



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 15, 2025 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

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

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. UPDATES AND REPORTS

- A. **Presentation:** Receive a presentation on the annual report to the Board of Supervisors by Plumas County Tourism (formerly Feather River Tourism). (15 Minutes)
- B. **Presentation:** Receive a presentation from the Plumas Fire Wise Council. (15 Minutes)

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. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District to help support Suicide Prevention and Mental Health Awareness activities; effective July 1, 2025, not to exceed \$15,000.00; (No General Fund Impact) Mental Health Services Act State funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini Tai Chi Instructor; effective July 1, 2025; not to exceed \$25,000.00; (No General Fund Impact) Mental Health Services Act State funding; approved as to form by County Counsel.

- 3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School for school-based mental health services; effective July 1, 2025; not to exceed \$140,000.00; (No General Fund Impact) (Mental Health Services Act, MHSA, state funding; approved as to form by County Counsel.
- 4) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for prevention services program for girls and nonbinary youths ages 11-18; effective July 1, 2025; not to exceed \$30,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.
- 5) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and the County of Butte for Acute Psychiatric Inpatient Care; effective date of execution; not to exceed \$50,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.
- 6) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Veterans Services Office for outreach and engagement services program; effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding); approved as to form by County Counsel.
- 7) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health for Senior Connections program, effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel.
- 8) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Roundhouse Council to provide language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County; effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel.
- 9) Approve and authorize Behavioral Health Department to recruit and fill, funded one (1) BH Administrative Assistant - Extra Help; (No General Fund Impact) State and Federal Funds.

B. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County facility Services and Western States Fire Protection, effective August 5th 2025; not to exceed \$136,600.00; (General Fund Impact) as approved in the FY25/26 recommended budget (2012054 / 540110); approved as to form by County Counsel.

C. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign Amendment No. 2 to the Professional Services Agreement between Plumas County Public Works and Bender Rosenthal Inc. for right-of-way project management, right-of-entry and appraisal services required for the Quincy-Junction Road Project; effective June 30, 2025 through June 1, 2026; not to exceed \$90,319.55; (No General Fund Impact) road funds; approved as to form by County Counsel; discussion and possible action.
- 2) Adopt **RESOLUTION** of the Board of Supervisors of Plumas County Granting the Real Property Adjacent to (West of) the Lake Davis Water Treatment Plant to the City of Portola; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

D. PROBATION

- 1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation Department and the County of Butte to utilize the Butte Juvenile Detention Facility to house juvenile detainees under the jurisdiction of the Plumas County juvenile court; effective August 1, 2025, through June 30, 2028; Potential General Fund Impact of up to \$15,000.00 as stated in the FY25/26 recommended budget (2040053-530440); approved as to form by County Counsel.

E. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Chuck Paterson Toyota for the fixed asset purchase of 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

F. CLERK RECORDER/REGISTRAR OF VOTERS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Clerk-Recorder and Tyler Technologies, Inc.; effective July 15, 2025; not to exceed \$242,123.00; (No General Fund Impact) Fund: 22411 - Recorder Modernization Fund; 20489 - Recorder Truncation Fund; Digital Equity grant funding; approved as to form by County Counsel.

G. BOARD OF SUPERVISORS

- 1) 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 July 15, 2025; (General Fund Impact) positive impact of \$11,625.00; approved as to form by County Counsel; discussion and possible action.

3. DEPARTMENTAL MATTERS

A. BEHAVIORAL HEALTH - Sharon Sousa

- 1) **Presentation:** Receive a presentation from Behavioral Health Director Sharon Sousa, LMFT, regarding the Behavioral Health Department
- 2) Approve and authorize Plumas County Behavioral Health to pay Plumas County Office of Education \$59,604.40 invoice from fiscal year 2023/24. PCOE had staffing issues and the invoice was not sent to our office for payment; (No General Fund Impact) Mental Health Services Act - Prevention and Early Intervention funds; discussion and possible action.
- 3) Approve and authorize supplemental budget transfer(s) of (\$370,000.00) from Mental Health Acct 70570 (10100 Cash-Balance) to (Professional Services #521900) to cover the over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

B. PLANNING - Tracey Ferguson

- 1) **11:00 AM. RE-NOTICED PUBLIC HEARING.** Introduce and waive the first reading of an **ORDINANCE**, Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance, approved as to form by County Counsel; discussion and possible action; Roll call vote.
- 2) Plumas County 2024-2029 Housing Element Update 30-Day Public Review and Comment Period; June 27, 2025 through July 28, 2025; discussion only; receive Board and public comment.

4. BOARD OF SUPERVISORS

- A. Correspondence and weekly reports by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- B. Accept Letter of Resignation from Director of Social Services, Laura Atkins, effective August 4, 2025, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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.

- B. Personnel: Public Employee Performance Evaluation - Planning Director
- C. Personnel: Public Employee Discipline/Dismissal/Release - Complaints against the Director of Social Services pursuant to Government Code Section 54597
- D. 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
- E. Public Employee Appointment Pursuant to Government Code Section 54957(b) Title: County Administrative Officer
- F. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourn meeting to Tuesday, August 5, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Susan Bryner
MEETING DATE: July 15, 2025
SUBJECT: Presentation: Receive a presentation on the annual report to the Board of Supervisors by Plumas County Tourism (formerly Feather River Tourism). (15 Minutes)

Recommendation:

Presentation: Receive a presentation on the annual report to the Board of Supervisors by Plumas County Tourism (formerly Feather River Tourism).

Background and Discussion:

Presentation: Receive a presentation on the annual report to the Board of Supervisors by Plumas County Tourism (formerly Feather River Tourism).

https://www.canva.com/design/DAGnhm8O9JQ/qaxD8Pn3WQwOf3aZJgSJXg/view?utm_content=DAGnhm8O9JQ&utm_campaign=designshare&utm_medium=link2&utm_source=uniqueLinks&utlId=ha5ed45388d

Action:

Presentation: Receive a presentation on the annual report to the Board of Supervisors by Plumas County Tourism (formerly Feather River Tourism).

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Item No. 1.H
2. Plumas County Tourism Annual Report
3. BOS 2025 Presentation (1)

BOARD AGENDA REQUEST FORM

Department: _____

Authorized Signature: _____

Board Meeting Date: _____

Consent Agenda: ☐ Yes ☐ No

Request for 15 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. Presentation of annual report to the Board of Supervisors by Plumas County Tourism (formerly Feather River Tourism).

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.

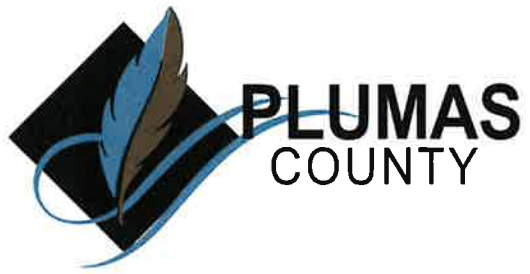
County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

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 Tourism 2024 Annual Report



2024 Feather River Tourism Marketing District Report

Executive Summary

This report outlines the Feather River Tourism Association & Marketing District's (FRTA, now referred to as Plumas County Tourism or PCT) activities and accomplishments in 2024 and its vision for the future.

PCT's primary goals are establishing Plumas County as a year-round travel destination, preserving natural resources, supporting local businesses, and fostering sustainable growth. The mission is to stimulate the local economy by attracting visitors and showcasing the region's beauty and culture.

Key Takeaways:

Significant Website Traffic Growth: PCT's marketing efforts, targeting outdoor enthusiasts in California and focusing on lodging, led to a 41% increase in website users in 2024, reaching 129,246 users. The "Places to Stay" page saw a remarkable 205.48% increase in views.

Effective Digital Marketing: The website is a key resource for visitors, with the top reasons for visiting being information on accommodations (46.15%), outdoor activities (50.77%), and things to do and see (40.00%). 68.66% of website visitors were first-time visitors.

Successful Public Relations: Public Relations efforts included co-sponsoring the Bass Angler Magazine (BAM) Pro Bass Tournament at Lake Almanor, which gained national attention through television and print media. This initiative helped solidify Plumas County's reputation as a premier outdoor recreation destination. The tournament is set to return in 2025 with two events. Additionally, PCT's outreach at Visit California's Media Event facilitated a connection that led to PBS producing a feature on Plumas County. While the county funded the production, PCT played a pivotal role by securing the opportunity and providing much of the raw footage in the final piece.

Strategic Advertising: PCT invested in the Visit California Annual Visitor Guide and California Road Trip Guide, marking the first time a highlighted road trip went through Plumas County. Event posts on social media and event calendars outside of Plumas County, Sierra Rec, Nor-Cal, Mountain Valley Living, and the California Fall Color Blog. Inclusion on the Northwest Gems Road trip itinerary in the Yosemite National Park Journal.

Increased Social Media Engagement: Social media platforms (Facebook and Instagram) experienced significant growth in reach, content interaction, and followers.

Microzone Program Impact: Event grants totaling \$22,512 were allocated to the Lake Almanor Basin & Indian Valley and \$17,570 to Quincy/Bucks Lake/Feather River Canyon to promote tourism in specific areas, emphasizing off-season events and overnight stays.

Financial Overview: PCT received \$257,528.73 in assessment revenues for late 2023 and the first three quarters of 2024, a relatively small budget for a significant economic need. A financial challenge remains in ensuring all lodging providers, including vacation rentals, comply with the Plumas County Transient Occupancy Tax (TOT) ordinance and pay the required assessment.

Plans for 2025: PCT will continue impactful marketing initiatives and introduce Bandwango, a destination experience platform, to enhance visitor engagement with local businesses through digital passports. The district assessment will remain at 2%, and efforts to renew the district for 2026-2036 are underway.

In summary, 2024 was a successful year for Plumas County Tourism, marked by significant growth in website traffic and successful marketing campaigns. Looking ahead to 2025, PCT will focus on sustaining this momentum through continued marketing efforts and introducing new initiatives like the Bandwango platform, while also addressing the ongoing challenge of ensuring equitable assessment revenue collection.

2024 Annual Report

VISION

We aim to establish Plumas County as a thriving, year-round travel destination, offering unique and authentic experiences. We are committed to preserving natural resources, supporting local businesses, and fostering sustainable growth through strong partnerships.

MISSION

Our mission is to stimulate the local economy by attracting visitors to Plumas County. We showcase the region's natural beauty and the vibrant culture of our communities, nurture partnerships, and create opportunities that enrich the lives of both residents and visitors.

2024 MARKETING ACCOMPLISHMENTS

Marketing campaigns primarily targeted outdoor enthusiasts in California, with a secondary focus on driving website traffic and guiding visitors to lodging pages. These efforts led to substantial growth in website traffic in 2024. Most visitors to the website are from California, Washington, Nevada, and Oregon, with the top three cities being San Jose, Sacramento, and Los Angeles.

WEBSITE: PlumasCounty.org

Users

Gains of over a 41% increase in users between 2024 and 2023.

Dates	Users	Sessions	Page Views
1/01/2024 - 12/31/2024	129,246	164,068	243,630
1/01/2023- 12/31/2023	91,189	114,911	188,784
Increase	41.73%	42.78%	29.04%

Lodging Pages

Dates	Book Now	Conversions	Places to Stay Page
2024	18,119	15,113	32,050
2023	11,358	9512	17,651
Increase	59.50%	58.89%	81.58%

***Book Now Event:** This is useful for a larger snapshot of the total number of times visitors are sent to booking pages.

***Lodging Page Conversion:** Indicates the individual lodging pages clicked on a Book Now link.

Keywords Ranking as of March 7th 2025, per SEM RUSH

Top 1-3 positions	411
Top 4-10 positions	701
Top 11-20 positions	914
Top 21-50	12,343
Top 51+	2,149
SERP FEATURES	883
	16,518

Semrush is an all-in-one digital marketing platform that provides tools to help businesses improve their online visibility and manage their marketing campaigns.

SERP Features (Search Engine Results Page Features) are special elements that appear on a Google search results page beyond the traditional blue link listings. They're designed to give users quicker or richer information.

Landing Page Results for Specific Pages

<u>Page</u>	<u>2024</u>	<u>2023</u>	<u>Increase</u>
Places to Stay	18,578	6,082	205.48%
Places to Visit Lake Almanor	5,783	3,091	87.09%
Places to Visit Bucks Lake	5,092	3,873	31.47%
Quincy-California	4,766	3,950	20.66%
Things to do- Events	4,200	2,512	67.20%
Places to Visit- Lake Basin Recreation Area	3,171	2014	57.45%
Places to Visit Lassen Park	3,093	1,355	128.27%
Plan Your Visit- Map Plumas County	3,058	1,647	85.73%
Places to Visit- Antelope Lake	3,025	1,652	83.11%
Places to Visit- Feather River Canyon	2,650	970	173.20%
Places to Visit- Lake Davis	2,444	1,998	22.32%
Places to Visit-Frenchman Lake	2,349	698	236.53%
Places to Visit-Plumas Eureka State Park	1,741	1,158	50.35%
Graeagle-California	1,521	765	98.82%
Greenville-California	1,111	929	19.59%
Portola-California	755	542	39.30%

Page Ranking

As of February 2025, Google Search Console reported that PlumasCounty.org had approximately 27 pages ranking #1 for at least one search term, with several pages holding the top spot for multiple search terms.

