annually by the 2017 Franchise Contract between the County and USA Waste of California, Inc., dba Feather River Disposal (FRD), a resolution will be considered by the Board of Supervisors to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by **Feather River Disposal (Solid Waste Franchise Area No. 1)**. The calculated rate increase (**4.42%**) is determined per the terms and conditions of the 2017 Franchise Contract for the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) operated by the franchise contractor USA Waste of California, Inc., dba Feather River Disposal (FRD) serving Franchise Area No. 1.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **4.42%** beginning on July 1, 2025. Commercial solid waste collection fees will increase by **4.42%** beginning on July 1, 2025. These rate changes apply to the area serviced by Feather River Disposal only, not Inter Mountain Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Service District, which have separate (non-county) contracts with Feather River Disposal.

The proposed fee schedule is available for view on the internet at:
<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase. ***If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works, 1834 East Main Street, Quincy CA, before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.***



**PLUMAS COUNTY
SOLID WASTE
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: July 1, 2025

SUBJECT: PUBLIC HEARING: Adopt RESOLUTION Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 2 Operated by InterMountain Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 4.56% Rate Increase Resolution for solid waste services related to curbside collection fees, which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 2, as operated by franchise contractor InterMountain Disposal, per the Franchise Agreement that took effect April 1, 2017.

Background and Discussion:

PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:

1. *Receive a report and recommendations from the Department of Public Works pertaining to a Rate Increase of 4.56% (residential) and 4.56% (commercial) for solid waste services provided by franchise contractor InterMountain Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.*
2. *Enable commentary by the franchise contractor, InterMountain Disposal.*
3. *Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.*
4. *Consider the adoption of the attached proposed Resolution to Increase Rates by 4.56%*

(residential) and 4.56% (commercial) for solid waste services provided by franchise contractor InterMountain Disposal related to collection fees. This Rate adjustment is necessary to cover increased costs for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.

BACKGROUND:

On March 14, 2025, Solid Waste staff received InterMountain Disposal's audited financial statements for the period ending December 31, 2024. Public Works staff reviewed the audited financial statements and subsequently forwarded the documentation to HF&H Consultants. HF&H Consultants reviewed the audited financial statement and concluded that InterMountain Disposal, per the Franchise Agreement, was entitled to a fee increase in the amount of 4.56%.

PROPOSED RATE INCREASE SUMMARY FOR FRD:

The cumulative proposed fee increase described above is summarized as follows:

- 4.56% (residential collection) and
- 4.56% (commercial collection)

Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 4.56% rate increase for those services was considered and approved by the Board of Supervisors at the June 10, 2025 Board of Supervisors meeting.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:

On April 28, 2025, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 4.56% Rate increase to the Board of Supervisors. If adopted, the rate increase would take effect on July 1, 2025.

PUBLIC NOTICE:

On May 17, 2025, the franchise contractor, InterMountain Disposal, mailed notices of a public hearing to customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

Action:

PUBLIC HEARING: Adopt **RESOLUTION** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 2 Operated by InterMountain Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund impact. Solid Waste.

Attachments:

1. IMD Curbside Rate Table 2025
2. Advice from PCIWMTF 2025
3. RESOLUTION Fee Sched. IMD
4. Prop 218 Notice IMD 2025

EXHIBIT A

InterMountain Disposal: Fee Schedule for Collection, Transfer and Related Waste Services - Collection Routes	Current Rates	Adjusted Rate
Description of Service	All	Proposed Rate (Effective July 1, 2025)
Residential Base Rate (per month)		
35 Gallon Waste Wheeler	\$30.89	\$ 32.30
64 Gallon Waste Wheeler	\$39.39	\$ 41.19
96 Gallon Waste Wheeler	\$46.60	\$ 48.72
Residential Large Items		
Washer, dryer, standard fridge, single mattress	\$25.14	\$ 26.29
Deep freezer, double mattress	\$50.11	\$ 52.40
Tire 16" or less	\$5.20	\$ 5.44
Tire 16.1" to 20"	\$10.66	\$ 11.15
Tire 20" or more	\$25.14	\$ 26.29
Residential Account Start-Up Fee	\$10.66	\$ 11.15
Commercial Base Rate		
One CY Bin (once per week)	\$111.92	\$ 117.02
One CY Bin (twice per week)	\$223.83	\$ 234.04
One CY Bin (three times per week)	\$335.74	\$ 351.05
One CY Bin (four times per week)	\$447.65	\$ 468.06
One CY Bin (five times per week)	\$559.57	\$ 585.09
Each additional CY per collection	\$30.06	\$ 31.43
35 Gallon Waste Wheeler	\$38.50	\$ 40.26
64 Gallon Waste Wheeler	\$46.60	\$ 48.72
96 gallon waste wheeler	\$52.19	\$ 54.57
Special travel charge (not to exceed) per hour	\$116.75	\$ 122.07
Bin delivery charge	\$71.83	\$ 75.11



**PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)**
1834 East Main Street • Quincy, CA 95971 • (530) 283-6268
John Forno, Chair

MEMORANDUM

Apr. 28, 2025

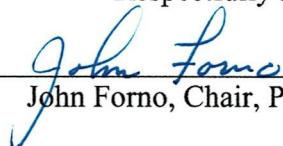
From: Plumas County Integrated Waste Management Task Force
Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Franchise Areas No. 1 and No. 2
To: Plumas County Board of Supervisors

On Monday, April 28, 2025, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Five (5) Task Force Members were present; therefore, a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

The PCIWMTF recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 4.42% and 4.56% respectively for the Fiscal Year of 2025/2026, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.

Respectfully submitted,


John Forno, Chair, PCIWMTF

RESOLUTION NO. 25-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL)

WHEREAS, the Plumas County Board of Supervisors, on July 9, 2024, did adopt Plumas County Resolution No. 24-8933, thus revising the fee schedules for collection, transfer, and related solid waste services for the Franchise Contractor for Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, InterMountain Disposal (IMD) is the solid waste franchise contractor for Franchise Service Area No. 2, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

WHEREAS, on _____, 2025, the Franchise Contractor for Service area No. 2, mailed notices of a public hearing to _____ (____) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

WHEREAS, on _____, 2025, a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

WHEREAS, _____ (____) written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 24-8933.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 24-8933, for collection, transfer and related solid waste services in Franchise Service Area No. 2, effective July 1, 2025, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 2, as defined in the County Solid Waste Management Plan.

- (b) **Collection fees.** The base rate for collection, as described below and shown on attached

Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be \$32.30 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$41.19 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$48.72 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$26.29 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$52.40 each per collection. Each tire shall be charged per collection: \$5.44 [sixteen (16") inches or less]; \$11.15 [more than sixteen (16") inches but less than twenty (20") inches]; \$26.29 [more than twenty (20") inches].

(3) **Residential billing.** Each new residential collection account shall be charged \$11.15 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of \$117.02 for one collection per week; a monthly fee of \$234.04 for two (2) collections per week; a monthly fee of \$351.05 for three (3) collections per week; a monthly fee of \$468.06 for four (4) collections per week; and a monthly fee of \$585.09 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$31.43, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is \$40.26. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$48.72. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$54.57. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area,

or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$122.07 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

- (d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$75.11 shall be charged to cover the round-trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.
- (e) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the _____ day of _____ 2025, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

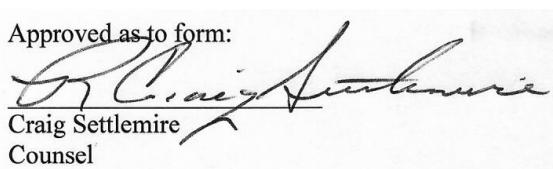
ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Craig Settlemire
Craig Settlemire
Counsel

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PUBLIC NOTICE

OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., July 1, 2025

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by **InterMountain Disposal (Solid Waste Franchise Area No. 2)**. The calculated rate increase (**4.56%**) is determined per the terms and conditions of the 2017 Franchise Contract for the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) operated by the franchise contractor InterMountain Disposal (IMD) serving Franchise Area No. 2.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **4.56%** beginning on July 1, 2025.

Commercial solid waste collection fees will increase by **4.56%** beginning on July 1, 2025. These rate changes apply to the area serviced by Intermountain Disposal only, not Feather River Disposal. This resolution will not affect property owners within the City of Portola. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:

<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works, 1834 East Main Street, Quincy CA, before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, County Counsel

MEETING DATE: July 1, 2025

SUBJECT: CONTINUED FROM JUNE 17, 2025: Approve and authorize Chair to sign an agreement between Plumas County and PG & E to grant utility distribution easement to construct electric infrastructure to serve the Town of Greenville and its residents which will impact APN 110-062-008, 110-110-010, and 110-062-117; effective June 17, 2025; approved as to form by County Counsel; discussion and possible action.

Recommendation:

CONTINUED FROM JUNE 17, 2025: Approve and authorize Chair to sign an agreement between Plumas County and PG & E to grant utility distribution easement to construct electric infrastructure to serve the Town of Greenville and its residents, which will impact APN 110-062-008, 110-110-010, and 110-062-117; effective June 17, 2025; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

PG&E is requesting a utility distribution easement to construct electric infrastructure to serve the Town of Greenville and its residents. By granting underground utility rights, you will be reducing the risk of catastrophic fires from happening in the future. A Pad Mounted Transformer with bollards will be installed in the requested utility distribution easement area of the property. The Pad Mounted Transformer and easement area will be accessible for routine maintenance and inspection. Restoration of the trench path will be completed at the end of the project and comply with County Road Restoration Requirements.

Action:

CONTINUED FROM JUNE 17, 2025: Approve and authorize Chair to sign an agreement between Plumas County and PG & E to grant utility distribution easement to construct electric infrastructure to serve the Town of Greenville and its residents which will impact APN 110-062-008, 110-110-010, and 110-062-117; effective June 17, 2025; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Item No. 4.B

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2126-09-10094

EASEMENT DEED

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

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, install, replace (of initial or any other size), remove, maintain, inspect and use facilities of the type hereinafter specified, together with a right of way therefor, on, and under the easement areas as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the unincorporated area of the County of Plumas, State of California, described as follows:

(APN 110-062-008, 110-110-010, 110-110-017)

Three parcels of land (a) the first described and designated Parcel 1 in the deed from Bruce Scotchler Bidwell and others to the County of Plumas dated September 14, 1962 and recorded in Volume 159 of Official Records at page 1468, Plumas County Records; (b) the second described in the deed from First Western Bank and Trust Company to the County of Plumas dated September 5, 1961 and recorded in Volume 153 of Official Records at page 161, Plumas County Records; and (c) and the third conveyed by Priscilla M. Hilton to the County of Plumas by deed dated July 23, 1975 and recorded in Volume 244 at page 542, Plumas County Records.

The facilities and easement areas are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes; and such devices and equipment with suitable concrete pads and adequate protection therefor as Grantee may from time to time deem necessary for transforming electric energy; all to be located within the parcels of land outlined by heavy dashed lines as shown upon Grantees Drawing No. L-26-09-03, labeled EXHIBIT "A" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement areas, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement areas which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement areas as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor also grants to Grantee the right to excavate, grade, and level the ground, including the right to construct, reconstruct, replace (of initial size or any other size), remove, maintain, and inspect walls to maintain the graded slopes for the protection of Grantee's public utility facilities located within the easement areas, together with the right to construct and maintain drainage facilities and other appurtenances in connection with the walls.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement areas, or diminish or substantially add to the ground level within said easement areas, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor also grants to Grantee the right to install, maintain, and use aboveground facilities and equipment including, but not limited to cabinets, boxes, a pole-mounted antennae, and other appurtenances ("Aboveground Communication Facilities") at the location(s) within the easement areas as shown on EXHIBIT "A" for the purpose of transmitting and receiving data to remotely monitor, control, and operate equipment associated with the electric facilities, and the right to install, maintain, and use additional Aboveground Communication Facilities in the future at other location(s) within the easement areas that will not materially interfere with Grantor's use of said lands; together with the right to energize and install adequate protection for the Aboveground Communication Facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement areas including ingress thereto and egress therefrom.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee to Section 8730 (c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

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

By _____

KEVIN BOSS CHAIRMAN

Print name and title

By _____

Print name and title

I hereby certify that a resolution was adopted
on the _____ day of _____, 20____, by the
authorizing the foregoing grant of easement.

By _____

Attach to LD: 2126-09-10094

Area: 6

Land Service Office: Sacramento

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 21.26.09.03.21

PG&E Drawing Number: L-26-09-03

LD of any affected documents: n/a

LD of any Cross-referenced documents: n/a

Plat No.: K49, K4914

Type of interest: Electric Underground (4), Communications (6)

Order: 35378609

County: Plumas

Prepared By: H2HX

Checked By: MVH9

Approved By: EKF2

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Plumas) ss.

On _____ before me, ALLEN HISKEY, Clerk of the Board of Supervisors of the County of Plumas, State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

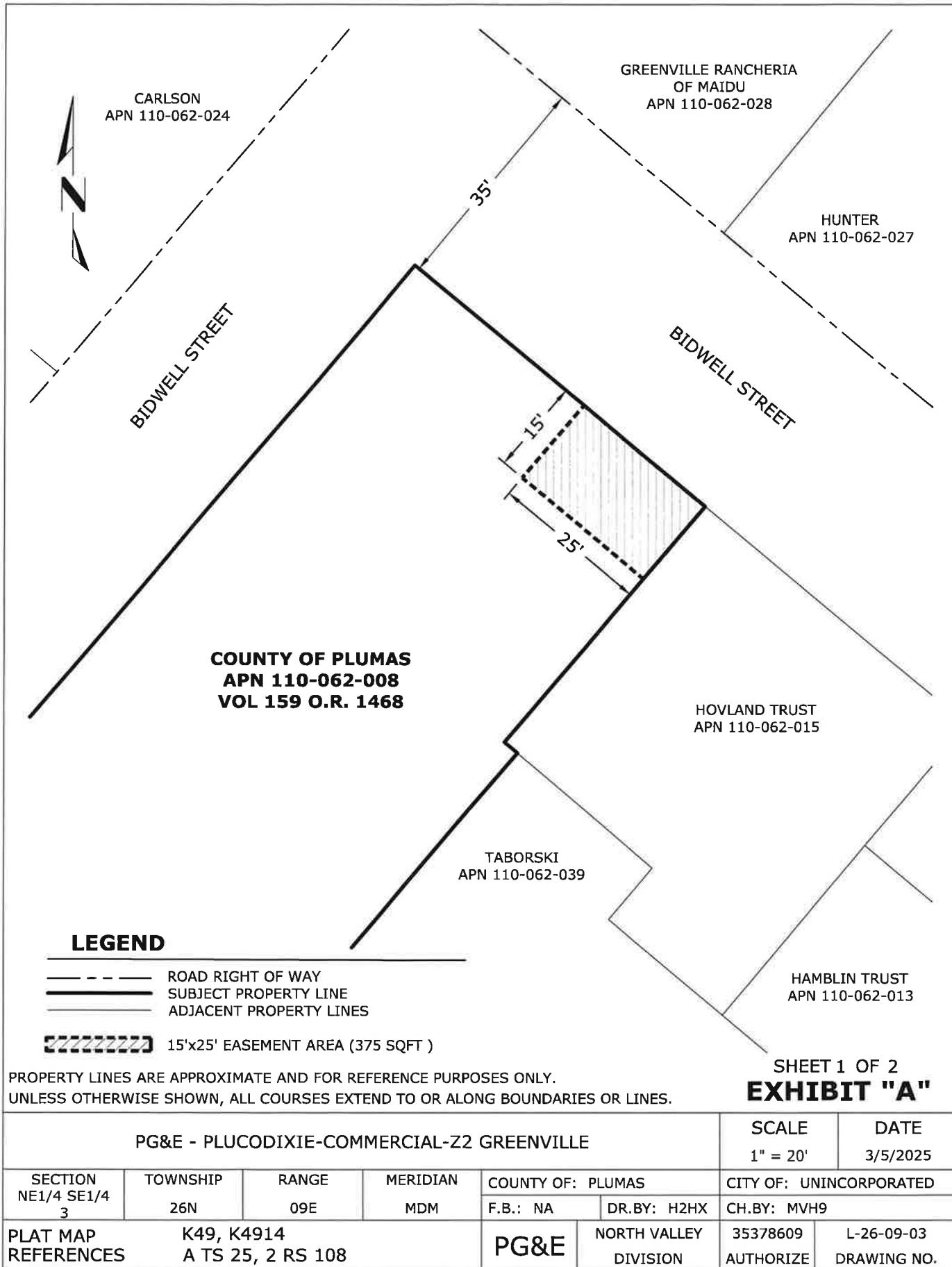
WITNESS my hand and official seal.

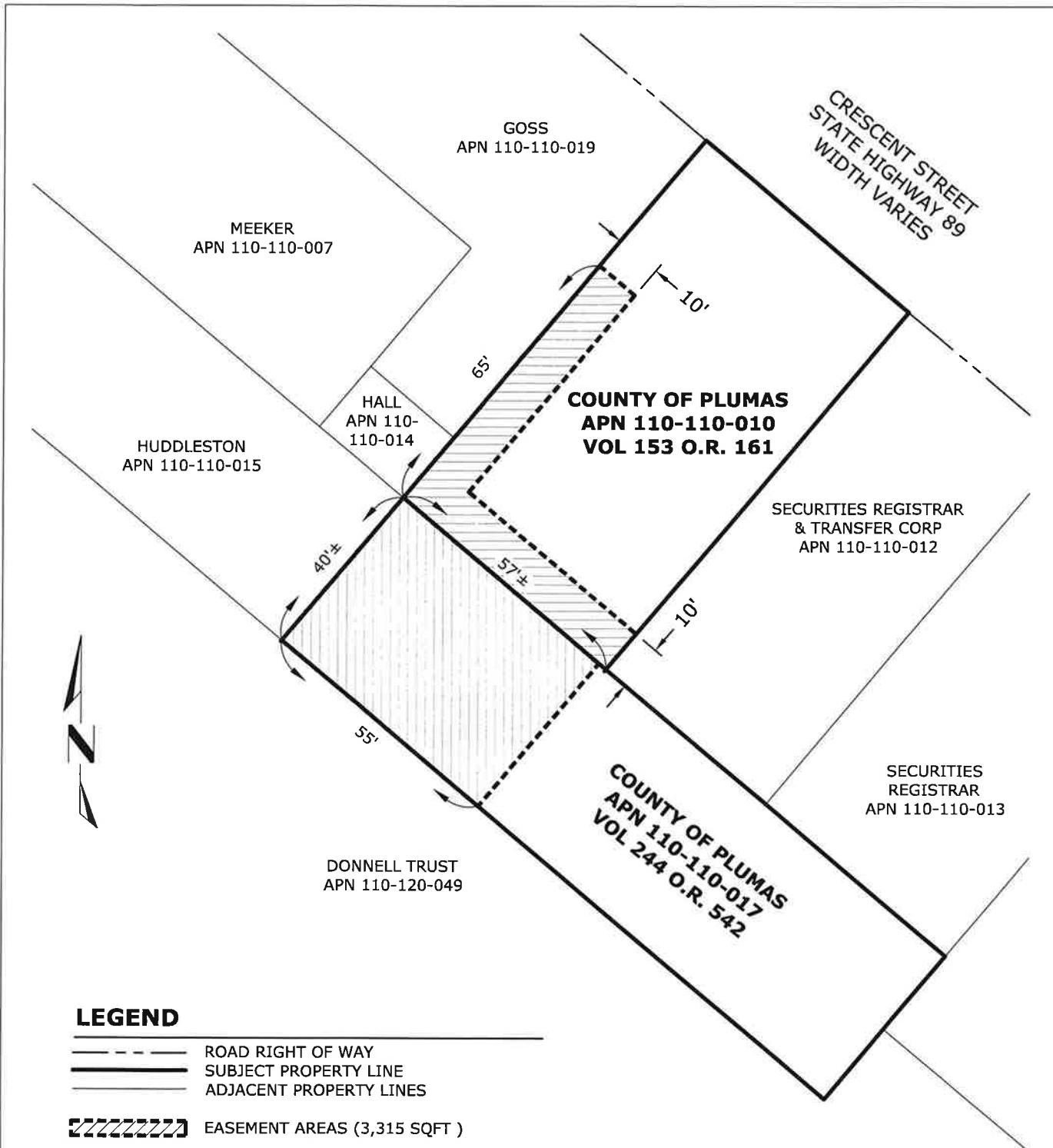
ALLEN HISKEY, Clerk of the Board of Supervisors of the County of Plumas,
State of California.