Website Visitor Survey

Preliminary survey responses from website visitors offer valuable insights, but are not yet a large enough sample to draw definitive conclusions about the website's impact on county tourism. However, the data supports our marketing strategies and aligns with the type of visitors we aim to attract.

Top Three Reasons to Visit the Website

46.15%	Information on accommodations
50.77%	Information on outdoor activities
40.00%	Information on things to do and see

First Visit or Returning Visitor to the Website

68.66%	1st-time visitor
31.34%	Returning visitor

Number One Reason to Visit Rural a Rural Area

82.09%	Activities Outdoors
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PUBLIC RELATIONS AND MARKETING

Board members attended the 2024 Shasta Cascade Summit as part of Plumas County Tourism's (PCT) efforts to strengthen relationships with UpState California. PCT consistently provides requested content and images and regularly shares updates on new events and initiatives. Additionally, PCT continues to build connections with Visit California through emails, phone calls, Zoom meetings, and participation in local conferences.

Publicity

Plumas County Tourism (PCT) co-sponsored the Bass Angler Magazine (BAM) Pro Bass Tournament at Lake Almanor in spring 2024. The tournament garnered national attention through television coverage, live podcasts, and four full-page ads, showcasing Lake Almanor's exceptional fishing opportunities and scenery. The event attracted professional anglers, their families, and crews—many of whom were visiting for the first time and were captivated by the area's natural beauty, welcoming community, and enthusiastic crowds. The tournament's media exposure further cemented Plumas County's reputation as a premier destination for outdoor recreation and world-class fishing.

The Bass Anglers Masters (BAM) tournament will return to Lake Almanor in 2025 with two events. In May, a one-day kayak fishing tournament will take place at Plumas Pines Resort, featuring over 65 anglers and highlighting the accessibility and versatility of kayak fishing. In September, the three-day Pro/Am final tournament of the circuit will return to the Lake Almanor Country Club on the peninsula, drawing 60 top anglers. Both events are set to energize the local fishing community and attract visitors to Plumas County, bolstering its appeal as a must-visit destination.

Advertising: Digital and Print Overview

California Official Visitor's Guide 2024

- ¼-page ad in the Visit California Annual Visitor Guide in 2024 and 2025.
- This program provides PCT weekly with email and physical addresses.
- In 2024, the ad generated **545 direct leads**.

2024 California Road Trip Guide

Fall Color Blog (PlumasCounty.org)

- Weekly posts attracted **894 pageviews** in 2024.
- The fall traveler guide, showcasing where to view fall colors, generated **4,459 page views**.

California Fall Color

- Sponsored banner ad reached **94,000 visitors** in 2024.
- The fall color map was the most visited page with **120,000 views**.
- PCT's [weekly posts](#) appeared on the California Fall Color Blog.

Other Advertising Outlets

- Ads were placed in **Sierra Rec, Nor-Cal, and Mountain Valley Living** during 2024.
- Refer to Appendix A for sample advertisements.

Social Media

PCT manages [Facebook](#), [Instagram](#), and [YouTube accounts](#), either in-house or with the support of local contractors. In June 2023, Bliss Branding was brought on to oversee Facebook and Instagram, leading to significant growth on both platforms since then.

Facebook	2023	2024	Instagram	2023	2024
Reach	431.3K	1.3 M	Reach	99.5K	136.3K
Content Interaction	18.2 K	26.7K	Content interactions	8.6K	9.4K
Total Followers	5.2 K	6.8 K	Followers	4.9K	15.1K
Link Clicks	13.9 K	21K	Link Clicks	1.9K	100%

YouTube

PCT's [YouTube channel](#), though not actively promoted, serves as a repository for videos created after the Dixie Fire, content from Weekend Sherpa, and in-house productions showcasing fall colors. As the budget allows, YouTube will become a more actively utilized platform.

MICROZONE PROGRAM

Event grants target the creation and/or promotion of events, emphasizing “off-season” events and promoting each area as a desirable place for overnight visits. Given the effects of the Dixie Fire on Indian Valley, the Lake Almanor Basin Microzone agreed to fund Indian Valley event grants.

Lake Almanor Basin & Indian Valley

2024 Grants and Local Advertising: **\$22,112**

Plumas Audubon's Grebe Festival	\$1,500
National Park Guide Publication	\$ 6,495
Nor-Cal Print and Digital Ad	\$ 950
BAM Fishing Tournament	\$ 5,012
New Year's Fireworks	\$ 1,875
2023 Holiday Shopping Tour	\$ 1,500
2024 Holiday Shopping Tour & FB Campaign	\$ 2,000
Courage Triathlon	\$ 1,500
Riley's FB Campaign	\$ 400
Reno Life-Style Magazine Ad	\$ 880

Quincy/Bucks Lake/Feather River Canyon

Grants & Cooperative Walking Tour Brochure: **\$19,290**

Lost Sierra Plein Air Art Festival	\$ 2,730
For the Funk of It Musical Festival	\$ 1,000
FreQuincy Concerts	\$ 3,000
Sierra Buttes Trail Stewardship	\$ 3,000
Valet Marketing Plein Air Ad	\$ 1,667
Historical of Quincy Walking Tour Brochure	\$ 2,993
Plumas Sierra County Fair Foundation	\$ 2,000
Plumas Arts Harvest Festival	\$ 2,000
Sparkle FB Campaign	\$ 900

FINANCIAL SUMMARY

Revenues

A total of \$257,528.73 in assessment revenues was received for the 4th quarter of 2023 and the 1st, 2nd, and 3rd quarters of 2024, along with \$1,206.30 in contract assessments from the contract lodging provider.

Expenditures Per District Allocation

PCT's Management Plan allows proportional allocation of yearly assessments with carry-over contingencies. All are based on the net assessment except for County fees, which are based on gross assessments. Financial data is recorded on a cash basis with revenues from 4th, 1st, 2nd, and 3rd Q utilized during a Jan–Dec budget year. See Appendix C for details.

2024 Funding Challenges

PCT has not received confirmation that all TOT certificate holders in the district who are paying TOT are also paying the required assessment. To ensure accountability and equity, PCT has requested that all lodging providers, including vacation rentals, comply with the Plumas County TOT ordinance by obtaining TOT certificates. While the tax collector's office now mandates TOT certificates for lodging providers, there appears to be no active effort to inform non-compliant providers. Additionally, not all short-term rentals have obtained TOT certificates.

MOVING FORWARD INTO 2025

Marketing Plans

PCT remains committed to sustaining the hard-earned momentum achieved after years of challenges, countless hours of volunteer effort, and effective use of the limited budget provided by revenue from three regions of our county. This will be accomplished by continuing impactful marketing initiatives, including:

- A ¼-page ad in the 2025 Visit California Visitor Guide.
- Digital campaigns with Sierra Rec's Winter and Spring Guides.
- Monthly news releases to regional publications, Upstate California/Shasta Cascade, and Visit California.
- Social media posts and ads on Facebook.
- Website SEO enhancements.
- Promotions like "Awesome Autumn."
- Weekly contributions to the California Fall Color Blog.
- Development of visual assets to strengthen branding.

New for 2025:

In 2025, PCT is introducing [Bandwango](#), a destination experience platform designed to enhance visitor engagement and drive economic impact. Bandwango connects visitors with local businesses, attractions, and events through curated digital passports, offering exclusive deals and rewards.

District Assessment

The district assessment for 2025 is not proposed to change. It will remain at 2% of the revenue from lodging stays of 30 days or less.

District Boundaries

PCT district boundaries remain the same for 2025. Included are the Lake Almanor Basin, Quincy, Bucks Lake, Feather River Canyon, and Indian Valley. Lodging providers outside of PCT boundaries can participate in District marketing and activities by entering into voluntary agreements with the district. PCT is actively engaged in renewing the district for 10 years, 2026-2036.

This report is respectfully submitted by the Board of Directors of the Feather River Tourism Association:

Susan Bryner, Chair – Coldwell Banker Property Management, Lake Almanor

Lee Anne Schramel, Vice Chair – Retired, Plumas National Forest, Indian Valley

Tracy Wixted, Treasurer – Ranchito Motel, Quincy

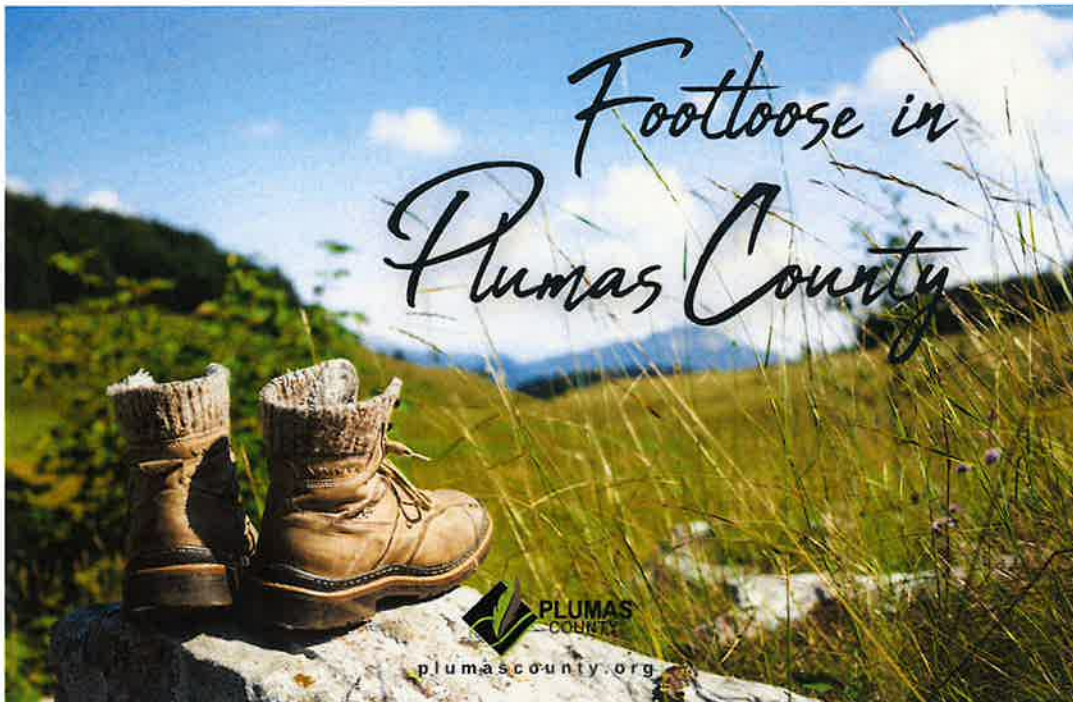
Karen Kleven, Secretary – at Large, Quincy

Ricardo Jacobus – Quincy Courtyard Suites, Quincy

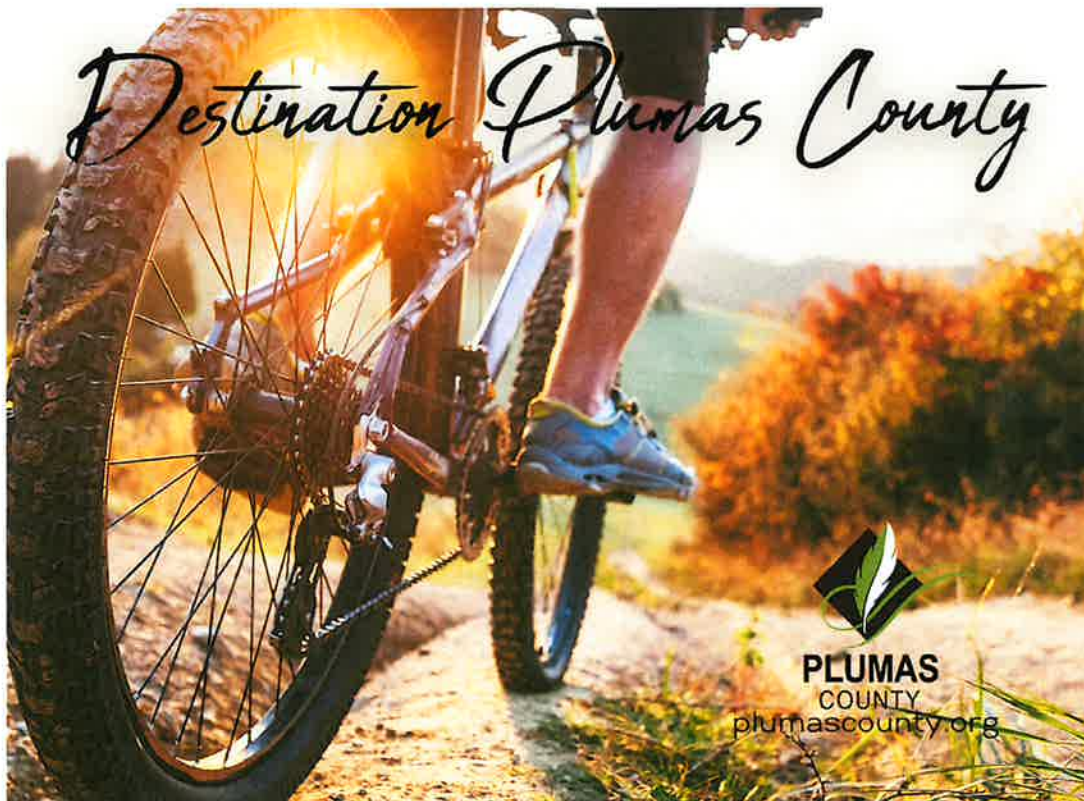
Lynn Wymer – The Elegant Farmer, Wedding Location, Lake Almanor

Mark Lilley - Antlers Inn, Lake Almanor

Appendix A. Print and Digital Promotions



Published in Mountain Valley Living, Nor-Cal, City Lifestyle, and Plain Aire



Published in Sierra Rec

Destination Plumas County

basecamp for fun,
adventure and relaxation



PLUMAS
COUNTY

plumascounty.org

Banner Ads published in Active NorCal and Sierra Rec



Budget for Annual Report	2025 Budget	%	2024 Carryover	Total
YE 12.24_Cash in Bank Unrestricted			56,959.02	56,959.02
YE 12.24_Contingency Fund			15,932.93	15,932.93
YE 12.24 Microzone Balance			32,193.20	32,193.20
2025_Program Income				
Gross District Assessments	251,215.76			251,215.76
Contracted Assessments	1,000.00			1,000.00
Total	252,215.76		105,085.15	357,300.91
General Mkg & Sales Expense @64				
Marketing Supervisor	14,496.98		14,959.02	29,456.00
Wages	39,906.67			39,906.67
Payroll Expenses	5,586.93			5,586.93
Health Benefits	5,520.00			5,520.00
Mileage	175.00			175.00
PR/Marketing	3,500.00		42,000.00	45,500.00
Digital/Print	19,900.00			19,900.00
Content/SEO	4,100.00			4,100.00
FB Ads Management	4,500.00			4,500.00
FB Ad Spend	7,250.00			7,250.00
Social Media FB & IG Posts	15,992.00			15,992.00
Visual Asset Development	1400.00			1,400.00
Stakeholder Training/Communication	200.00			200.00
Hosting/Domain	800.00			800.00
Professional Development	0.00			0.00
Mailchimp	696.00			696.00
Memberships	2,200.00			2,200.00
Software (Note #9)	8,990.00			8,990.00
Misc. Marketing Expenses	4,063.64			4,063.64
Website Maintenance	1,925.00			1,925.00
Total	141,202.22	56%	56,959.02	198,161.24
Administration				
Marketing Supervisor	1,344.00			1,344.00
Wages	5,909.76			5,909.76
Payroll Expenses	827.37			827.37
Health Benefits	480.00			480.00
Mileage				0.00

Accounting Fees	5,832.32			5,832.32
Bank Charges				0.00
Insurance - Liability, D and O, WC	2,151.00			2,151.00
Legal Fees_Civitas	10,067.07		15,932.93	26,000.00
Dues & Subscriptions	1,467.00			1,467.00
Phone	1,164.00			1,164.00
Office Expense	300.00			300.00
Rent	0.00			0.00
Professional Development	0.00			0.00
Postage/Mailing Service	144.00			144.00
Travel/Entertainment	0.00			0.00
Total Admin	29,686.52	11.8%	15,932.93	45,619.45
Reserved Micro Zone				
@16%_\$40,354.52	40,354.52	16%	32,193.20	
Quincy 33% = \$13,316.99	13,316.99		5,424.90	18,741.89
Lake Almanor 66% = \$26,633.98	26,633.98		25,974.23	52,608.21
Indian Valley 1% = \$403.55	403.55		794.07	1,197.62
Reserved	40,354.52		32,193.20	72,547.72
Other Reserved Cash Allocations				
Contingency 3%_Restricted Fund	7,566.47	3%		7,566.47
County Collection 2%	5,024.32	2%		5,024.32
Total Projected Activity	223,834.05	89%		328,919.20
Projected Income Less Budgeted Activity				28,381.71
Year End Cash Gain/(Loss)	28,381.71			

**Feather River Tourism Association
Compiled Financial Statements
December 31, 2024**

ACCOUNTANTS COMPILATION REPORT

To the Board of Directors
Feather River Tourism Association
Quincy, CA 95971

Management is responsible for the accompanying financial statements of Feather River Tourism Association a California Non-Profit Mutual Benefit Corporation, which comprise the Statement of Financial Position as of December 31, 2024 and the related Statement of Activities for the Period From January 1, 2024 to December 31, 2024 in accordance with cash basis accounting. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusion about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement, however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

As described in Note 6, we are not independent with respect to Feather River Tourism Association.



SingletonAuman PC

April 21, 2025

Feather River Tourism Association
Statement of Financial Position
As of December 31, 2024

	Dec 31, 24
ASSETS	
Current Assets	
Checking/Savings	
Plumas Bank 4415	
Operating Fund	56,959.02
Contingency Reserve	15,932.93
Microzone Fund	
Microzone #1 Quincy/Bucks Lake	5,424.90
Microzone #2 Lake Almanor	25,974.23
Microzone #3 Indian Valley	794.07
Total Microzone Fund	32,193.20
Total Plumas Bank 4415	105,085.15
Total Checking/Savings	105,085.15
Total Current Assets	105,085.15
Other Assets	
Organization/Start-up Expense	28,317.46
Total Other Assets	28,317.46
TOTAL ASSETS	133,402.61
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	2,382.16
Total Other Current Liabilities	2,382.16
Total Current Liabilities	2,382.16
Total Liabilities	2,382.16
Equity	
Unrestricted Net Assets	134,793.77
Net Income	-3,773.32
Total Equity	131,020.45
TOTAL LIABILITIES & EQUITY	133,402.61

Feather River Tourism Association
Statement of Activities
January through December 2024

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
Program Income	
Contracted Assessment	1,206.30
Gross District Assessments	257,528.73
Total Program Income	<u>258,735.03</u>
Total Income	<u>258,735.03</u>
Expense	
Marketing Expense	
Salaries & Wages	14,524.43
Payroll Taxes	1,397.51
Health Benefits	1,761.18
Work Comp Insurance	480.24
Mileage	685.01
Conferences	2,800.00
Content Strategy/Social Media	18,000.00
FB Ads & Management	29,400.00
Miscellaneous	1,750.00
PR/Marketing Contract	40,250.00
Digital/Print	23,034.97
Social Media FB & IG Posts	16,926.00
Stakeholder Training/Communicat	1,207.11
Travel/Entertainment	1,265.43
Visual/Asset Development	1,147.30
Website Maintenance	1,846.51
Total Marketing Expense	<u>156,475.69</u>
Overhead & Administration	
Salaries & Wages	24,231.86
Payroll Taxes	2,515.97
Health Benefits	1,488.82
Mileage	164.80
Accounting Fees	5,089.00
Amortization-Organizational Exp	2,574.32
County Assessment Collect Fee	5,150.58
Dues & Subscriptions	5,473.64
Insurance - Liability, D and O	2,023.10
Legal Fees	8,500.00
Office Expense & Supplies	998.58
Outside Contract Services	2,800.00
Postage, Mailing Service	163.20
Professional Development	775.00
Rent	2,724.00
Telephone & Internet	1,062.60
Travel/Entertainment	215.83
Total Overhead & Administration	<u>65,951.30</u>
Microzone Allocations	
Specific Area Funding	
Almanor Area	22,511.70
Quincy Area	17,569.66
Total Specific Area Funding	<u>40,081.36</u>
Total Microzone Allocations	<u>40,081.36</u>
Total Expense	<u>262,508.35</u>
Net Ordinary Income	<u>-3,773.32</u>
Net Income	<u><u>-3,773.32</u></u>

See the Accompanying Accountant's Compilation Report

Feather River Tourism Association
Notes to Financial Statements
Selected Information - Substantially All Disclosures Required
by Generally Accepted Accounting Principles Are Not Included
December 31, 2024

1. Nature of Operations

The Plumas County Board of Supervisors passed a resolution to form the Feather River Tourism Management District (FRTMD) in 2020. The Feather River Tourism Association (Association) was formed in California as a Nonprofit Mutual Benefit Corporation on January 28, 2019 to accept District Assessments collected by Plumas County from lodging providers to promote the common interests of, and improve business conditions for Plumas County lodging providers through the operation of a tourism marketing district and other programs and initiatives.

2. Summary of Significant Accounting Policies

A summary of Feather River Tourism Association Accounting Policies are as follows:

The accounting year for the company begins January 1st and ends December 31st.

The Association prepares its financial statements on the cash basis. Revenue is recorded when received and expenses when disbursed.

As specified in the Feather River Tourism Management District 31% of assessment revenues collected shall be committed to Microzone funding.

As specified in the Feather River Tourism Management District 3% of collected assessments shall be designated for contingency expenses.

3. Organization Expense

The Association incurred organizational expenses of \$43,614.74 prior to the commencement of actual operations on January 1, 2021 including payments to Civitas to provide the expertise to create the required Plumas County Tourism Marketing District. The Association elected to expense \$5,000 in 2021 and amortize the balance over 15 years at the rate of \$2,574.32 per year.

	2024	2023
Organization/Startup Expense	\$ 43,614.74	\$ 43,614.74
Less Accumulated Amortization	(15,297.28)	(12,722.96)
Net Organization/Startup Expense	<u>\$ 28,317.46</u>	<u>\$ 30,891.78</u>
Amortization expense for the periods ended December 31, 2024 and December 31, 2023 consist of (respectively):	<u>\$ 2,574.32</u>	<u>\$ 2,574.32</u>

Feather River Tourism Association
Notes to Financial Statements
Selected Information - Substantially All Disclosures Required
by Generally Accepted Accounting Principles Are Not Included
December 31, 2024

4. Income Taxes

The Association received tax-exempt status under Internal Revenue Code Section 501(c)(6) on July 7, 2021 and has applied for status as a tax-exempt corporation under California Tax Law. It should only incur a tax liability if it receives income unrelated to its core nonprofit activities.

5. Microzone Funding

The Association allocated 31% of its 2024 budget to Micro-Zone Marketing to focus on local tourism promotions for each of the three micro-zones. Funds in the amount of \$32,193 will be carried over from 2024 in their own allocation of the cash remaining in Plumas Bank checking at 12/31/24.

6. Independence

As a function of our monthly accounting service, SingletonAuman PC makes routine adjusting entries to the books of Feather River Tourism Association without Feather River Tourism Association management's approval. It has been determined that this is a management function and thus impairs our independence.

**Feather River Tourism Association
Supplementary Information
December 31, 2024**

Feather River Tourism Association
Comparative Statement of Financial Position
As of December 31, 2024

	Dec 31, 24	Dec 31, 23
ASSETS		
Current Assets		
Checking/Savings		
Plumas Bank 4415		
Operating Fund	56,959.02	32,128.45
Contingency Reserve	15,932.93	16,670.88
Microzone Fund		
Microzone #1 Quincy/Bucks Lake	5,424.90	19,517.89
Microzone #2 Lake Almanor	25,974.23	35,300.11
Microzone #3 Indian Valley	794.07	888.05
Total Microzone Fund	32,193.20	55,706.05
Total Plumas Bank 4415	105,085.15	104,505.38
Total Checking/Savings	105,085.15	104,505.38
Total Current Assets	105,085.15	104,505.38
Other Assets		
Organization/Start-up Expense	28,317.46	30,891.78
Total Other Assets	28,317.46	30,891.78
TOTAL ASSETS	133,402.61	135,397.16
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
Payroll Clearing	0.00	20.00
Payroll Liabilities	2,382.16	583.39
Total Other Current Liabilities	2,382.16	603.39
Total Current Liabilities	2,382.16	603.39
Total Liabilities	2,382.16	603.39
Equity		
Unrestricted Net Assets	134,793.77	176,192.38
Net Income	-3,773.32	-41,398.61
Total Equity	131,020.45	134,793.77
TOTAL LIABILITIES & EQUITY	133,402.61	135,397.16

Feather River Tourism Association
Comparative Statement of Activities
January through December 2024