By _____

[S E A L]

Legal Reference:
Civil Code sections 1181, 1184, 1185, 1188, 1189





LEGEND

- — — ROAD RIGHT OF WAY
- — — SUBJECT PROPERTY LINE
- — — ADJACENT PROPERTY LINES
- EASEMENT AREAS (3,315 SQFT)

SHEET 2 OF 2
EXHIBIT "A"

PG&E - PLUCODIXIE-COMMERCIAL-Z2 GREENVILLE					SCALE 1" = 30'	DATE 3/5/2025
SECTION NE1/4 SE1/4 3	TOWNSHIP 26N	RANGE 09E	MERIDIAN MDM	COUNTY OF: PLUMAS	CITY OF: UNINCORPORATED	
				F.B.: NA	DR.BY: H2HX	CH.BY: MVH9
PLAT MAP REFERENCES K49, K4914 A TS 25			PG&E	NORTH VALLEY DIVISION		35378609 AUTHORIZE L-26-09-03 DRAWING NO.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, County Counsel

MEETING DATE: July 1, 2025

SUBJECT: Information and determination regarding the appointment of a new Sheriff due to retirement; Board to choose the methodology in which the appointment will be made; discussion and possible action.

Recommendation:

Information and determination regarding the appointment of a new Sheriff due to retirement; Board to choose the methodology in which the appointment will be made; discussion and possible action.

Background and Discussion:

Until a new Sheriff is appointed, Cal Gov Code 24105 provides that the undersheriff shall temporarily discharge the duties of the sheriff in the event of a vacancy. This provision does not require the Board of Supervisors to appoint the undersheriff to permanently fill the position. The undersheriff's role is limited to temporarily performing the duties of the office until the vacancy is filled in accordance with the law.

Therefore, if no new sheriff is appointed prior to the current Sheriff's resignation, the undersheriff would function as Sheriff until a new sheriff is appointed.

In order to fill the vacancy of the sheriff's office, Government Code § 25304 states that the Board of Supervisors shall fill by appointment all vacancies that occur in any office filled by the appointment of the board and elective county officers, except judges of the superior court and supervisors. The appointee shall hold office for the unexpired term or until the first Monday after January 1st succeeding the next general election. This means that any appointed sheriff would serve until 2028 pursuant to AB 759 which explicitly states that "the next election for that office shall occur at the 2028 presidential primary," instead of the gubernatorial election.

The decision the Board must make is the method of appointment for the Sheriff's Office. Two common methods is for the Board to simply appoint a logical successor, or to hold interviews and to select from the interviewees.

The Office will come up for election as normal in 2028.

Important to note that the Board does not have the ability to refuse to appoint a new sheriff and then call for a special election.

Action:

Information and determination regarding the appointment of a new Sheriff due to retirement; Board to choose the methodology in which the appointment will be made; discussion and possible action.

Fiscal Impact:

N/A

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mimi Hall, Supervisor - District 4, Vice-Chair
Kevin Goss, Supervisor - District 2, Chair

MEETING DATE: July 1, 2025

SUBJECT: Fines and fees paid by Plumas County Departments: discussion only.

Recommendation:

Fines and fees paid by Plumas County Departments: discussion only.

Background and Discussion:

Fines and fees paid by Plumas County Departments: discussion only.

Action:

Fines and fees paid by Plumas County Departments: discussion only.

Fiscal Impact:

Fines and fees paid by Plumas County Departments: discussion only.

Attachments:

1. Item No. 4.C.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

Phone: (530) 283-6307 FAX: (530) 283-6045

Sharon Sousa, LMFT, Director



1-28-2025

Richard C Foster

a29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on 1-13-2025

Dear Mr. Foster,

I am writing in response to the above-referenced Public Records Act request, which was received by the Behavioral Health Department on 1-13-2025. The Behavioral Health Department is reviewing your request and seeking responsive records. Pursuant to Government Code section 7922.535 the County will need an extension of time to prepare its initial response.

Please note PRA requests are limited to records maintained in the normal course of business by the County and records that are in the County's custody, control and access.

Please also note we will not produce records that are privileged or otherwise exempt from disclosure. This includes documents pertaining to the attorney-client privilege, attorney work product, official information privileges, and [election-related exemptions falling under Government Code section 7929.000 and 7922.000]. If we determine any of these exemptions apply, we will inform you of those specific determinations.

This extension is due to the need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.

We will provide a determination on your request on or before February 14, 2025. Nothing in this letter should be construed as a representation that the County has all of the records requested, or that such records (if they exist) are subject to public disclosure.

Very truly yours,

Kyle Hardee
Administrative Services Officer
Plumas County Behavioral Health

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

Phone: (530) 283-6307 FAX: (530) 283-6045

Sharon Sousa, LMFT, Director



2-18-2025

Richard C Foster
a29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on 1-13-2025

Dear Mr. Foster

This letter responds to the California Public Records Act request that you sent to Plumas County Behavioral Health Department which is referenced above. The request seeks the following records:

The amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

The Plumas County Behavioral Health Department has identified responsive records. A spreadsheet summarizing duplicated late fees is provided.

The records will be made available for inspection by 2-18-25. If you would like to obtain printed copies of the requested records, you will be required to pay the County's copy charge of \$1.00 per page (8 1/2 by 11) in accordance with Government Code Section 7922.530(a).

Please contact Kyle Hardee, at (530) 283-6307 ext 7011005 to make an appointment for the inspection of the records at which time you may indicate those records you would like to have copied.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Kyle Hardee".

Kyle Hardee
Administrative Services Officer
Behavioral Health

	2020	2021	2022	2023	2024	
Jan	\$ 22.80		\$ 18.00	\$ 32.80	\$ 32.80	
Feb	\$ 13.80		\$ 22.80	\$ 14.00	\$ 32.80	
Mar	\$ 13.80			\$ 18.80	\$ 32.80	
Apr	\$ 9.00		\$ 18.00	\$ 14.00	\$ 32.80	
May	\$ 9.00	\$ 9.00	\$ 13.80	\$ 18.80	\$ 32.80	
Jun	\$ 22.80		\$ 9.00	\$ 14.00	\$ 4.80	
Jul	\$ 18.00		\$ 9.00	\$ 28.00	\$ 28.00	
Aug	\$ 13.80	\$ 13.80	\$ 27.00	\$ 32.80	\$ 28.00	
Sep	\$ 22.80	\$ 22.80	\$ 14.00	\$ 28.00	\$ 28.00	
Oct	\$ 9.00			\$ 32.80	\$ 28.00	
Nov	\$ 13.80	\$ 22.80	\$ 28.00	\$ 32.80	\$ 28.00	
Dec	\$ 22.80	\$ 13.80	\$ 32.80	\$ 32.80	\$ 28.00	
	\$ 191.40	\$ 82.20	\$ 192.40	\$ 299.60	\$ 336.80	\$ 1,102.40

148.8

	2020	2021	2022	2023	2024
Jan					
Feb					
Mar					
Apr					
May		\$ 18.00			
Jun					
Jul	\$ 27.00				
Aug	\$ 27.00				
Sep	\$ 27.00				
Oct	\$ 18.00				
Nov	\$ 18.00				
Dec	\$ 27.00				
	\$ 144.00	\$ 18.00	\$ -	\$ -	\$ 162.00

148.8

Total Late Fees

	2020	2021	2022	2023	2024
AT&T					
Annex Panic Alarm	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Frontier					
Chester Wellness Ctr	\$ 191.40	\$ 82.20	\$ 192.40	\$ 299.60	\$ 336.80
Greenville Wellness Ctr	\$ 144.00	\$ 18.00	\$ -	\$ -	\$ -
Great American Financial (Copiers)					
	\$ -	\$ -	\$ 59.57	\$ 357.42	\$ 404.23
DHCS Disallowables					
	524.15	214.24	809.16	4874.88	0



PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street
Quincy, CA 95971

voice (530) 283-7011
fax (530) 283-6134

01-16-2025

Robert Foster
a29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on 01-13-2025

Dear Mr. Foster

This letter responds to the California Public Records Act request that you sent to Plumas County Building Department which is referenced above. The request seeks the following records:

"I would like your department to submit to me the amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024) "

Plumas County Building Department staff have been unable to locate records responsive to your request.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Sidney-Lyn McIntosh".

Sidney-Lyn McIntosh, Permit Technician
County Agency

PLUMAS COUNTY CLERK-RECORDER
Registrar of Voters (530) 283-6256



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 * Fax: (530) 283-6155

Marcy DeMartile
Clerk – Recorder / Registrar of Voters
marcydemartile@countyofplumas.com

Julie Hagwood, Assistant
juliehagwood@countyofplumas.com

January 15, 2025

Richard Foster
a29adriver@gmail.com

Re: Public Records Request Received on
January 13, 2025 8:05 pm via email

Dear Mr. Foster:

This correspondence responds to the California Public Records Act request that you emailed to the Plumas County Clerk-Recorder – Registrar of Voter’s office on January 14, 2025. The request seeks the following records:

Request No. 1: “The amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

I am not requesting a new document be prepared of these fines, a copy of the fine itself or a copy of the payment of the fine or a list of the fines with no documentation will suffice.”

Response to No. 1: Plumas County Clerk-Recorder/Elections Departments do not have records responsive to your request.

Please contact the undersigned should you have any further questions or comments concerning the foregoing.