	Jan - Dec 24	Jan - Dec 23
Ordinary Income/Expense		
Income		
Grants		
ARPA	0.00	10,000.00
Total Grants	0.00	10,000.00
Program Income		
Visit CA Ad Campaign	0.00	4,500.00
Contracted Assessment	1,206.30	1,666.14
Gross District Assessments	257,528.73	206,344.01
Total Program Income	258,735.03	212,510.15
Total Income	258,735.03	222,510.15
Expense		
Marketing Expense		
Salaries & Wages	14,524.43	18,709.17
Payroll Taxes	1,397.51	1,858.49
Health Benefits	1,761.18	2,050.00
Work Comp Insurance	480.24	434.01
Mileage	685.01	644.81
Branding	0.00	1,795.00
Conferences	2,800.00	0.00
Content Strategy/Social Media	18,000.00	32,339.50
FB Ads & Management	29,400.00	0.00
Miscellaneous	1,750.00	0.00
PR/Marketing Contract	40,250.00	16,900.00
Digital/Print	23,034.97	31,720.07
Social Media FB & IG Posts	16,926.00	10,500.00
Stakeholder Training/Communicat	1,207.11	0.00
Travel/Entertainment	1,265.43	0.00
Visual/Asset Development	1,147.30	2,285.48
Web Fees	0.00	797.00
Website Maintenance	1,846.51	2,184.25
Total Marketing Expense	156,475.69	122,217.78
Overhead & Administration		
Salaries & Wages	24,231.86	17,201.25
Payroll Taxes	2,515.97	1,358.63
Health Benefits	1,488.82	450.00
Work Comp Insurance	0.00	95.27
Mileage	164.80	265.92
Accounting Fees	5,089.00	7,400.75
Amortization-Organizational Exp	2,574.32	2,574.32
Bank Charges	0.00	25.00
County Assessment Collect Fee	5,150.58	4,126.87
Dues & Subscriptions	5,473.64	3,331.70
Insurance - Liability, D and O	2,023.10	1,981.44
Interest Expense	0.00	150.00
Legal Fees	8,500.00	1,300.00
Office Expense & Supplies	998.58	1,053.84
Outside Contract Services	2,800.00	10,088.75
Postage, Mailing Service	163.20	0.00
Professional Development	775.00	982.42
Rent	2,724.00	1,782.00
Telephone & Internet	1,062.60	1,136.73
Travel/Entertainment	215.83	0.00
Total Overhead & Administration	65,951.30	55,304.89

See the Accompanying Accountant's Compilation Report

Feather River Tourism Association
Comparative Statement of Activities
January through December 2024

	<u>Jan - Dec 24</u>	<u>Jan - Dec 23</u>
Microzone Allocations		
Specific Area Funding		
Indian Valley #3	0.00	532.87
Almanor Area	22,511.70	59,901.63
Quincy Area	17,569.66	25,951.59
	<u>40,081.36</u>	<u>86,386.09</u>
Total Specific Area Funding	40,081.36	86,386.09
Total Microzone Allocations	<u>40,081.36</u>	<u>86,386.09</u>
Total Expense	<u>262,508.35</u>	<u>263,908.76</u>
Net Ordinary Income	<u>-3,773.32</u>	<u>-41,398.61</u>
Net Income	<u><u>-3,773.32</u></u>	<u><u>-41,398.61</u></u>

Feather River Tourism Association
Statement of Activities Budget vs. Actual
January through December 2024

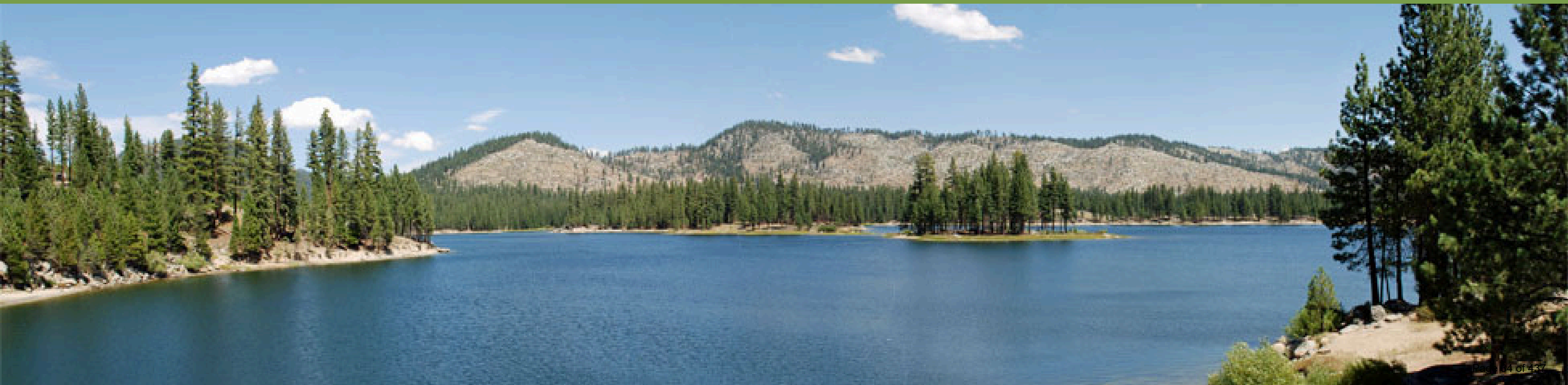
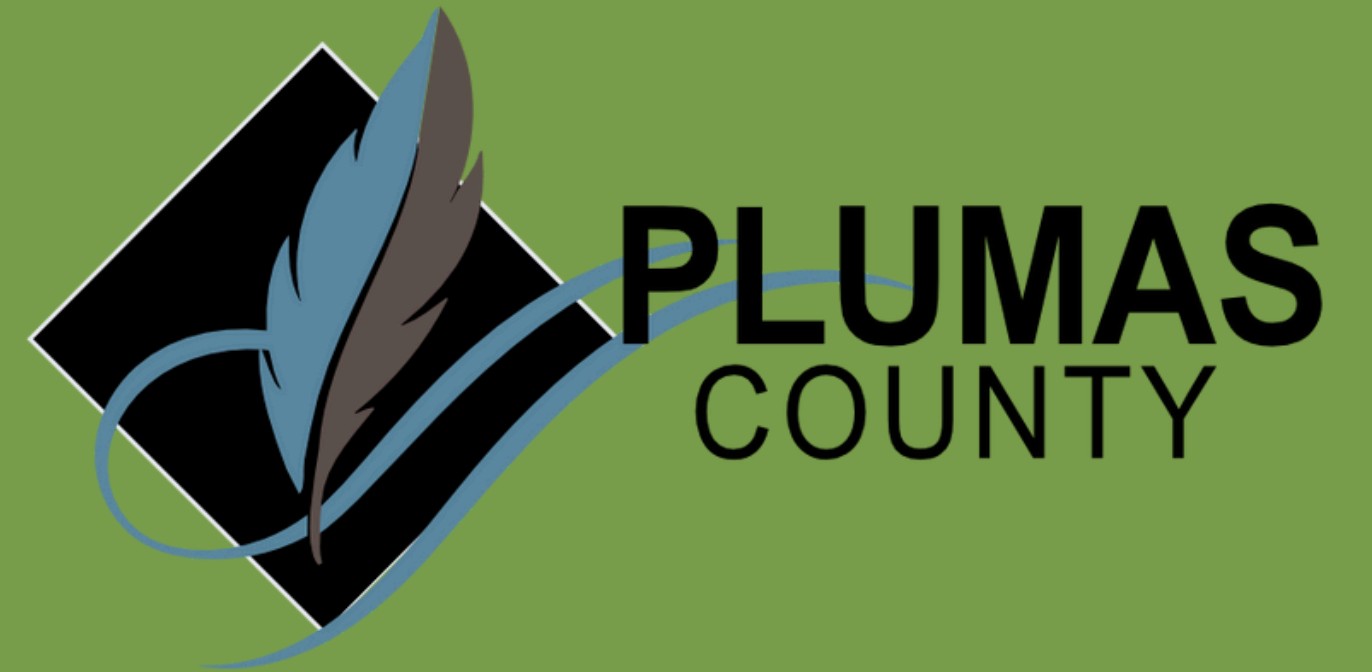
	Jan - Dec 24	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
Program Income			
Contracted Assessment	1,206.30	1,463.00	-256.70
Gross District Assessments	257,528.73	219,014.04	38,514.69
Total Program Income	258,735.03	220,477.04	38,257.99
Total Income	258,735.03	220,477.04	38,257.99
Expense			
Marketing Expense			
Salaries & Wages	14,524.43	31,605.00	-17,080.57
Payroll Taxes	1,397.51	4,424.70	-3,027.19
Health Benefits	1,761.18		
Work Comp Insurance	480.24		
Mileage	685.01		
Conferences	2,800.00		
Content Strategy/Social Media	18,000.00	15,000.00	3,000.00
FB Ads & Management	29,400.00	24,500.00	4,900.00
Miscellaneous	1,750.00		
PR/Marketing Contract	40,250.00	45,150.00	-4,900.00
Digital/Print	23,034.97	20,229.50	2,805.47
Social Media FB & IG Posts	16,926.00	16,776.00	150.00
Stakeholder Training/Communicat	1,207.11	1,000.00	207.11
Travel/Entertainment	1,265.43		
Visual/Asset Development	1,147.30	8,000.00	-6,852.70
Website Maintenance	1,846.51	3,250.00	-1,403.49
Total Marketing Expense	156,475.69	169,935.20	-13,459.51
Overhead & Administration			
Salaries & Wages	24,231.86	32,840.04	-8,608.18
Payroll Taxes	2,515.97	4,597.56	-2,081.59
Health Benefits	1,488.82		
Mileage	164.80		
Accounting Fees	5,089.00	7,800.00	-2,711.00
Amortization-Organizational Exp	2,574.32		
County Assessment Collect Fee	5,150.58	4,380.28	770.30
Dues & Subscriptions	5,473.64	3,230.52	2,243.12
Insurance - Liability, D and O	2,023.10	2,151.00	-127.90
Legal Fees	8,500.00		
Office Expense & Supplies	998.58	900.00	98.58
Outside Contract Services	2,800.00		
Postage, Mailing Service	163.20		
Professional Development	775.00		
Rent	2,724.00	3,000.00	-276.00
Telephone & Internet	1,062.60	1,152.00	-89.40
Travel/Entertainment	215.83		
Total Overhead & Administration	65,951.30	60,051.40	5,899.90
Microzone Allocations			
Specific Area Funding			
Almanor Area	22,511.70		
Quincy Area	17,569.66		
Total Specific Area Funding	40,081.36		
Total Microzone Allocations	40,081.36		
Total Expense	262,508.35	229,986.60	32,521.75
Net Ordinary Income	-3,773.32	-9,509.56	5,736.24
Net Income	-3,773.32	-9,509.56	5,736.24

See the Accompanying Accountant's Compilation Report

Plumas County Tourism

Destination Plumas County

WWW.PLUMASCOUNTY.ORG





Tourism & Economic Stability

Establishing Plumas County as a thriving, year-round travel destination, offering unique and authentic experiences.

Stimulating the local economy by attracting visitors, showcasing the region's natural beauty and vibrant culture.

Is a Tourism District Important?

**Sustainable Source
of Funding**

**Funds Destination
Marketing Outside
of Government**

**Drives Economic
Growth**

**Addresses the
Seasonality of
Demand**

Creates Jobs

**Promotion of
Sustainable
Tourism**





Marketing Strategies

Branding and Messaging

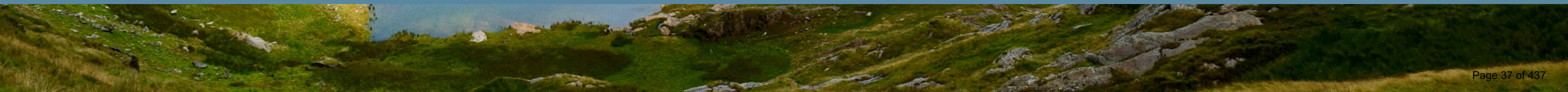
Unified brand identity to differentiate Plumas County from competitors. Focus - region's unique character and appeal to specific target audiences.

Key Messages

Plumas County's proximity to major cities, natural beauty, diverse terrain, wide open spaces, four season appeal, and unpretentious small town vibe.

Target Audience

Key target demographics include Millennials and residents of Reno, Sacramento and Bay Area. Attracting those whose values align with region's character, ensuing positive experience of visitors and residents




Marketing Strategies

Destination Pillars

PCT's marketing plan focuses on four main pillars:

- Personalized outdoor adventure.
- Relax and recharge.
- Arts, Music and culture.
- History and Nostalgia.



Marketing Tools to Attract Visitors

Website

Modern design, mobile optimization, high quality images, videos, blogs and suggested itineraries to showcase Plumas County's diverse offerings.

Digital Marketing

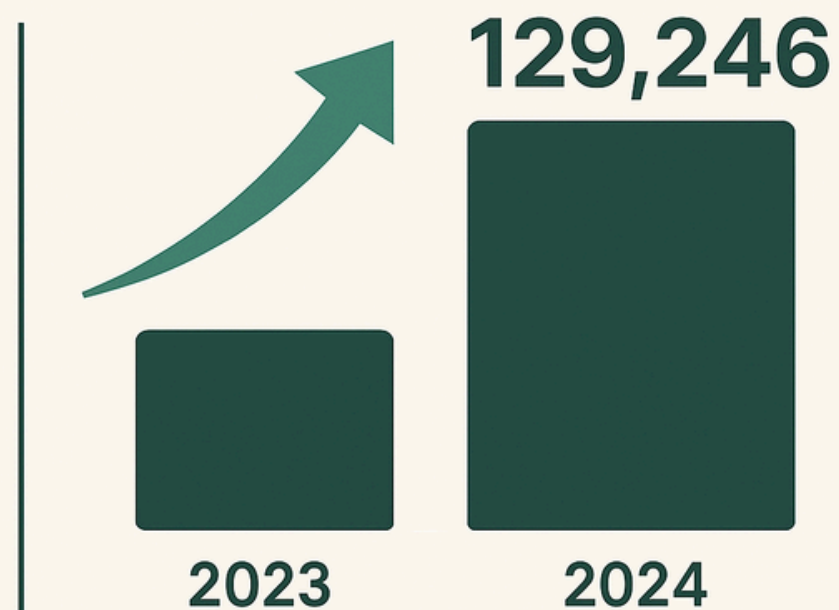
Utilized to reach target audiences and drive traffic to the website: Social media. Paid Advertisings, Content marketing (blogs, articles, video). Email marketing

Public Relations and Partnerships

Collaboration with strategic partners, Visit California, Upstate California, Explore Butte, Visit Siskiyou. Press releases to regional and national media to secure coverage in publications.