Sincerely,

Marcy DeMartile

Marcy DeMartile
Plumas County Clerk-Recorder/Registrar of Voters

cc: County Counsel, Plumas County



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240

JOSHUA BRECHTEL
INTERIM COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

January 14, 2025

Richard C. Foster
A29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on January 14, 2025

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to Plumas County Counsel, which is referenced above. The request seeks the following records:

...the amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

Plumas County Counsel staff has been unable to locate records responsive to your request.

Very truly yours,

Handwritten signature of Joshua Brechtel in blue ink.

Joshua Brechtel, Interim County Counsel
Plumas County Counsel



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240

JOSHUA BRECHTEL
INTERIM COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

January 14, 2025

Richard C. Foster
A29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on January 14, 2025

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to Plumas County Counsel, which is referenced above. The request seeks the following records:

...the amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

Plumas County Counsel staff has been unable to locate records responsive to your request.

Very truly yours,


Joshua Brechtel, Interim County Counsel
Plumas County Counsel



Richard Foster <a29adriver@gmail.com>

RE: Public Records Act Request

1 message

Hollister, David <DavidHollister@countyofplumas.com>
To: Richard Foster <a29adriver@gmail.com>

Wed, Jan 15, 2025 at 9:59 AM

Dear Mr. Foster-

Thank you for your request under the California Public Records Act (CPRA).

The CPRA does not require new records be created but, rather, controls disclosure of **existing** records (*Sander v. State Bar of California* (2013) 58 Cal.4th 300, emphasis mine).

However, the letter and spirit of the CPRA also requires the public entity to assist the requestor with their inquiry (GC 6253.1, now 7922.600 eff. 01/01/2020); *San Diegans for Open Gov't v. City of San Diego* (2016) 247 CA4th 1306).

It is this latter tenet upon which we have always operated and do so now.

We have searched both DA and ASP (Alternative Sentencing Accounts) for any situation where there has been a "fine(s), return(s) of funds or other fee(s) levied against" the DA's office due to not meeting a deadline, timeline, rule, regulation or law. We have expanded your request to also include any fines or penalties levied against the DA's office by the court in any case in which we were a party. We have reviewed the last 4 years as well as the nine years before that (going back to 2011).

Since 2011 there have been **no** fines, funds returned or fees, or penalties levied by a court against the DA's Office due to not meeting a deadline, timeline, rule, regulation or law.

Again, thank you for your request.

Please do not hesitate to contact me should you have questions or need additional information.

Respectfully yours,



David Hollister

District Attorney

Plumas County

520 Main Street, Room 404

Quincy, California 95971

(530) 283-6303



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

January 22, 2025

Richard Foster
A29adriver@gmail.com

Re: Your Public Records Act Request, Received on January 13, 2025

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to Plumas County Environmental Health, which is referenced above.

The request seeks the following records on the department of Plumas County Environmental Health: "I would like your department to submit to me the amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)".

Plumas County Environmental Health staff has been unable to locate records responsive to your request.

If you have any questions or comments, please contact this office at 530-283-6355.

Very truly yours,



Rob Robinette, Director
Plumas County Environmental Health

cc: K. Rogers, Plumas County Counsel



County of Plumas

Facility Services & Airports

198 Andy's Way
Quincy CA 95971



Nick Collin
Director

Phone: 530-283-6299
Fax: 530-283-6103

January 15, 2025

Richard C. Foster
a29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on January 13, 2025

Dear Mr. Foster

This letter responds to the California Public Records Act request that you sent to Nick Collin, Director of Plumas County Facility Services & Airports, which is referenced above. The request seeks the following records: submit to me the amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

Facility Services & Airports staff has been unable to locate records responsive to your request.

Very truly yours,



Nick Collin
Director
Plumas County Facility Services & Airports



204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431
johnsteffanic@countyofplumas.com www.plumas-sierracountyfair.net

January 15, 2025

Richard C. Foster
a29adriver@gmail.com

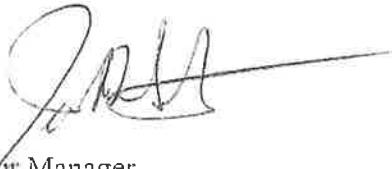
Re: Your Public Records Act Request, Which Was Received on January 13, 2025

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to the Plumas Sierra County Fair, which is referenced above. The request seeks the following records: the amount of any fines, returns of funds or other fees that were levied against the Plumas Sierra County Fair in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

The Plumas Sierra County Fair has been unable to locate records responsive to your request.

Very truly yours,


John Steffanic, Fair Manager
County Agency

Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Greg Ellingson, Director of Information Technology
Phone: (530) 283-6336



2.10.25

Mr. Richard Foster
a29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on January 13, 2025.

Dear Mr. Foster

This letter responds to the California Public Records Act request that you sent to Greg Ellingson, which is referenced above. The request seeks the following records: the amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024).

Plumas County Information Technology staff has been unable to locate records responsive to your request.

Very truly yours,

Greg Ellingson,
Director of Information Technology
Plumas County Information Technology

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



*Dora Mitchell
County Librarian*

1/21/2025

Richard C. Foster
a29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on Jan. 13, 2025

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to the Plumas County Library, which is referenced above. The request seeks the following records: the amount of any fines, returns of funds or other fees that were levied against the Plumas County Library in the last four years, due to not meeting a deadline, timeline, rule, regulation or law.

Library staff has been unable to locate records responsive to your request.

Very truly yours,

Dora Mitchell
Dora Mitchell, County Librarian
Plumas County Library



Richard Foster <a29adriver@gmail.com>

RE: Public Records Act Request

1 message

Russell, Paul <PaulRussell@countyofplumas.com>
To: Richard Foster <a29adriver@gmail.com>

Tue, Feb 11, 2025 at 2:25 PM

Richard –

The only fines, return of funds, or other fees levied against the Museum Department in the time of 2020 – 2024 were late fees and penalties from American Valley Community Services District and Farrell Gas.. During this period the late fees assessed by Farrell Gas amounted to between \$1.34 and \$1.84 per year, while the late fees/penalties for American Valley CSD were substantially higher (especially in the years 2022-2023 when County bills consistently seemed to be sent out late or not paid in full). January 2022 – December 2022 seems to be \$70.63, while January 2023 – December 2023 seems to be 50.69. A payment of \$50.69 In January 2024 brought the balance down to zero and no late fees/penalties have occurred since (I also started having that bill processed by the county on a 3-day rush to avoid such fees).

Attached are pdfs showing the late fees/penalties for American Valley CSD for 2020 – 2024 and a detail of the payments for Jan – Dec. 2023 – showing that \$50.69.

Paul Russell, Director

Plumas County Museum

From: Richard Foster <a29adriver@gmail.com>
Sent: Sunday, February 9, 2025 12:40 PM
To: Russell, Paul <PaulRussell@countyofplumas.com>
Subject: Fwd: Public Records Act Request

You don't often get email from a29adriver@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.

----- Forwarded message -----

From: **Richard Foster** <a29adriver@gmail.com>
Date: Mon, Jan 13, 2025 at 8:06 PM
Subject: Public Records Act Request
To: <paulrussell@countyofplumas.com>

I sent a PRA request on Jan 13, 2025 and as of yet have not received a reply from your department.

<https://mail.google.com/mail/u/0/?ik=b2ab0ddd35&view=pt&search=all&permthid=thread-a:r7083303239379748297%7Cmsg-f:182380157569584392>

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PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

2.10.25

Richard C. Foster
a29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on January 13, 2025

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to the Department of Plumas County Public Health Agency which is referenced above. The request seeks the following records:

1. Fines, Return of Funds, and Other Fees levied against the Public Health Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Through December 2024)
2. It is noted that a copy of the fine itself, a copy of the payment of the fine, or a list of the fines with no documentation will suffice.

Plumas County Public Health Agency has not had fines or other fees levied against the Public Health Department in the last four years.

Plumas County Public Health Agency has had one return of funds over the last four years to the California Department of Public Health in the amount of \$55,831.42 in October 18, 2024. This return was due to an audit finding from the Office Of Aids regarding our Ryan White Part B program. This grant required a time tracking system in place to validate personal charges made to the grant. Due to the agency operating without such a system, all personal costs were returned. Fortunately, we have since implemented the appropriate time tracking throughout the agency to prevent future penalties.

Very truly yours,

 M. Reiner, Director of Plumas County Public Health Agency



530-283-6337 OFFICE
530-283-6425 FAX



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

**ACTION NOTICE
RECOVERY FOR THE HIV CARE PROGRAM**

Date: August 19, 2024

To: Nicole Reinert, Director of Public Health
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

Grant Number:	18-10881
Period Audited:	2022-2023
Recovery Amount Due:	\$55,831.42
Date Recovery Due:	October 18, 2024

Federal Funds	Federal Title XIX	State Funds	Non-enhanced Funds 50/50	Enhanced Funds 75/25
\$55,831.42	—	—	—	—

SEND RECOVERY TO:

By U.S. Postal Service	By Courier
Sean Abucay, Section Chief California Department of Public Health Office of AIDS M.S. 7700 P.O. Box 997426 Sacramento, CA 95899-7426	Sean Abucay, Section Chief California Department of Public Health Office of AIDS M.S. 7700 1616 Capital Avenue Sacramento, CA 95814-5052

APPROVED BY:

Sean Abucay

Sean Abucay, Chief, HIV Care Program Section

TO BE COMPLETED BY ACCOUNTING ONLY

DATE NOTICE ISSUED TO CONTRACTOR:

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
Robert Thorman, P.E., Director Joe Blackwell, Deputy Director



January 22, 2025

Richard Foster
A29adriver@gmail.com

Re: Your Public Records Act Request, Which Was Received on January 13, 2025

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to the Public Works Department, which is referenced above. The request seeks the following records:

“...amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024).”

Public Works staff has been unable to locate records responsive to your request.

Sincerely,

A blue ink signature of Robert Thorman, P.E.