Measuring Success

SIGNIFICANT WEBSITE TRAFFIC GROWTH



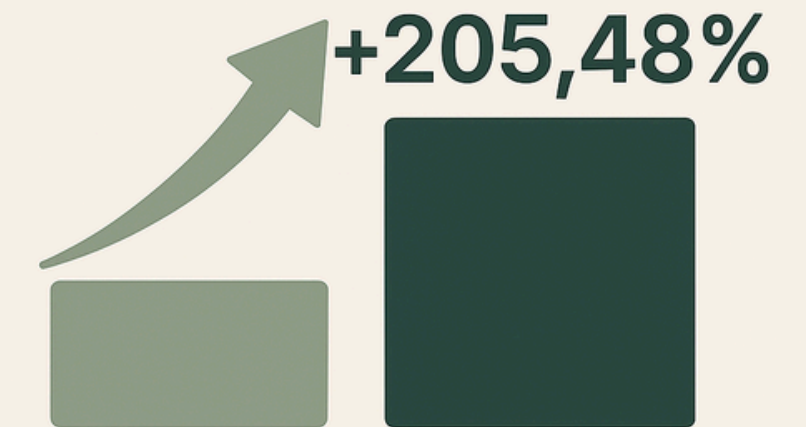
Achieved a 41,73% increase in website users in 2024 compared to 2023, reaching 129,246 users.

INCREASED VISITOR ENGAGEMENT



Total sessions increased by 42,78% and page views by 29,04%.

INCREASE IN "PLACES TO STAY" VIEWS



Places to Stay

Book Now +59,50%

"Book Now" conversions increased by 59,50%.

A person wearing a black helmet and a black backpack is standing on a paved path, looking out over a vast, green, open field. In the background, there are rolling hills and mountains under a clear blue sky. The person is holding a blue bicycle with a black child seat attached to the back. The child seat has a grey canopy and a small window showing a child inside. The overall scene is peaceful and scenic, suggesting a family outing or a leisure ride in a rural area.

Visitor Interest

- PlumasCounty.org had approximately 27 pages ranking #1 in Google Search as of February 2025.
- Top Visitor Interest Areas: Information on outdoor activities (50.8%), accommodations (46.2%), and things to do and see (40%).

Success Stories



Greenhorn
Ranch,
Timberhouse



Visit California
Media Event &
PBS



California Road
Trips

2025 Introducing

bandwangoTM
The Destination Experience Engine

- Mobile pass that drives visitors and revenue into our communities.
- Showcases local restaurants, breweries, attractions and more.
- Tracks visitor interactions and delivers proven economic impact.



"Like a Local" Itinerary Passes



History Tour



Breweries &
Taverns



Volcanic Legacy.
Scenic Byway.



Discover Quincy.

Visit California Studies

- Cautious forecasts for visitor demand
 - Recovery to 2019 not forecast until 2028
- TIDs at the forefront of destination marketing
- \$1 of TID revenue = \$70 economic return
- PCT competes with a \$250K budget
- Case study - Colorado
 - 1st year loss in traveler spending \$1.4 Billion
 - 2.4 billion after 4 years
 - Declined from 1st to 17th

Quincy/Bucks Lake/Feather River Canyon Microzone Impacts

Publications/Advertising

Plein Air Brochure
Quincy Walking Tour Brochure

Events

Lost Sierra Plein Air Art Festival
For the Funk of It Musical Festival
FreQuincy Concerts
Sierra Buttes Mountain to Meadows Endurofest
Sparkle
Homegrown Americana Festival
Plumas Arts Harvest Festival

31% of district revenues are directed to microzones for specific funding opportunities.

Lake Almanor Basin/Indian Valley Microzone Impacts 2024

Publications/Advertising

National Park Guide
Nor-Cal Print/Digital Advertising
Reno Life-Style Magazine Advertising

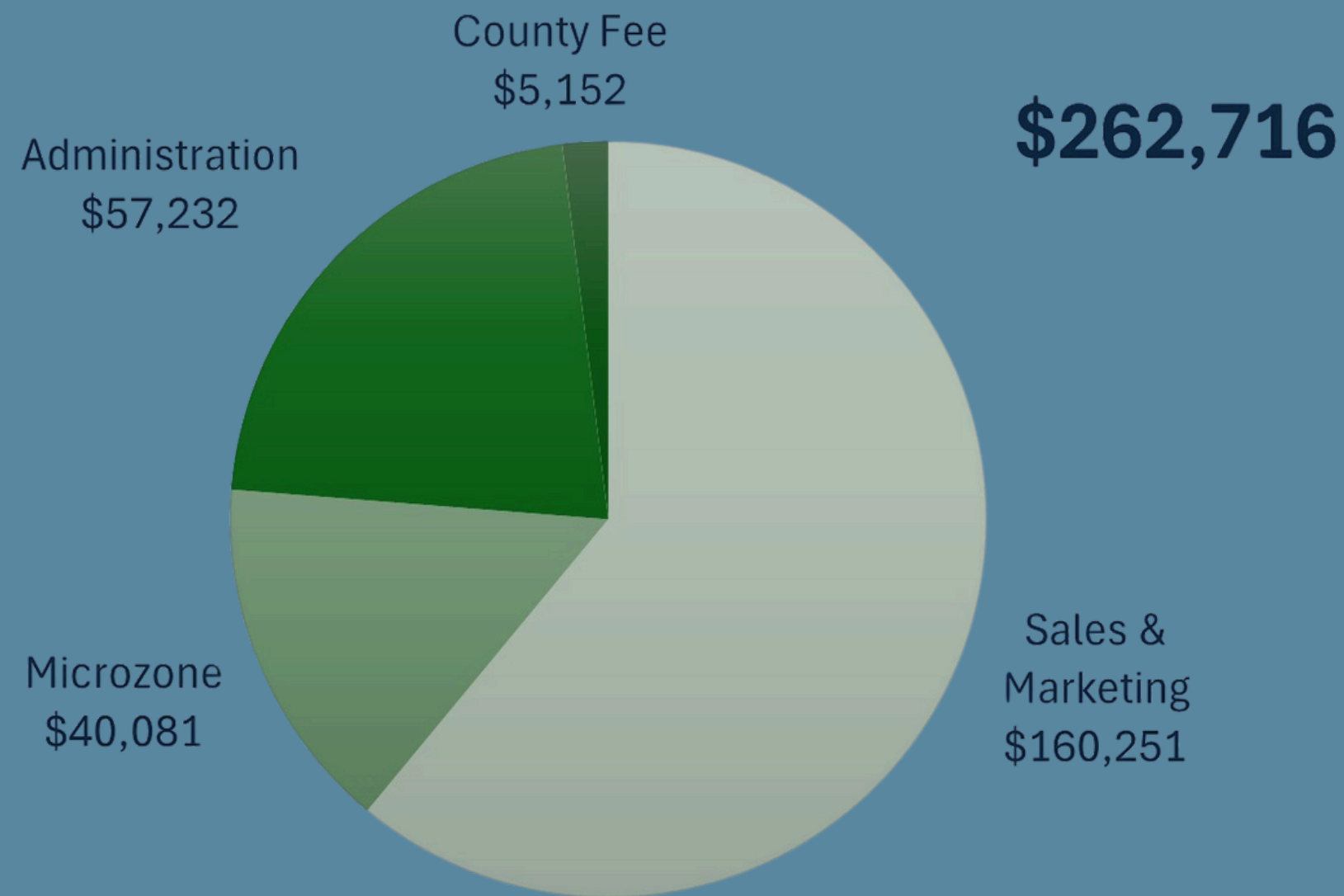
Events

Audubon Grebe Festival
BAM Tournament
New Years Eve Fireworks
2023 & 2024 Holiday Shopping Tour
Courage Triathlon
Riley's Jerky Anniversary

31% of district revenues are directed to microzones for specific funding opportunities.

Challenges

2024 Expenditures



Administrative costs have not achieved economies of scale relative to revenues and workload.



2025 Continuing Hard Earned Momentum

Guides and Publications

Digital Campaigns

Monthly News Releases

Social Media

Website Enhancements

Seasonal Promotions

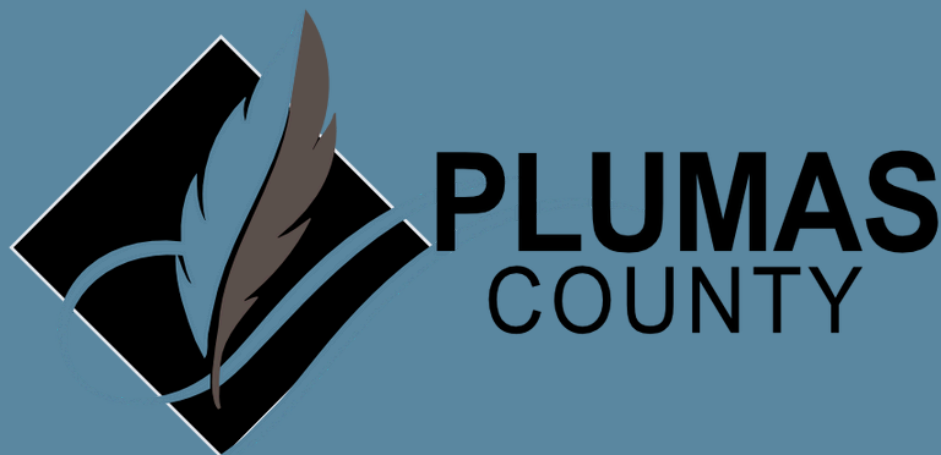
Continuing to build visual assets



Continuing Momentum for Plumas County

- Renewal of district - 2026-2036
- Meeting economies of scale crucial to continuing operation.
- Increased revenues with AirBnB, VRBO compliance

*We thank the board of supervisors for your support for the
important contribution tourism makes to the economy of
Plumas County.*





**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: July 15, 2025

SUBJECT: Presentation: Receive a presentation from the Plumas Fire Wise Council. (15 Minutes)

Recommendation:

Presentation: Receive a presentation from the Plumas Fire Wise Council. (15 Minutes)

Background and Discussion:

Presentation: Receive a presentation from the Plumas Fire Wise Council. (15 Minutes)

Action:

Presentation: Receive a presentation from the Plumas Fire Wise Council. (15 Minutes)

Fiscal Impact:

Presentation: Receive a presentation from the Plumas Fire Wise Council. (15 Minutes)

Attachments:

1. FIREWISEPRESENTATIONtoBOS07152025
2. FirewiseBOSpresentation 1pageSummaryJuly2025



Programs

1. Hazardous Fuels Reduction on Public + Private Lands
2. Senior/Disabled
3. Chipping
4. Plumas Under Burn Cooperative
5. Firewise Communities

Plumas County Firewise Presentation

Old Highway→ Established Small Community

Quincy→ New Large Community

Old Highway

Dwelling Units

13

Topography

Nine residences flat meadow-like setting facing south towards La Porte Road
Four residences to the north wooded and hilly areas along gravel access roads

Past Activities

- ❖ Fire Safe Council treated 140 acres in 2021 → limbed, thinned & masticated
- ❖ Over 6 of those acres have been treated by Plumas Underburn
- ❖ Residents raised money & coordinated the installation of a 7500 gallon water tank

2024 National Fire Protection Agency Certification

- ❖ Since 2019, Community has reported 470,000 volunteer hours
- ❖ Resident home hardening include
 - ❖ a new roof
 - ❖ new siding
 - ❖ screen replacements
 - ❖ brush removal
 - ❖ dead tree removal
- ❖ Last year, residents paid for the removal of 32 dead trees

Challenges

- ❖ HFR project produced acres of chipped/masticated debris
 - To prevent crown fire underburn needs to be performed
- ❖ Evacuation routes have only one paved exit onto Highway 70
 - Replacing blockage (earthen berm) from old access road with gate
- ❖ The demographics of our Firewise Community shows an aging population
 - BOS support of the Plumas County Fire Safe Council

Activities planned for 2025

- Create a burn plan for prescribed fire to strategically protect resident assets
- Support efforts for residents to create more defensible space around homes







Quincy

	Quincy (including East Quincy)
Dwelling Units	1,713
Number of Residents	3,778
Topography	Flat valley surrounded by foothills 16.3 Square miles

Summary of Community Assessment

- 90% of homes have need for gutter cleaning and raking pine needles
- 75% homes have tree density ladder fuels close to homes

Past Activities

- Plumas Underburn Cooperative (PCFSC)
- Utilized Fire Safe Council Chipping Program (PCFSC)
- Utilized Senior and Disabled Program (PCFSC)

2024 National Fire Protection Agency Certification

Volunteer Hours
5,000

\$\$ Equipment + Landscape Hardening
\$150,000

Activities Planned for 2025

- Continued use of Underburn, Chipping and Senior/Disabled Programs
- Increase community participation in fuels reduction efforts
- Engage with other entities to reach scale

Challenges

- ❖ Need increase in participation from larger community
 - BOS suggestions on including more residents in effort
- ❖ Large scale projects require significant funding streams
 - BOS support of the Plumas County Fire Safe Council
 - Assist in identification of funding sources
 - Develop 5 Year Plan focusing on residential fire resilience
 - Letter of Support for Firewise Communities for grants













Programs

Hazardous Fuels Reduction on Public + Private Lands
Senior/Disabled
Chipping
Plumas Under Burn Cooperative
Firewise Communities

Plumas County Firewise Presentation

	<u>Old Highway?</u>	<u>Quincy (including East Quincy)?</u>
	Established Small Community	New Large Community
Dwelling Units	13	1,713
Topography	Meadow with Some Hillside 200 acres	Flat Valley rimmed with hills 16.3 square miles

Past Activities

Old Highway

Fire Safe Council treated 140 acres in 2021²limbed, thinned & masticated
Over 6 of those acres have been treated by Plumas Underburn
Residents raised money & coordinated the installation of a 7500-gallon water tank

Quincy

Plumas Underburn Cooperative (PCFSC)
Utilized Fire Safe Council Chipping Program (PCFSC)
Utilized Senior and Disabled Program (PCFSC)

Activities planned for 2025

Old Highway

Create a burn plan for prescribed fire to strategically protect resident assets
Support efforts for residents to create more defensible space around homes

Quincy

Continued use of Underburn, Chipping, and Senior/Disabled Programs
Increase community participation in fuels reduction efforts
Engage with other entities to reach scale

Challenges with → Strategies

Old Highway

HFR project produced acres of chipped/masticated debris→To prevent crown fire utilize under burn
Evacuation routes have only one paved exit onto Highway 70→Replacing berm from old access road with gate
The demographics of our Firewise Community shows an aging population→BOS support of the Fire Safe Council

Quincy

Need increase participation from larger community→BOS suggestions on including more residents in effort
Sustainability of Volunteer Efforts at county level →BOS support of the Plumas County Fire Safe Council
→BOS Assist in identification of funding sources
→BOS assist in 5 Year Plan for Residential Fire Resilience
→BOS Letter of Support for Firewise Communities for grants



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District to help support Suicide Prevention and Mental Health Awareness activities; effective July 1, 2025, not to exceed \$15,000.00; (No General Fund Impact) Mental Health Services Act State funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District to help support Suicide Prevention and Mental Health Awareness activities; effective July 1, 2025, not to exceed \$15,000.00; (No General Fund Impact) approved as to form by County Counsel.

Background and Discussion:

Ongoing programming will continue with the emphasis on stigma reduction, mental health awareness and suicide prevention. FRC will use MHSA funds to help support activities such as guest speakers, mental health/prevention swag, workbooks, journals and other supplies focused on prevention and intervention issues, with the goal of reducing the number and severity of mental health issues within the campus community.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Feather River Community College District to help support Suicide Prevention and Mental Health Awareness activities; effective July 1, 2025, not to exceed \$15,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act: State funding

Attachments:

1. FRC 25 26

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Feather River Community College District**, a government entity (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed fifteen thousand dollars (\$15,000.00).
3. Term. The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement. 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 thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the

____ COUNTY INITIALS

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CONTRACTOR INITIALS ZZ

greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS KL

- 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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

COUNTY INITIALS

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CONTRACTOR INITIALS

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

County:

Sharon Sousa, LMFT
Plumas County Behavioral Health Director
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Feather River College
570 Golden Eagle Avenue
Quincy, CA
Attention: Carlie McCarthy, Dean of Student Services

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS



hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County..

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

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

[SIGNATURES ON FOLLOWING PAGE]

____ COUNTY INITIALS

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CONTRACTOR INITIALS 7/2

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

CONTRACTOR:

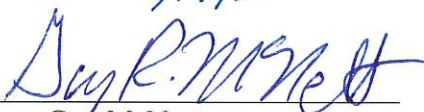
Feather River College, a political subdivision
of the State of California

By: 

Name: Kevin Trutna, PhD

Title: President/Superintendent

Date signed: 5/19/25

By: 

Name: Guy McNett

Title: President, Board of Trustees

Date signed: 6/11/25

COUNTY:

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

By:  Sharon R. Sousa, LMFT

Name: Sharon Sousa LMFT

Title: Behavioral Health Director

Date signed: 04/30/2025

APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

Attest:

By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date:

Approved as to form:

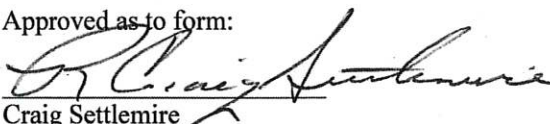

Craig Settemire
Counsel

EXHIBIT A - SCOPE OF WORK
Feather River College – Student Mental Wellness Center

The Student Mental Health and Wellness Center on campus is dedicated to mental illness/suicide prevention and education and support of mental health and wellness for Feather River College (FRC) students, including Transitional Age Youth (TAY). The center provides individual and group counseling, crisis intervention, consultation, outreach, programming, workshops and referrals to community providers.

The following services and activities shall be completed under this agreement:

Ongoing programming will continue with the emphasis on stigma reduction, mental health awareness and suicide prevention. FRC will use MHSA funds to help support Suicide Prevention activities during the month of September, Mental Health Awareness activities during the month of May and stigma reduction activities throughout the Fall and Spring semesters. Such activities may include things like speakers, assemblies, or other groups focused on Mental Health, community activities, Mental Health swag, Suicide Prevention Swag, workbooks, journals and other supplies focused on Mental Health Awareness and reducing stigmas for all FRC students.

Existing partnerships with PCIRC, Plumas County Behavioral Health, Plumas District Hospital, Plumas Rural Services, and other agencies will continue. The FRC Student Mental Health and Wellness Center will refer more pronounced mental health issues and follow-up cases to community providers. The Center will provide prevention and intervention surrounding mental health issues at FRC, with the goal of reduction of the number and severity of mental health issues within the campus community.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices, and quarterly reports in the fiscal year for which services are delivered. Each invoice and quarterly report should reflect a reimbursement for supplies, groups and services that were delivered during that quarter. These funds are not for supporting direct client therapy services.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.





**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini Tai Chi Instructor; effective July 1, 2025; not to exceed \$25,000.00; (No General Fund Impact) Mental Health Services Act State funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini, Tai Chi Instructor, effective July 1, 2025; not to exceed \$25,000.00; (No General Fund Impact) Mental Health Services Act State funding; approved as to form by County Counsel.

Background and Discussion:

The Tai Chi program is being offered as a Wellness Center Activity, available to clients and community members as part of wellness and recovery. Tai Chi has been proven to benefit and improve overall functioning both physically and mentally.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Maria Assunta Vicini, Tai Chi Instructor, effective July 1, 2025; not to exceed \$25,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act: State funding

Attachments:

1. Tai Chi 25 26

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Maria Assunta Vicini, a sole proprietor (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 Twenty Five thousand dollars (\$25,000.00).
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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS MV

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

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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

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

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

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS HW

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS W

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of
22. 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.
23. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Maria Assunta Vicini, a Sole Proprietor
PO Box 49
Portola, CA 96122-0049

24. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
25. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
26. 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.
27. 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
28. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and 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.
29. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
30. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

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

CONTRACTOR:

Maria Assunta Vicini, a Sole Proprietor

By: Maria Assunta Vicini
Name: Maria Assunta Vicini
Title: Sole Proprietor
Date signed: 05/29/2025

COUNTY:

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

By: Sharon P. Sousa, LMFT
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 05/20/2025

APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:

Sara James
Sara James, Attorney
County Counsel's Office

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 Maria Assunta Vicini, an individual, 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 HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

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

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

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

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

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

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

2. Obligations of Business Associate

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a

violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected 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)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

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

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or 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 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

Name: Sharon Sousa _____
Title: Behavioral Health Director _____
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: Sharon P. Sousa, cmft
Date: 05/28/2025

BUSINESS ASSOCIATE

Name: Maria Assunta Vicini _____
Title: Tai Chi Instructor _____
Address: PO Box 49
Portola, CA 96122
Signed: Maria Assunta Vicini
Date: 05/29/2025

EXHIBIT A - SCOPE OF WORK

Provide Tai Chi classes up to five times each week, during the duration of this contract at the Portola Wellness Center at Portola Station Baptist Church 171, South Gulling Street, Portola, CA, or via zoom.

All work shall be provided according to industry standards.

Maria Assunta Vicini, Tai Chi Instructor, will provide a Tai Chi program consisting of five classes per week, which will provide an overall positive approach to improving mental health through low impact exercise program open to all citizens in the Portola area. These services are paid for out of the Mental Health Services Act.

EXHIBIT B - FEE SCHEDULE

Tai Chi Sessions at \$90.00/Session
Provided five (5) times per week

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School for school-based mental health services; effective July 1, 2025; not to exceed \$140,000.00; (No General Fund Impact) (Mental Health Services Act, MHSA, state funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School for school-based mental health services; effective July 1, 2025; not to exceed \$140,000.00; (No General Fund Impact) (Mental Health Services Act, MHSA, state funding; approved as to form by County Counsel.

Background and Discussion:

Behavioral Health will be contracting with the local Charter School to expand school based services and to meet increasing need for school-based mental health services, to serve up to an additional 350 students. The prevention and early intervention components of the program utilize MTSS (Multi Tiered System of Support) research supported framework developed out of the University of Oregon and now implemented nationwide. MTSS is under the umbrella of PBIS and allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. Plumas Charter currently uses MTSS and will begin working to implement PBIS. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Charter School for school-based mental health services; effective July 1, 2025; not to exceed \$140,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Mental Health Services Act, MHSA, state funding)

Attachments:

1. Plumas Charter School 25 26

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Charter School**, a political subdivision of the State of California (hereinafter referred to as "Contractor").

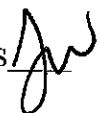
The parties agree as follows:

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 one hundred forty thousand dollars (\$140,000).
3. Term. The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - c. 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).

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- d. 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.
- e. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- f. 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.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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CONTRACTOR INITIALS 

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

County:

Sharon Sousa, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

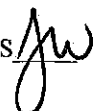
Taletha Washburn, M.Ed. Executive Director
Plumas Charter School
1425 E. Main Street
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive

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orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

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

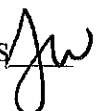
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes

MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

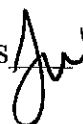
30. The attached BAA is incorporated by this reference and made to protect this agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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CONTRACTOR INITIALS



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

CONTRACTOR:

Plumas Charter School, a political subdivision
of the State of California

By: [Signature] 5/8/25
Name: Taletha Washburn
Title: Executive Director
Date signed:

By: [Signature] 5/8/25
Name: Steve Hill
Title: Governing Board President
Date signed:

COUNTY:

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

By: [Signature]
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 04/30/2025

APPROVED AS TO CONTENT:

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

Attest:

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

Approved as to form:
[Signature]
Craig Settemire
Counsel

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 PLUMAS CHARTER SCHOOL 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)].

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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)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

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

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or 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

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by CE pursuant to this Section or (ii) BA does 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

Name: Sharon Sousa
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: Sharon Sousa, LMFT
Date: 04/30/2025

BUSINESS ASSOCIATE

Name: Taletha Washburn
Title: Executive Director
Address: 1425 E. Main Street
Quincy, California, 95971
Signed: [Signature]
Date: 5/8/25

EXHIBIT A - SCOPE OF WORK

Plumas Charter School – School-Based Mental Health Services and Multi-Tiered Systems of Support

Plumas Charter School and Plumas County Behavioral Health (PCBH) will work in partnership to create a program born out of innovation to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

In an effort to expand this program's reach and scope to meet increasing need for school-based mental health services, PCBH and Plumas Charter School are creating an integrated model of the previously successful school-based program by including school-based Medi-Cal billable mental health services.

The prevention and early intervention components of the program utilize Positive Behavior Interventions and Supports (PBIS), a research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across Plumas Charter School. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports. Plumas Charter School currently uses MTSS and is working towards implementing PBIS.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.

In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Charter School for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III supports provided by Plumas Charter School include IEP evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow Plumas Charter School to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. Plumas Charter School Early Intervention supports also include supports for family members of students, provided by or supported through Behavioral Health Therapists.

Deliverables:

- Plumas Charter School will provide PBIS/MTSS Tier I and Tier II infrastructure practice with fidelity in all PCS school sites in the county.
- Plumas Charter School will provide a .5 FTE Behavioral Health Therapist to serve all school sites throughout the county.

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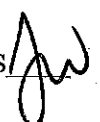
- Plumas Charter School will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance)
- Plumas Charter School will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- Plumas Charter School will provide referral to PCBH for all Tier III individuals for assessment and level of care determination.
- Plumas Charter School will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care.

Measurable outcomes:

- Plumas Charter School will improve timely access to services for the underserved population of school children and youth. Site-based intervention teams meet once to four times monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services. Plumas Charter School will be able to report out the number of students referred to services across the district quarterly (see below for collection method).
- Plumas Charter School will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams meet once to four times monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- Plumas Charter School will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals with the reported number of referrals from Plumas Charter School at the quarterly reporting periods.
- Plumas Charter School will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. The productivity standard is set at 50% due to other prevention and referral related tasks.