Robert Thorman, P.E.
Director, Public Works

cc: Kristina Rogers, County Counsel Office



OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

Todd Johns
SHERIFF CORONER

February 18, 2025

Richard C. Foster
a29adriver@gmail.com

Re: Public Records Request received on January 13, 2025 via email

Dear Foster,

I am writing in response to the above referenced California Public Records Act request, which was received by Sheriff Todd Johns of the Plumas County Sheriff's Office via email on January 13, 2025. The request seeks the following records:

"amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)"

The Plumas County Sheriff's Office staff has been unable to locate responsive records to your request.

Please contact the undersigned for any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "CHAD HERMANN".

Chad Hermann
Undersheriff
ht//



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971
(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

LAURA ATKINS
DIRECTOR

January 21, 2025

Richard C. Foster
a29adriver@gmail.com

Re: The Public Records Act Request, as received on January 14, 2025.

Dear Mr. Foster,

This letter responds to the California Public Records Act request that you sent to the Plumas County Department of Social Services, which is referenced above.

The request seeks the following records: *the amount of any fines, returns of funds or other fees you are aware of that were levied against your department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024.*

In response to your line of inquiry, please find the following.

1. Plumas County Social Services does not have any record of fines, returns of funds, fees or levies against the department during the span of time from January 2020 through December 2024, from not meeting deadlines, timeline, rule, regulation or law. Thus, no records can be provided to this effect.

Social Services staff have been unable to locate records responsive to your request.

Thank you for your inquiry. This letter concludes with the matter at hand.

Respectfully,

Laura Atkins
Social Services Director
Plumas County Dept. of Social Services

2023-2024 Interest Income due to FRC on Investments

July 8, 2024	Emailed County to get ETA of 4th quarter interest. Was told it the admin fee needed to be calculated and staff would start on it and it would likely be 2 weeks.
July 23, 2024	Asked for an update and was told the County was gathering the information for the calculation.
August 7, 2024	Asked for an update and was told the Treasurer had started calculating the Admin Fee that week.
August 26, 2024	Asked for an update and was told on 8/28/24 that the admin fee needed to be finished and then all interest would be apportioned. The Treasurer was hoping it would be done by the end of the week.
September 3, 2024	Asked for an update and was told the Treasurer was aware of my need for the interest calculation and is continuing to work on the figures. I was told I would be the first to know when it is posted.
September 16, 2024	As of today we still don't have 4th quarter interest. This is a continued problem, we didn't receive any interest for 22/23 until Oct 2023.

IRS Penalties and Interest on Federal Income Tax payments not made

July 2023	In July 2023, FRC experienced technical difficulties and did not meet the County's deadline for payroll. We worked with the County, they accepted our checks and payments, and told us they were completed.
April 2024	We were notified by the IRS that the County failed to pay the payroll taxes associated with our July 2023 month end payroll and that those taxes, along with penalties and interest, were due.
April 2024	The County paid the delinquent taxes. They also paid, out of their own funds, \$8,266.78 in interest/penalties. Included on the IRS notice was over \$33,000 in penalties that we needed an explanation for before asking the County to pay (and absorb).
July 2024	After much effort in trying to contact and communicate with the IRS, we learned that the \$33,000 was a "federal tax deposit penalty" which was separate from the other penalties assessed on our account. I requested that the County make that payment.
August 2024	We received another notice that the penalties had not yet been paid and asked that the County make the payment.
September 2024	As of 9/10/24, the \$33,000 had not been paid and had accrued interest and now totaled more than \$35,000.
September 2024	On 9/11/24, the County paid \$34,503.62 in outstanding penalties leaving FRC to forfeit a \$529.14 credit applied to the outstanding penalties. The Auditor would like to discuss the credit at a later time.

Audit Findings Notice to Plumas County Board of Supervisors

February 4, 2025
Feather River College

I was directed by the FRC Board of Trustees to communicate with the Plumas County Board of Supervisors that external auditors found two repeat issues of FRC finances under the control of the Plumas County Treasurer: (1) FRC not receiving investment income from the County Treasury within the deadline for Federal/State reporting, and (2) failure to pay required IRS and unemployment taxes from the County Treasury. This is the second year of these repeat findings.

With this repeat audit finding, I want to be clear that FRC is not interested in pointing fingers, nor is FRC interested in assigning blame. We have been trying to work proactively to solve the problem of missing investment interest income and late payments. FRC will continue to work with the office to solve the problem. My only goal here is to make the Board of Supervisors aware that FRC now has a two-year repeat audit finding due to circumstances beyond the control of FRC, with our suggestions for a solution below.

Finding 1 from CWDL Auditors

Condition: “During our testing of interest revenues, we noted that the District had not received its quarterly interest revenue from the county Treasury in a timely manner.”

Effect: “The County’s failure to apportion interest quarterly, as required by the Plumas County Investment Policy and Guidelines, has the potential for material misstatement of revenue and receivables based on unknown figures related to the ongoing delinquency of interest apportionment.”

To be clear, FRC did receive Q4 interest payments, it was after FRC had closed the books at the end of the fiscal year and started the auditing process.

Finding 2 from CWDL Auditors

Condition: “During our review of internal controls over cash disbursement, we became aware of instances where paychecks were returned due to processing issues between the County and their bank. We also found instances of unemployment taxes and IRS payments not remitted in a timely manner causing the district to incur the late fees and interest.

Effect: “The District incurred various penalties and interest expenses related to these issues. Total expenses have amounted to \$53,906, including \$1.496 of credits forfeited by the District.”

July 11, 2024

Richard C. Foster
2270 Ridgerun Road
Quincy, CA 95971

Greg Hagwood, Chairperson
Plumas County Board of Supervisors
C/O Debra Lucero, CAO

This letter is a request for the Board of Supervisors to add the following request to the agenda of the next public meeting possible:

"Review all Department Fines, Fees, Return of monies where the department paid in either multiples or single payments total amounts over \$1000 anytime within the last 5 years, due to not adhering to State, Federal or other rules, regulations or laws."

I have been a member of the Grand Jury for the last two years and will attest to the following: "none of the following information came into my possession while I was a member of the Grand Jury."

A number of years ago I was informed that the County Assessor's office had to return approximately \$250,000 to SPI due to not meeting a deadline and that money was not recoverable by the county.

In the last 10 days I was informed that Feather River College was made aware of approximately \$30,000 in fines or fees that were assessed to them due to the Tax Collectors office not meeting requirements on financial investments the office controls for the county and that these fines or fees could possibly be multiplied by at least 4 other entities that are involved with the investment funds.

I would like these two allegations specifically investigated, but would also like each department in the county to respond to the Board of Supervisors with this request and for the Board of Supervisors to address this in a public meeting no later than the first Board of Supervisors meeting in September.

Thank you,
Richard Foster

Copy

Account Detailed Transaction Report

Account#: 00000492 PLUMAS COUNTY MUSEUM Date Range: 1/1/2023 to 1/10/2024

<u>Transaction Date</u>	<u>Transaction Description</u>	<u>Amount</u>
Audit# 26,486 1/3/2024 3:55:40PM	Water Calculations Sewer Calculations	\$69.35 \$25.72 <hr/> \$95.07
Audit# 26,482 1/3/2024 9:50:52AM	Water Penalty By Book Sewer Penalty By Book	\$2.04 \$2.57 <hr/> \$4.61
Audit# 26,443 12/18/2023 12:00:00AM	Water Payment Sewer Payment Penalties Payment	(\$67.80) (\$25.72) (\$4.19) <hr/> (\$97.71)
Audit# 26,389 11/30/2023 5:05:55PM	Water Calculations Sewer Calculations	\$71.99 \$25.72 <hr/> \$97.71
Audit# 26,385 11/29/2023 8:54:47AM	Water Penalty By Book Sewer Penalty By Book	\$1.62 \$2.57 <hr/> \$4.19
Audit# 26,357 11/20/2023 12:00:00AM	Water Payment Sewer Payment Penalties Payment	(\$148.32) (\$25.72) (\$13.14) <hr/> (\$187.18)
Audit# 26,324 11/6/2023 12:00:00AM	Water Payment Sewer Payment Penalties Payment	(\$97.23) (\$25.72) (\$4.20) <hr/> (\$127.15)
Audit# 26,307 10/31/2023 11:24:55AM	Water Calculations Sewer Calculations	\$144.06 \$25.72 <hr/> \$169.78
Audit# 26,296 10/28/2023 12:22:26PM	Water Penalty By Book Sewer Penalty By Book	\$0.16 \$0.26 <hr/> \$0.42

American Valley Community Service District

1/10/2024

Account Detailed Transaction Report

Page 3

Account#: 00000492 PLUMAS COUNTY MUSEUM Date Range: 1/1/2023 to 1/10/2024

<u>Transaction Date</u>	<u>Transaction Description</u>	<u>Amount</u>
Audit# 25,804 6/29/2023 3:02:01PM	Water Calculations Sewer Calculations	\$94.32 \$25.72 <u><u>\$120.04</u></u>
Audit# 25,799 6/27/2023 12:07:22PM	Sewer Penalty By Book	\$1.22 <u><u>\$1.22</u></u>
Audit# 25,789 6/26/2023 12:00:00AM	Water Payment Sewer Payment Penalties Payment	(\$85.25) (\$24.61) (\$1.11) <u><u>(\$110.97)</u></u>
Audit# 25,717 6/1/2023 12:25:15PM	Water Calculations Sewer Calculations	\$85.25 \$25.72 <u><u>\$110.97</u></u>
Audit# 25,712 5/31/2023 11:24:38AM	Sewer Penalty By Book	\$1.11 <u><u>\$1.11</u></u>
Audit# 25,668 5/15/2023 12:00:00AM	Water Payment Sewer Payment Penalties Payment	(\$65.95) (\$24.71) (\$1.01) <u><u>(\$91.67)</u></u>
Audit# 25,620 5/1/2023 3:58:51PM	Water Calculations Sewer Calculations	\$65.95 \$25.72 <u><u>\$91.67</u></u>
Audit# 25,616 4/27/2023 8:16:52AM	Sewer Penalty By Book	\$1.01 <u><u>\$1.01</u></u>
Audit# 25,604 4/24/2023 12:00:00AM	Water Payment Sewer Payment Penalties Payment	(\$65.76) (\$24.80) (\$0.92) <u><u>(\$91.48)</u></u>
Audit# 25,532 3/29/2023 4:24:38PM	Water Calculations Sewer Calculations	\$65.76 \$25.72 <u><u>\$91.48</u></u>