Data collection methods:

- Plumas Charter School will utilize our student database to extract demographic reporting of students served.
- Plumas Charter School will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.



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- Plumas Charter School will report out the number of students within the district receiving Tier II evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter School will report out the number of students within the district receiving Tier III referrals to mental health services, reporting PCBH referrals and non-profit or private referrals separately. These numbers will be collected through intervention team meeting minutes by school site.
- Plumas Charter School will report out the number of family members of students at risk that are supported by Student Service Coordinators across the district. These numbers will be collected by Student Service Coordinator documentation of daily contacts.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>250
Transition Age Youth (TAY) (16-25)	>50
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

I. Service Locations

Services rendered pursuant to this agreement shall be at the following location(s).

Plumas Charter School Quincy Campus

1425 E. Main Street
Quincy CA 95971

Indian Valley Academy – Taylorsville

Taylorsville, CA 95983

Plumas Charter School Chester Campus

135 Main St
Chester, CA 96020

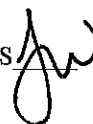
II. Purpose

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program for elementary, junior high, and high school students enrolled at Plumas Charter School, who don't respond to Tier I and Tier II PBIS interventions and supports. A listing and description of these services are detailed in Section VI of this Scope of Work.

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Goal

The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services.

III. Target Population

County-referred Plumas County Medi-Cal beneficiaries.

These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that Plumas Charter School will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will require periodic review for continued service authorization through the Utilization Review (UR) process.

IV. MONITORING

Track and report annually or as noted on the following:

- A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.
- B. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.
- C. Bi-Annual completion of: State Consumer Perception Survey.
- D. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. Plumas Charter School will be held to the documentation standards that are expected by the Department of Healthcare Services.

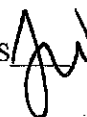
V. MEDI-CAL CERTIFICATION AND GOALS:

- A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health to become a Medi-Cal certified Provider in Plumas

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County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

- B. Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VI. SERVICES

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A. 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B. 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- C. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- D. 1810.232. Plan Development** "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- E. 1810.250. Therapy** "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices, and quarterly reports in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

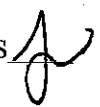
COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

D. Fee Structure:

Program Category	Description of Cost	Maximum Amount
Personnel		
.5 FTE or 1.0 FTE Behavioral Health Specialist as costs allow	100% salary and benefit cost	\$120,000
Supplies	Supplies, materials and incentives for awareness months and PBIS awards	\$2,000

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Travel	Some travel may be necessary between communities	\$4,000
Other	Certificated and classified engagement and support of PBIS implementation Tiers I & II	\$10,000
Indirect	Administrative oversight of PBIS infrastructure and staffs, tech support and equipment, fiscal staff support, facilities and maintenance support	\$4,000
Total MHSA for Year 1		\$140,000
Plumas Charter School In-Kind Expenditures		\$ 0
Total Program Cost		\$140,000

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**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for prevention services program for girls and nonbinary youths ages 11-18; effective July 1, 2025; not to exceed \$30,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for prevention services program for girls and nonbinary youths ages 11-18; effective July 1, 2025; not to exceed \$30,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.

Background and Discussion:

The Visions Youth Prevention Program provides prevention services for up to 15 girls and nonbinary youth, ages 11-18. Originally grounded in research on girls' development, the program was updated in 2022-23 to reflect the changing needs of adolescents and the youth-led desire to increase inclusion in the program. Youth participants in the formerly named Girl's Rite program saw a need to offer this space for their nonbinary classmates in 2022, and the Visions program developed through their leadership and drive.

Visions provides space for girls and nonbinary youth that supports participants' capacity for building self-confidence, physical and emotional resiliency, healthy relationships, and participating in regular physical activity. This work promotes these five protective and promotive factors of the Youth Thrive prevention framework, which is a trauma-informed, strengths-based youth development program to mitigate risk of and/or reduce negative outcomes that may result from untreated mental illness, such as suicide risk, school failure or dropout, and risk of removal of an adolescent from the family home. We know these risks increase significantly for LGBTQ+ youth, including gender non-conforming youth.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for prevention services program for girls and nonbinary youths ages 11-18, effective July 1, 2025; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act Funding;

Attachments:

1. PRS Visions 25 26

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Rural Services**, a California non-profit 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 thirty thousand dollars (\$30,000).
3. Term. The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby

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further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - 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

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property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
- i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County.

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
CONTRACTOR INITIALS *py*

County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

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20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Paula L. Johnston, ~~Chief Operating Officer~~ Executive Director
Plumas Rural Services
711 E. Main Street
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

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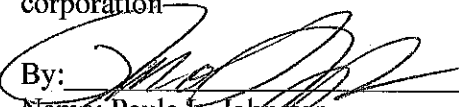
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.


[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

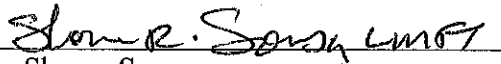
Plumas Rural Services, a California non-profit corporation

By: 
Name: Paula L. Johnston
Title: Executive Director
Date signed: 5/7/25

By: 
Name: Debbie Shirk-McFarland
Title: Fiscal Officer
Date signed:

COUNTY:

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

By: 
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 04/30/2025

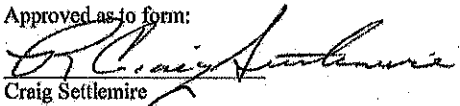
APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:


Craig Settemire
Counsel

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 PLUMAS RURAL SERVICES, 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

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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 CF.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or 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."

1. **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)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

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

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or 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

Name: Sharon Sousa
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: Sharon Sousa, LMF
Date: 04/30/2025

BUSINESS ASSOCIATE

Name: Paula L. Johnston
Title: Executive Director
Address: 711 E. Main Street
Quincy, California, 95971
Signed: Paula Johnston
Date: 5/7/25

EXHIBIT A - SCOPE OF WORK

Plumas Rural Services – Visions Program

The Visions Youth Prevention Program provides prevention services for up to 15 girls and nonbinary youth, ages 11-18. Originally grounded in research on girls' development, the program was updated in 2022-23 to reflect the changing needs of adolescents and the youth-led desire to increase inclusion in the program. Youth participants in the formerly named Girl's Rite program saw a need to offer this space for their nonbinary classmates in 2022, and the Visions program developed through their leadership and drive.

Visions provides space for girls and nonbinary youth that supports participants' capacity for building self-confidence, physical and emotional resiliency, healthy relationships, and participating in regular physical activity. This work promotes these five protective and promotive factors of the Youth Thrive prevention framework, which is a trauma-informed, strengths-based youth development program to mitigate risk of and/or reduce negative outcomes that may result from untreated mental illness, such as suicide risk, school failure or dropout, and risk of removal of an adolescent from the family home. We know these risks increase significantly for LGBTQ+ youth, including gender non-conforming youth.

According to a 2011 study in the Journal of Adventure Education and Outdoor Learning, "all-girls programs create a space for adolescent girls to feel safe, increase their connection with others, and provide freedom from stereotypes." Furthermore, outdoor experiences for teens result in enhanced self-esteem, self-confidence, independence, autonomy and initiative, with positive results persisting for years.

Visions will be delivered in Quincy with afterschool meetings for two (2) hours twice per month during the school year. During these sessions, the program utilizes research-based, age-appropriate curricula focused on guided discussions, youth-developed group guidelines, journaling, positive self-talk, and peer and adult nonviolent communication.

Discussions and activities are dedicated to finding passion and purpose in life; establishing positive, non-violent communication techniques; providing emotional support; problem solving; and building and sustaining trusting relationships. Through regular discussion and interaction, the Coordinator fosters bonds with participants that enables them to use her as a resource when they are facing challenges, including providing warm referrals for mental health assessment, as needed.

Professional women, nonbinary adults and other ally adults in the community are invited to speak and participate in the program regularly, fostering positive relationships with adults in the participants' own community. In addition to promoting protective factors described above, this work fosters an early introduction to possible future professions for participants, giving them relatable role models within their community and aspirational goals that insulate against future risks of unemployment and homelessness.

During the spring, interested youth will attend the annual *Reach for the Future* youth conference in Chico, CA. Hosted by the Butte County Department of Behavioral Health, the Reach Conference is based on a Youth Development framework, providing leadership skills, support, and opportunities for young people. The summer program meets weekly for a full-day trip to someplace in the region that offers hiking and other outdoor recreation opportunities, culminating in a 3-day campout.

Program facilitator deliverables include:

- Holding two (2) afterschool meetings per month during the school year
- Leading seven (7) full-day excursions over the summer
- Leading one (1) multi-day campout over the summer
- Attending one (1) youth leadership development conference (the Reach Conference)
- Referrals to an early intervention or other mental health services will be tracked, reported, and a follow-up call or meeting with the participant and family will be conducted.

Measurable outcomes:

This prevention and improving timely access program will focus on reducing negative outcomes that may result from an untreated mental illness through building protective factors. By the end of the program year and through participant self-assessment or self-perception questionnaires, the program expects:

- increase of at least 60% of enrolled youth who report a perception of increased self-confidence;
- increase of at least 40% of enrolled youth who report a perception of an improved or a healthier relationship with family members or other primary social connections;
- increase of at least 40% of enrolled youth who report perception of improved emotional self-regulation or emotional resiliency;
- Decrease of at least 40% of enrolled youth reporting feelings of depression, sadness or suicidal ideation.

Data collection methods:

PRS collects MHSA-specific demographic data for participants from initial enrollment forms. The Visions Coordinator tracks participation at meetings and other events. PRS also collects data on protective and promotive factors intended to mitigate risk and enhance healthy development and wellbeing. This data on factors of youth resilience, access to system of supports, social/emotional/physical well-being is surveyed via a pre- and post-questionnaire; answers to this questionnaire also help the Coordinator to hone meeting topics for participants' needs.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

Program Category	Description of Cost	Maximum Amount
Personnel		
Girl's Rite Coordinator	0.25 FTE	\$15,000.00
Benefits	FICA, SSI/SUI, W/C, Benefits Plan	\$2,000.00
Supplies	Therapeutic, Office & Program	\$2,000.00
Travel	300 miles/year x \$0.625/mile	\$500.00
Direct Operating Costs	Rent, Utilities, Communications, Building Maintenance, Insurance, Audit	\$2,000.00
Staff Training	General training, REACH Staff Fee	\$350.00
REACH Training Conference	Annual Conference for 5 Attendees	\$2,000.00
Indirect Costs	15% of Direct Costs	\$6,150.00
Total Not to Exceed		\$30,000.00

Budget Description:**Personnel:**


The Visions Program Coordinator works 10 hours/week to recruit, enroll, and work with youth clients in the program. The Coordinator is responsible for collaborating with program partners, coordinating participation of professional women from the community, and the REACH youth conference, and planning and delivering the program's summer excursions.

Benefits include FICA, Social Security, State Unemployment Insurance, and Worker's Compensation.

Supplies:

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

A prorated portion of office supplies based on FTE percentage and actual cost of program supplies (\$150/yr). Therapeutic supplies (such as journals, art supplies, etc.) and snacks for program meetings are included (\$800/yr).

Travel:

300 miles/year @ \$0.625/mile for the Coordinator to travel with participants to the REACH conference and various local excursion locations.

Direct Operating Costs:

Amounts are based on PRS' cost allocation plan and charged based on FTE for staff allocated to this contract or based on actual cost, as appropriate. Rent is based on the federal formula, calculated on FTEs charged. Utilities and building maintenance are calculated based on space allocation use. Cell phone and internet usage for program staff are charged at actual cost. Insurance and audit expenses are prorated based on the percentage of total agency FTEs charged to this program (0.52%).

Staff Training:

Cost for Coordinator to complete training(s) relevant to work in the field of youth development, plus the fee for the Coordinator to attend the REACH conference.

REACH Training:

Includes travel, lodging, meals, and fees for 5 youth participants to attend the REACH conference in Chico, CA.

Indirect Costs are 15% of total direct costs.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

____ COUNTY INITIALS

CONTRACTOR INITIALS 



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Che Shannon, Management Analyst II
MEETING DATE: July 15, 2025
SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and the County of Butte for Acute Psychiatric Inpatient Care; effective date of execution; not to exceed \$50,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and County of Butte for Acute Psychiatric Inpatient Care; effective date of execution; not to exceed \$50,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

Background and Discussion:

The County of Butte will provide hospital-based inpatient psychiatric care through its Behavioral Health Department.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and County of Butte for Acute Psychiatric Inpatient Care; effective date of execution; not to exceed \$50,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Federal and State funding

Attachments:

1. Butte County PHF 25 26

**REVENUE AGREEMENT
BETWEEN
COUNTY OF PLUMAS
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 2025/2026**

This Agreement is made and entered into by and between County of **PLUMAS**, a political subdivision of the State of California, through its **PLUMAS** County Mental Health Services, hereinafter referred to as **PLUMAS**, and County of **BUTTE**, a political subdivision of the State of California, through its **BUTTE** County Department of Behavioral Health, hereinafter referred to as **BUTTE**, collectively referred to as PARTIES and singularly as PARTY.