Copy

American Valley Community Service District

12/7/2023

Page 1

Account Details

Account#: 00000492 Coded Name: PLUMAS COUNTY MUSEUM Book#, Sequence: 4/31 '06-6320
Service Address: 510-514 W JACKSON ST Meter Type: S Rollover: 4
Mailing Address: 500 W JACKSON ST Pump#: Multiplier: 100.00
Units: GA Meter Number: 000053023929
City: QUINCY CA: 95971-9412 ID #: 78342316
MID:

Phone: (530) 283-6320 Master Account#: No

<u>Income Center</u>	<u>Deposit</u>	<u>Balance</u>	<u>Current</u>	<u>30 - 60</u>	<u>60 - 90</u>	<u>90+</u>	<u>Rate</u>
Water	\$0.00	\$88.16	\$71.99	\$16.17	\$0.00	\$0.00	C3
Sewer	\$0.00	\$51.44	\$25.72	\$25.72	\$0.00	\$0.00	PM3
Sewer East	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fire Protection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water-East	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sewer - East	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Valley Heights Asses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Water Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Penalties	\$0.00	\$4.19	\$0.00	\$4.19	\$0.00	\$0.00	
	<u>\$0.00</u>	<u>\$143.79</u>	<u>\$97.71</u>	<u>\$46.08</u>	<u>\$0.00</u>	<u>\$0.00</u>	

<u>Reading Date</u>	<u>Reading</u>	<u>Usage</u>	<u>Water</u>	<u>Sewer</u>	<u>Sewer East</u>	<u>Fire Protection</u>	<u>Water-East</u>	<u>Sewer - East</u>	<u>Valley Heights</u>	<u>Water Credit</u>	<u>Other</u>	<u>Penalties</u>	<u>Payear Date</u>	<u>Payment</u>
11/27/2023	356,600	1,700	\$ 71.99	\$ 25.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	11/30/2023	0.00
10/30/2023	354,900	37,200	\$ 144.06	\$ 25.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	11/30/2023	314.33
9/25/2023	317,700	16,200	\$ 101.43	\$ 25.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	9/18/2023	0.00
8/24/2023	301,500	15,000	\$ 98.99	\$ 25.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	9/18/2023	98.99
7/24/2023	286,500	15,100	\$ 99.19	\$ 25.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	8/11/2023	124.91
6/23/2023	271,400	15,100	\$ 94.32	\$ 25.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	7/21/2023	130.04
5/24/2023	256,300	10,400	\$ 85.25	\$ 25.72	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/26/2023	110.97

American Valley Community Service District

12/7/2023
Page 3

Account Details

Reading Date	Reading	Usage	Water	Sewer	Sewer East	Fire Protection	Water-East	Sewer - East	Valley Heights	Water Credit	Other	Penalties	Payment Date	Payment
5/24/2021	100	8,800	\$ 79.31	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/18/2021	127.08
4/26/2021	991,300	3,600	\$ 68.84	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	5/30/2021	116.61
3/24/2021	987,700	500	\$ 63.94	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	4/19/2021	111.71
2/24/2021	987,200	400	\$ 63.78	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	3/19/2021	111.55
1/25/2021	986,800	400	\$ 63.78	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	2/24/2021	225.47
12/29/2020	986,400	1,900	\$ 66.15	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	1/11/2021	111.87
11/25/2020	984,500	600	\$ 64.10	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	11/23/2020	138.41
10/23/2020	983,900	13,400	\$ 90.64	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	10/21/2020	147.11
9/28/2020	970,500	16,600	\$ 99.34	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	9/21/2020	156.36
8/27/2020	953,900	20,000	\$ 108.59	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	8/21/2020	283.03
7/38/2020	933,900	20,000	\$ 108.59	\$ 47.77	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		0.00
6/24/2020	913,900	14,300	\$ 93.09	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	6/26/2020	111.01
5/27/2020	899,600	8,000	\$ 77.43	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	5/18/2020	101.00
4/28/2020	891,600	2,700	\$ 67.42	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	4/22/2020	97.99
3/25/2020	888,900	800	\$ 64.41	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	3/23/2020	97.99
2/25/2020	888,100	800	\$ 64.41	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	2/18/2020	97.84
1/24/2020	887,300	700	\$ 64.26	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	1/27/2020	98.31
12/26/2019	886,600	1,000	\$ 64.73	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	12/19/2019	92.04
11/25/2019	885,600	1,000	\$ 64.73	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	(\$6.47)	\$ 0.00	\$ 0.00	11/14/2019	283.60
10/24/2019	884,600	17,400	\$ 101.53	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		0.00
9/26/2019	867,200	18,100	\$ 103.42	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	9/23/2019	286.81
8/26/2019	849,100	19,200	\$ 106.41	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		0.00
7/24/2019	829,900	16,800	\$ 99.89	\$ 33.58	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		



Plumas County Office of Risk Management, Safety & Office of Emergency Services.

1446 East Main St. Quincy CA 95971

Travis Goings

Director of Risk Management,

Safety & OES

Phone: (530) 283 – 6464

2/10/25

Mr. Richard Foster
Quincy, CA. 95971

Re: Your Public Records Act Request, Which Was Received on Jan 13,2025

Dear Mr. Foster

This letter responds to the California Public Records Act request that you sent to the County of Plumas, which is referenced above. The request seeks the following records: I would like your department to submit to me the amount of any fines, returns of funds or other fees you are aware of that were levied against your department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

Risk Management, Safety and Office of Emergency Services staff have been unable to locate records responsive to your request.

Very truly yours,

Travis Goings, Director
Risk Management, Safety & Office of Emergency Services



PLUMAS COUNTY PLANNING & BUILDING SERVICES
PLANNING DEPARTMENT

555 Main Street
Quincy, CA 95971
(530) 283-7011

January 24, 2025

Richard C. Foster
a29adriver@gmail.com

Re: Your Public Records Act Request, dated January 13, 2025, and was received by the Plumas County Planning Department on January 14, 2025 (enclosed)

Dear Mr. Foster,

This letter responds to the California Public Records Act request, which is referenced above, which you sent to the Plumas County Planning Department to respond.

The request seeks the following records from the Planning Department:

I would like your department to submit to me the amount of any fines, returns of funds or other fees you are aware of that were levied against your Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law. (4 years, January 2020 Thru December 2024)

I am not requesting a new document be prepared of these fines, a copy of the fine itself or a copy of the payment of the fine or a list of the fines with no documentation will suffice.

The Planning Department staff has been unable to locate records responsive to your request.

Should you have any questions, please don't hesitate to give me a call at 530-283-6214.

Sincerely,

A handwritten signature in blue ink that reads "Tracey Ferguson".

Tracey Ferguson, AICP
Planning Director

Richard C. Foster
A29adriver@gmail.com
530-616-0381
2270 Ridgerun Road
Quincy, Ca 91571

BOARD AGENDA REQUEST FORM

- A. Discussion and release of information about fines, fees, penalties, return of monies from any county department due to not meeting a time deadline, etc.
- B. Determine that all departments will report any fines, fees, penalties, return of monies to any agency due to not meeting a time deadline, etc and also any monies not used from grants, etc. where dedicated monies were not spent according to grant requirements.
- C. Have each department explain in detail why such fines, fees, return of monies occurred.

In 2021, prior to becoming a Grand Jury member, I heard rumors that the county had lost a large amount of money due to a department not filing documents in a timely manner. Then in 2024 after serving on the Grand Jury, I became aware of money that was paid out in fines, fees, or penalties where departments had not done their job in a timely manner.

I addressed the Board of Supervisors (BOS) a number of times about my concerns, because it appeared to me that the Board of Supervisors or the public had not been notified of any of these fines. After bringing this before the Board and getting little or no response the Board informed me that if I wanted to know about these fines then I should file a California Public Record Act request (PRA). This indicated to me that the Board did not feel it was their duty to question the departments that they oversee about monies lost to the county by county departments. When a department pays a fine, fee, or penalty because of a missed deadline, then that department is not performing their function for the county in a fiscally responsible manner.

The Clerk of the Board informed me that the County Counsel requested that I make the inquiry to the Plumas County Department Administrators. I sent a PRA to each Department Head requesting any fines, fees, or penalties for a 4 year period from January 2020 thru December 2024. I believe that the BOS should have the responsibility of reviewing fines, fees, and penalties. I am requesting that the BOS require that each department send this information to them and that the BOS reports the findings to the public at least once a year.

NOTICE: This document contains information pertaining to the Board Agenda Request Form, consists of the cover letter, a list of Departments that had no findings, and a list of the Departments that did pay fines, fees, or penalties with the amounts paid.

DEPARTMENTS WITH NO FINES FEES OR PENALTIES

All departments that reported back to me with no fines, fees, or penalties left themselves an out by putting something in the report such as “unable to locate any records” so that if later something did show up it would be that initially they might have missed something. I don’t believe any department was intentionally trying to hide anything, I just think they were replying as the County Counsel told them to since it appeared that the County Counsel informed the departments that they might be getting the PRA.

Agriculture

Auditor

Building

Clerk Recorder

County Counsel

District Attorney

Environmental Health

Facility Services

Fair

Informational Technology

Library

OES Risk Management

Planning

Public Works

Sheriff

Social Services

Department and amounts that were returned due to fines, fees, penalties. "or monies not used" from January 1, 2020 thru December 31, 2024.

Assessor	\$ 358,979.42
Behavioral Health	\$ 9108.05
Museum	\$ 139.46
Public Health	\$ 55,831.42
Tax Collector	\$ 88,267.42
	\$ 512,325.77

DEPARTMENTS WITH NO FINES FEES OR PENALTIES

All departments that reported back to me with no fines, fees, or penalties left themselves an out by putting something in the report such as “unable to locate any records” so that if later something did show up it would be that initially they might have missed something. I don’t believe any department was intentionally trying to hide anything, I just think they were replying as the County Counsel told them to since it appeared that the County Counsel informed the departments that they might be getting the PRA.

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County Counsel

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Environmental Health

Facility Services

Fair

Informational Technology

Library

OES Risk Management

Planning

Public Works

Sheriff

Social Services

Plumas County Department Head

Email List

Agricultural Commissioner	Willow Vieira	willowvieira@countyofplumas.com
Assessor	Cindie Froggatt	cindiefroggatt@countyofplumas.com
Auditor	Martee Nieman	marteenieman@countyofplumas.com
Behavioral Health	Sharon Sousa	sharonsousa@countyofplumas.com
Building	Michael Coelho	michaelcoelho@countyofplumas.com
Child Support	Michelle Blackford	Blackford.Michelle@plumas.cse.ca.gov
County Administrative Officer	Debra Lucero	debralucero@countyofplumas.com
Clerk Recorder/Registrar	Marcy DeMartile	marcydemartile@countyofplumas.com
County Counsel	Josh Brechtel (I)	joshbrechtel@countyofplumas.com
District Attorney	David Hollister	davidhollister@countyofplumas.com
Environmental Health	Rob Robinette (I)	robrobinette@countyofplumas.com
Facilities Services	Nick Collin	nickcollin@countyofplumas.com
Fair	John Steffanic	johnsteffanic@countyofplumas.com
Human Resources	Debra Lucero	debralucero@countyofplumas.com
Information Technology	Greg Ellingson	gregellingson@countyofplumas.com
Library	Dora Mitchell	doramitchell@countyofplumas.com
Museum	Paul Russell	paulrussell@countyofplumas.com
OES/Risk Management	Travis Goings	travisgoings@countyofplumas.com
Planning	Tracey Ferguson	traceyferguson@countyofplumas.com
Probation	Keevin Allred	keevinallread@countyofplumas.com
Public Health	Nicole Reinert	nicolereinert@countyofplumas.com
Public Works	Rob Thorman	robthorman@countyofplumas.com
Sheriff	Todd Johns	tjohns@pcso.net
Social Services	Laura Atkins	lauraatkiins@countyofplumas.com
Treasurer-Tax Collector	Julie White	juliewhite@countyofplumas.com

Plumas County Department Head

Email List

Agricultural Commissioner✓	Willow Vieira	willowvieira@countyofplumas.com
Assessor✓	Cindie Foggatt	cindiefoggatt@countyofplumas.com
Behavioral Health✓	Sharon Sousa	sharonsousa@countyofplumas.com
Building✓	Michael Coelho	michaelcoelho@countyofplumas.com
Child Support	Michelle Blackford	Blackford.Michelle@plumas.cse.ca.gov
County Administrative Officer	Debra Lucero	debralucero@countyofplumas.com
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County Counsel✓	Josh Brechtel (I)	joshbrechtel@countyofplumas.com
District Attorney✓	David Hollister	davidhollister@countyofplumas.com
Environmental Health✓	Rob Robinette (I)	robrobinette@countyofplumas.com
Facilities Services✓	Nick Collin	nickcollin@countyofplumas.com
Fair✓	John Steffanic	johnsteffanic@countyofplumas.com
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Museum	Paul Russell	paulrussell@countyofplumas.com
EOES/Risk Management	Travis Goings	travisgoings@countyofplumas.com
Planning✓	Tracey Ferguson	traceyferguson@countyofplumas.com
Probation	Keevin Allred	keevinallread@countyofplumas.com
Public Health✓	Nicole Reinert	nicolereinert@countyofplumas.com
Public Works✓	Rob Thorman	robthorman@countyofplumas.com
Sheriff	Todd Johns	tjohns@pcso.net
Social Services✓	Laura Atkins	lauraatkiins@countyofplumas.com

Plumas County Department Head

Email List

Agricultural Commissioner	Willow Vieira	willowvieira@countyofplumas.com
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Public Works	Rob Thorman	robthorman@countyofplumas.com
Sheriff	Todd Johns	tjohns@pcso.net
Social Services	Laura Atkins	lauraatkiiins@countyofplumas.com



Willo Vieira
Agricultural Commissioner
Sealer of Weights & Measures
willovieira@countyofplumas.com



Plumas-Sierra Counties

Department of Agriculture Weights and Measures

208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

2/13/2025

Richard C. Foster

Re: Your Public Records Act Request, Which Was Received on February 9, 2025

Dear Mr. Foster:

This letter responds to the California Public Records Act request that you sent to the Plumas-Sierra Counties Department of Agriculture/ Weights and Measures, which is referenced above. The request seeks the following records: the amount of any fines, returns of funds or other fees that were levied against the Department in the last four years, due to not meeting a deadline, timeline, rule, regulation or law.

The Plumas-Sierra Counties Department of Agriculture/ Weights and Measures staff have been unable to locate records responsive to your request.

Please contact Dax Albrecht, at (530) 283-6127 if you have any further questions.

Sincerely,

Dax Albrecht

Deputy Agricultural Commissioner/Sealer of Weights and Measures
Plumas-Sierra Counties, Department of Agriculture/ Weights and Measures

Memo

To: Honorable Board of Supervisors and Debra Lucero

From: Honorable Assessor, Cindie Froggatt

RE: 7/11/2024 Letter from Richard Foster

On November 30, 2018, Sierra Pacific Industries submitted Assessment Appeal Applications to the Clerk of the Board to Appeal their 2018 Assessed values on two parcels. These appeals were not addressed before the deadline of November 30, 2020.

In following the State Board of Equalization guidelines below:

TWO-YEAR TIME LIMIT

Section 1604 and Rule 309 provide a time period in which appeals boards are required to hear and make a determination on an application. Rule 309 states in part:

(b) A hearing must be held and a final determination made on the application within two years of the timely filing of an application for reduction in assessment submitted pursuant to subdivision (a) of section 1603 of the Revenue and Taxation Code, unless the applicant or the applicant's agent and the board mutually agree in writing or on the record to an extension of time.

133 Osco Drug, Inc. v. County of Orange (1990) 221 Cal.App.3d 189.

134 Section 51.5, subdivisions (a) and (d).

135 Sunrise Retirement Villa v. Dear (1997) 58 Cal.App.4th 948.

(c) If the hearing is not held and a determination is not made within the time specified in subsection (b) of this regulation, the applicant's opinion of value stated in the application shall be conclusively determined by the board to be the basis upon which property taxes are to be levied, except when:

(1) The applicant has not filed a timely and complete application; or,

(2) The applicant has not submitted a full and complete property statement as required by law with respect to the property which is the subject of the application; or,

(3) The applicant has not complied fully with a request for the exchange of information under regulation 305.1 of this subchapter or with the provisions of subdivision (d) of section 441 of the Revenue and Taxation Code; or

(4) Controlling litigation is pending ... or

(5) The applicant has initiated proceedings to disqualify a board member ... or

(6) The applicant has requested the hearing officer's recommendation be heard by the board....

Section 1604, subdivision (c), provides that the county assessment appeals board must make a final determination on an application for reduction in assessment of property within two years of the timely filing of the application. Thus, the statute contemplates that the assessment appeals board, rather than a hearing officer, must hold a hearing and render a final determination within the two-year period. Although the hearing officer conducts a hearing and prepares a recommendation, the assessment appeals board establishes the value based upon the recommendation pursuant to section 1641. Therefore, the appeals board's hearing and adoption of a hearing officer's recommendation as a basis for establishing the assessed value constitutes a final determination for purposes of section 1604, subdivision (c).

If an applicant fails to provide information to the assessor pursuant to section 441, subdivision (d), and introduces any requested materials or information at any appeals board hearing, the assessor may request and will be granted a continuance for a reasonable period of time. In this event, the two-year period is extended for a period of time equal to the period of the continuance.

The clerk of the board should closely follow applications to ensure that all are heard and final determinations are made within two years. A hearing and decision by an appeals board that the board has no jurisdiction to hear an appeal constitutes a hearing and final determination within the meaning of subdivision (c) of section 1604.136 136 Heavenly Valley v. El Dorado County Board of Equalization (2000) 84 Cal.App.4th 1323 (opn.mod. 86 Cal.App.4th 25d). Chapter 5 Assessment Appeals Manual 59 May 2003

When a two-year period expires, section 1604(c) does not require immediate enrollment of the taxpayer's opinion of value, but instead sets the date two years after the close of the filing period—September 15 or November 30(137)—when all taxpayers' opinions of value should be enrolled. Thus, the board clerk must individually track applications by exact date of filing, and, after a board hearing, transmit to the auditor a one-time value reduction two years after the close of the filing period for all applications that remain unheard.

For applications involving base year value appeals, if the applicant's opinion of value has been placed on the roll because the appeals board was unable to hear the application timely, that value remains on the roll until the appeals board makes a final determination on the application. For applications appealing decline in value and personal property assessments that have not been heard and decided by the end of the two-year period, the applicant's opinion of value will be enrolled on the assessment roll for the tax year or years covered by the pending application.138

Section 1604(c)(1) provides that the taxpayer and an appeals board may mutually agree to an extension of time for hearing and determination past the two-year limitation.

Counties should have a procedure in place and an adopted standard waiver form for this purpose. Wherever possible, in appropriate circumstances, appeals boards should obtain the waiver from the taxpayer so that unnecessary roll corrections may be avoided.

I was appointed Assessor in February, 2021. When I began working as the Assessor, I slowly worked through what was necessary to perform my duties as Assessor. While I was investigating the open Assessment Appeals, I found that there were two Appeals that had not been addressed for Sierra Pacific.

In following the above guidelines, since the deadline had already passed, the taxpayers' opinion(s) of value should be enrolled. I processed two roll corrections reducing the value for APN#117-350-003 by \$17,417,430 and APN# 117-350-035 by \$12,442,845 as per the Assessment Appeal Applications, which created refunds. One for \$209,391.88 for APN# 117-350-003 and one for \$149,587.54 for APN# 117-350-035 respectively, on May 26, 2021.

BOARD AGENDA REQUEST FORM

RICHARD C. FOSTER
Department: 270 RIVER @ GMAIL.COM
5306160381

Consent Agenda: Yes No

Authorized Signature: _____
Board Meeting Date: _____
Request for _____ minutes for presentation
(If a specific time is needed, please contact the
Clerk of the Board directly.)

Description of Item for the Agenda (This is the wording that should appear on the agenda):

- A. *RELEASE TO THE PUBLIC FINES, FEES, PENALTIES ACCESSED TO PLUMBERS, COUNTY DEPARTMENT DUE TO NOT MEETING TIME LINE, ETC.*
- B. *DETERMINING THAT ALL DEPARTMENTS WILL REPORT SAID FINES, FEES, PENALTIES AND RETURNS OF ANY FUNDS TO THE BOARD OF SUPERVISORS YEARLY*
- C. *HAVE EACH DEPARTMENT EXPLAIN IN DETAIL WHY SUCH FINES, FEES, PENALTIES, RETURNS OF FUNDS OCCURRED*

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:

Three copies? (Y N
Signed? (Y N

Budget Transfers Sheets:

Signed? (Y N

Other:

Publication:

Clerk to publish on _____ Notice attached and e-mailed to Clerk.
 Notice to be published _____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)
 Dept. published on _____ (Per Code §_____.) Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:
Yes: No: Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

BOARD AGENDA REQUEST FORM

- A. Discussion and release of information about fines, fees, penalties, return of monies from any county department due to not meeting a time deadline, etc.
- B. Determine that all departments will report any fines, fees, penalties, return of monies to any agency due to not meeting a time deadline, etc and also any monies not used from grants, etc. where dedicated monies were not spent according to grant requirements.
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I addressed the Board of Supervisors (BOS) a number of times about my concerns, because it appeared to me that the Board of Supervisors or the public had not been notified of any of these fines. After bringing this before the Board and getting little or no response the Board informed me that if I wanted to know about these fines then I should file a California Public Record Act request (PRA). This indicated to me that the Board did not feel it was their duty to question the departments that they oversee about monies lost to the county by county departments. When a department pays a fine, fee, or penalty because of a missed deadline, then that department is not performing their function for the county in a fiscally responsible manner.

The Clerk of the Board informed me that the County Counsel requested that I make the inquiry to the Plumas County Department Administrators. I sent a PRA to each Department Head requesting any fines, fees, or penalties for a 4 year period from January 2020 thru December 2024. I believe that the BOS should have the responsibility of reviewing fines, fees, and penalties. I am requesting that the BOS require that each department send this information to them and that the BOS reports the findings to the public at least once a year.

NOTICE: This document contains information pertaining to the Board Agenda Request Form, consists of the cover letter, a list of Departments that had no findings, and a list of the Departments that did pay fines, fees, or penalties with the amounts paid.

Department and amounts that were returned due to fines, fees, penalties. "or monies not used" from January 1, 2020 thru December 31, 2024.

Assessor \$ 358,979.42

Behavioral Health \$ 9108.05

Museum \$ 139.46

Public Health \$ 55,831.42

Tax Collector \$ 88,267.42

\$ 512,325.77

Engie Payments

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		658,652.00	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		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		109,809.00	
06/30/2044							
	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		

In 2021, prior to becoming a Grand Jury member, I heard rumors that the county had lost a large amount of Money due to a department not filing documents in a timely manner. Then in 2024 after serving on the Grand Jury, I became aware of money that was paid out in fines, fees, or penalties where departments had not done their job in a timely manner.

I addressed the Board of Supervisors (BOS) a number of times about my concerns, because it appeared to me that the Board of Supervisors or the public had not been notified of many of these fines. After bringing this before the Board and getting little or no response the Board informed me that if I wanted to know about these fines then I should file a California Public Record Act (PRA). This indicated to me that the Board did not feel it was their duty to question the departments that they oversee about monies lost to the county by county departments which are. When a department pays a fine, fee, or penalty because of a missed deadline, then that department is not performing their function for the county in a fiscally responsible manner.

The Clerk of the Board informed me that the County Counsel requested that I make the inquiry to the Plumas County Department Administrators. I sent a PRA to each Department Head requesting any fines, fees, or penalties for a 4 year period from January 2020 thru December 2024. I believe that the BOS should have the responsibility of reviewing fines, fees, and penalties. I am requesting that the BOS require that each department send this information to them and that the BOS reports the findings to the public at least once a year.

NOTICE: This document contains information pertaining to the Board Agenda Request Form it is attached to. This document consists of the cover letter, a list of Departments that had no findings, and a list of the Departments that did pay fines, fees, or penalties with the amounts paid.

DEPARTMENTS WITH NO FINES FEES OR PENALTIES

All departments that reported back to me with no fines, fees, or penalties left themselves an out by putting something in the report such as “unable to locate any records” so that if later something did show up it would be that initially they might have missed something. I don’t believe any department was intentionally trying to hide anything, I just think they were replying as the County Counsel told them to since it appeared that the County Counsel informed the departments that they might be getting the PRA.

Agriculture

Auditor

Building

Clerk Recorder

County Counsel

District Attorney

Environmental Health

Facility Services

Fair

Informational Technology

Library

OES Risk Management

Planning

Public Works

Sheriff

Social Services

Department and amounts that were returned due to fines, fees, penalties. "or monies not used" from January 1, 2020 thru December 31, 2024.

Assessor	\$358.979.42
Behavioral Health	\$ 9108.05
Museum	\$ 139.46
Public Health	\$ 55,831.42
Tax Collector	\$ 88267.42

In 2021, prior to becoming a Grand Jury member, I heard rumors that the county had lost a large amount of Money due to a department not filing documents in a timely manner. Then in 2024 after serving on the Grand Jury, I became aware of money that was paid out in fines, fees, or penalties where departments had not done their job in a timely manner.

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NOTICE: This document contains information pertaining to the Board Agenda Request Form it is attached to. This document consists of the cover letter, a list of Departments that had no findings, and a list of the Departments that did pay fines, fees, or penalties with the amounts paid.

NO FINES FEES OR PENALTIES

All departments that reported back to me with no fines, fees, or penalties left themselves an out by putting something in the report such as “unable to locate any records” so that if later something did show up it would be that initially they might have missed something. I don’t believe any department was intentionally trying to hide anything, I just think they were replying as the County Counsel told them to since it appeared that the County Counsel informed the departments that they might be getting the PRA

Agriculture

Auditor

Building

Clerk Recorder

County Counsel

District Attorney

Environmental Health

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Library

OES Risk Management

Planning

Public Works

Sheriff

Social Services

Department and amounts that were returned due to fines, fees, penalties.

Assessor	\$358,979.42
Behavioral Health	\$ 9108.05
Museum	\$ 139.46
Public Health	\$ 55,831.42
Tax Collector	\$ 88267.42



**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: July 1, 2025
SUBJECT: Appoint Matthew West to the Feather River Resource Conservation District Board of Directors, as recommended; discussion and possible action.

Recommendation:

Appoint Matthew West to the Feather River Resource Conservation District Board of Directors, as recommended; discussion and possible action.

Background and Discussion:

Currently there is a vacany on this Board.

Action:

Appoint Matthew West to the Feather River Resource Conservation District Board of Directors, as recommended; discussion and possible action.

Fiscal Impact:

No General Fund Impact, appointment only.

Attachments:

1. West application FRCD

**APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR
COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS**

Name Matthew West Email [REDACTED]

Mailing Address [REDACTED] Street [REDACTED]

Town [REDACTED] Zip [REDACTED] Telephone: [REDACTED]

Employer's Name Plumas Corporation Telephone: [REDACTED]
& Address

418 North Mill Creek Road Quincy, CA 95971

Present Occupation Director of Plumas County Fire Safe Co. Are You Over 18 Years of Age Yes

Board/Commission Applied for Feather River RCD

As representative of (check one) Supervisorial District # 2 (OR) At Large [REDACTED]

Summary of Qualifications for Position: [REDACTED]

BS in Biology, 5 years (2013-2018) on the Plumas National Forest as a Wildlife Biological Tech.. 6 years

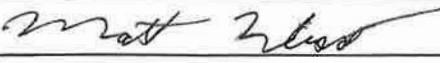
(2019-present) at the Plumas County Fire Safe Council managing grants, hazardous fuels reduction projects,

and working with the Plumas Underburn Cooperative, and over 10 years on the Quincy Fire Department

(2013 to present).

Reasons for Applying: I have worked closely with the FRRCD for 6 years and I wish to join their board to assist
them in continuing their efforts in resource conservation.

List any organizations of which you are an officer or an employee which are funded by or provide services to
county government: Plumas County Fire Safe Council, Plumas Corporation, Quincy Fire Department

Date 02/21/25 Signature 

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements
for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors,
(530) 283-6170.



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: July 1, 2025
SUBJECT: Appoint Rick Foster to the Plumas County Planning Commission, representing District 2, as recommended; discussion and possible action.

Recommendation:

Appoint Rick Foster to the Plumas County Planning Commission, representing District 2, as recommended; discussion and possible action.

Background and Discussion:

Currently, there is a vacancy on the Planning Commission representing District 2

Action:

Appoint Rick Foster to the Plumas County Planning Commission, representing District 2, as recommended; discussion and possible action.

Fiscal Impact:

No General Fund Impact, appointment only.

Attachments:

1. Foster application PPC Redacted

**APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR
COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS**

Name Richard Foster Email REDACTED
Mailing Address REDACTED
Town REDACTED Zip REDACTED Telephone: REDACTED
Employer's Name Retired Telephone: REDACTED
& Address

Present Occupation Pharmacist Are You Over 18 Years of Age yes
Board/Commission Applied for Planning
As representative of (check one) Supervisorial District TWO (OR) At Large REDACTED
Summary of Qualifications for Position:
ADVANCED degrees - DOCTORATE
DECENT Knowledge of Plumas County Government

Reasons for Applying: OPEN position needs to be filled

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: None

Date 6-11-25 Signature Richard Foster

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.