RECITALS

PLUMAS seeks to extend to residents of **PLUMAS** County certain hospital-based psychiatric inpatient services which **BUTTE** is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

PLUMAS believes it is in the best interest of the people of **PLUMAS** County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (W&I) contain definitions, standards, procedures, and regulations by and pursuant to which **PLUMAS** and **BUTTE** may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of **PLUMAS**' obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (DHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, **BUTTE** and **PLUMAS** agree as follows.

A. SERVICES:

1. Applicable Laws:

BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 W&I, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time shall be amended. However, any amendments to such statutes or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

2. Direction and Supervision:

The services provided by **BUTTE** pursuant to this Agreement shall be furnished under the general supervision of the Director of **BUTTE**. The Director of **BUTTE** or his designee

shall represent **BUTTE** in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all **PLUMAS** clients for whom reimbursement is required under the terms of this Agreement, on behalf of **BUTTE's** Psychiatric Health Facility (PHF).

3. Admission Procedures:

BUTTE is authorized to admit psychiatric clients who are residents of **PLUMAS**, without prior authorization from **PLUMAS**, when those beneficiaries of **PLUMAS** meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from **PLUMAS** shall follow all applicable concurrent review authorization processes and procedures as identified in **BUTTE** County Policy and with DHCS regulations, for **PLUMAS** beneficiaries placed at the PHF. All admissions shall be for clients of **PLUMAS** who meet the accepted standards of medically necessary treatment. **PLUMAS** shall utilize the PHF as a placement of last resort.

4. Admission Policy:

BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with DHCS and EMTALA regulations.

5. Description of Services:

- a. **BUTTE** agrees to provide acute psychiatric inpatient care to clients referred by **PLUMAS**. These clients shall be referred by **PLUMAS** utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under W&I Code Section 5150, all subsequent holds under W&I Code Sections 5250, 5260, and 5270 and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by **PLUMAS**. These services shall be provided at the PHF located at 592 Rio Lindo Ave in Chico, California, except that **PLUMAS** shall conduct any necessary Court proceedings in regard to Conservatorships in **PLUMAS** County.
- b. **BUTTE** shall prepare and serve all Notices of Certification under W&I Code Sections 5250 et seq., 5260 et seq., or 5270 et seq. and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying **PLUMAS** in line with PHF policy and procedures, if any continued holds are anticipated. **PLUMAS** may request copies of any PHF Policies at any time.
- c. **BUTTE** shall designate PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under W&I Code Sections 5250, 5260, and 5270 as provided for in Sections 5150, et seq.
- d. **BUTTE** shall inform the client of the complaint and grievance policy of the **BUTTE** County Mental Health Plan and notify **PLUMAS**, in a timely manner, of any grievance filed by a client of **PLUMAS**. Notifications shall be made in partnership with the **BUTTE** County Patient's Rights Advocate and/or Beneficiary Protections Designee. **PLUMAS** shall provide all applicable access to **PLUMAS** Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for **PLUMAS** Beneficiaries receiving services at PHF.

- e. **BUTTE** shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc. as well as with other vendors.
- f. **BUTTE** shall adhere to Title XIX of the Social Security Act, 42 United States Code (USC) and all applicable Federal and State statutes and regulations.

6. Quality of Care:

As expressed conditions precedent to requiring **PLUMAS'** payment obligation under the terms of Agreement, **BUTTE** shall:

- a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to W&I Code Sections 5775 et seq., and Sections 14680 et seq.
- b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.
- c. Not discriminate against Medi-Cal or **PLUMAS'** Short-Doyle designated beneficiaries in any manner, including admission practices.
- d. **PLUMAS** shall upon referral to the PHF, identify and provide **BUTTE** with current contact information for staff available seven (7) days per week to proactively engage in discharge planning and continuity of care coordination to ensure that all **PLUMAS** beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their county of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.
- e. **PLUMAS** shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a **PLUMAS** beneficiary is receiving services at the PHF.

7. Level of Care:

PLUMAS shall make every effort to determine if the **PLUMAS** clients referred for admission at the PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. **PLUMAS** shall make all efforts to coordinate with the **BUTTE** Hospitalization Team and as applicable to the beneficiary's placement.

8. Referral Procedure:

- a. **PLUMAS** shall provide such information as shall be required to provide adequate care for the client prior to referral of each client. This information shall include, but not be limited to, client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.
- b. Prior to referral of any client to the PHF, **PLUMAS** shall have a medical clearance evaluation made of each client in line with DHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of **BUTTE** and if local treatment is

required, it shall be arranged by **PLUMAS**. When a client is to be transferred to the PHF with a medical problem which, in **PLUMAS'** determination is an outpatient level of care, **BUTTE** shall review the determination and reserves the right to determine if the beneficiary can be managed at the PHF unit. **PLUMAS** shall fully advise **BUTTE** of all medical conditions as part of a medical clearance included with each referral.

- c. **PLUMAS** shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by **PLUMAS**, the PHF shall be designated by **PLUMAS** to be able to write 5150's for **PLUMAS** clients. **PLUMAS** shall provide transportation of all placements of **PLUMAS** to and from Butte County and/or other placement facilities.
- d. **PLUMAS**, before transporting a client to the PHF, shall ensure there is an agreed upon Estimated Time of Arrival (ETA) with the PHF and shall ensure that the beneficiary has been accepted for admission. **PLUMAS** shall submit all referral packets containing the aforementioned clinical information to the **BUTTE** County Hospitalization Team and request review by the PHF.
- e. **PLUMAS** shall notify the PHF of any cultural competency needs of clients referred to the PHF, and **PLUMAS** shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.
- f. Third Party Revenue: **BUTTE** retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;
 1. **PLUMAS** shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if **PLUMAS** is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to W&I Code Section 5150, et seq., **PLUMAS** shall mail documents to the PHF by Express Mail (or similar service) within 24-hours of admission.
 2. Financial documents to accompany the client shall include the **BUTTE** Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.
 3. **BUTTE** shall make a best effort attempt to obtain necessary information required for third party billing purposes, from **PLUMAS'** clients; however, if **BUTTE** is unsuccessful, then it is understood that **PLUMAS** shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.
- g. **PLUMAS** shall provide a liaison and phone number that can be reached 24-hours a day for authorization on any clients referred pursuant to W&I Code Section 5150 et seq. **PLUMAS** shall respond to the PHF within four (4) hours of initial contact by the

PHF.

9. On-Call Crisis Number BUTTE: 1.800.334.6622

All admissions are contingent upon bed availability with **BUTTE** residents being given admission priority. (**BUTTE** reserves the right to refuse any referral.)

10. Transportation and Client Preparation:

Transportation from **PLUMAS** to the PHF and, upon discharge from the PHF to **PLUMAS**, shall be the responsibility of and at the expense of **PLUMAS**. All after-care arrangements shall be the responsibility of **PLUMAS**. PHF shall advise **PLUMAS** prior to discharge so that appropriate discharge planning can be carried out.

- a. **PLUMAS** shall arrange for transportation of all clients back to **PLUMAS** within two (2) hours of termination of the seventy-two (72) hour hold or any continued detention (W&I Code Sections 5250,5260,5270) period in which the PHF may legally retain those involuntary clients that **PLUMAS** refers to the PHF. In the event **PLUMAS** does not arrange transportation for said clients, **PLUMAS** shall provide and identify alternative transportation for said clients to **PLUMAS** at **PLUMAS**' expense and said expenses shall not be included within the expense limitations set forth in Item C - Payments of this Agreement.
- b. In case of client discharge for cause (e.g., court order, certification hearing outcome, **PLUMAS**' counsel recommendation, etc.) **PLUMAS** shall arrange for all transportation back to **PLUMAS** immediately.
- c. **PLUMAS** shall be responsible to provide after-care arrangements and transportation for all **PLUMAS** clients whether referred by **PLUMAS** or directly admitted without prior authorization as stipulated in this Agreement.

B. TERM:

1. Term of Agreement:

Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **Date of Execution** through **June 30, 2026**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

C. PAYMENTS:

1. Rate of Pay:

- a. **PLUMAS** shall pay **BUTTE** the difference between **BUTTE**'s current rate of **\$2,451.12** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding twenty-four (24) hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

Rate Subject to Change: The Fiscal Year **2025/2026** daily rate shall be determined after **BUTTE**'s annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. **PLUMAS** shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

- b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital-based physician or psychological services.

2. Payment Limitation:

- a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of **PLUMAS** for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by **BUTTE** which shall be billed to **PLUMAS** in accordance with this Agreement.
- b. **BUTTE** shall invoice **PLUMAS** in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. **PLUMAS** shall remit payment to **BUTTE** within thirty (30) days of invoice date.
- c. If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or **BUTTE** or **PLUMAS** auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

3. Disapproval of Claims:

The validity of monthly payments to **BUTTE**, is subject to review by the State of California, DHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, **BUTTE** shall take all reasonable actions in an effort to obtain such approval. It is expressly understood between **BUTTE** and **PLUMAS** that, with the exception of emergency admissions, **PLUMAS** shall be authorizing reimbursement to **BUTTE** for both initial evaluation and ongoing care. Thus, **BUTTE** shall be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which **BUTTE** agrees to consider are: (1) Compliance with state and federal law; (2) Regulations governing operation of Managed Care; and (3) General psychiatric inpatient services.

D. REQUIREMENT PROVISIONS:

1. Nondiscrimination in Service, Benefits and Facilities:

BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of Acquired Immunodeficiency Syndrome (AIDS) or Advanced Rehabilitation and Conditioning (ARC), or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

- a. Denying persons any service or benefit;
- b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;
- c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;
- d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or
- e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals shall meet in order to be provided any service or benefit as provided by this Agreement.

2. Confidentiality:

Both **BUTTE** and **PLUMAS** shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 Code of Federal Regulations (CFR), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with W&I Code Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both **BUTTE** and **PLUMAS** shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions. Both **BUTTE** and **PLUMAS** shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents. **BUTTE** agrees not to release any record pertaining to any client of **PLUMAS** without the written approval of the **PLUMAS** County Department of Mental Health Director.

3. Conformance with Federal Regulations:

BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. **BUTTE** services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. Client Medical Records:

BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services

provided by **BUTTE's** personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. Client Financial Records:

All client financial records shall be available for inspection and audit by the designated auditor of **PLUMAS** or the DHCS at a reasonable time during normal business hours.

6. Records Retention:

All client records relating to this Agreement shall be prepared and maintained in accordance with W&I Codes and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the DHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and **BUTTE's** outside auditors, and regular and special reports from **BUTTE**.

BUTTE 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, Compact Disc Read-Only Memory (CD ROM), Digital Video Disc (DVD), or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, **BUTTE** shall supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. Right to Inspect:

At reasonable times during normal business hours, DHCS, the **PLUMAS** County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. **PLUMAS** shall also have the right to audit and inspect any books and records of **BUTTE**, which pertain to services performed and determination of amount payable under this Agreement.

E. GENERAL PROVISIONS:

1. Client Grievance Process:

Each client admitted to the PHF pursuant to this Agreement shall be informed of **BUTTE's** complaint and grievance policy. At the PHF, **BUTTE** shall make available information on **PLUMAS'** complaint/grievance resolution forms to **PLUMAS** beneficiaries. Any grievance filed by a client of **PLUMAS** shall be brought to the attention of the **PLUMAS** County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to California Code of Regulations (CCR), Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). **PLUMAS** shall be responsible for supplying **BUTTE** with **PLUMAS'** complaint/grievance information.

2. Patients' Rights/Clients' Rights:

BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with CCR Title 22, Section 70707 and W&I Code 5325.1. Complaints by beneficiaries with regard to substandard conditions may be investigated by **PLUMAS'** Patients' Rights Advocate or Beneficiary Protections Designee, County, DHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. Legal Requirements:

In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal., 2001, CV 98-4181 AHM (AlJx)], **BUTTE** shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to the PHF, as well as their representatives. It is the responsibility of **BUTTE** to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. Indemnification:

- a. **BUTTE** shall indemnify, defend, and hold harmless **PLUMAS**, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **BUTTE's** acts or omissions while performing under this Agreement. **BUTTE's** obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including **PLUMAS'** and **BUTTE's** elected officials, officers, employees, and agents) and from damage to or destruction of any property (including **PLUMAS'** and **BUTTE's** real and personal property.)
- b. **PLUMAS** shall indemnify and hold harmless **BUTTE** and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from **PLUMAS'** acts or omissions while performing under this Agreement. **PLUMAS'** obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of **BUTTE** or persons employed by **BUTTE** or visiting **BUTTE's** site.

5. Insurance:

- a. During the entire term of this Agreement, **BUTTE** shall maintain a program of self-insurance at **BUTTE's** own cost, medical malpractice insurance, and general liability insurance coverage, of at least one million dollars (\$1,000,000.00) combined single limit per occurrence, in accordance with **Attachment 2**, (Butte County Self-Insured Statement) attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. **BUTTE** shall provide notice of insurability to **PLUMAS**, and provide **PLUMAS** with thirty (30) days advance notice of any material change in the policy. Before beginning work under this Agreement, **BUTTE** shall provide **PLUMAS** with proof of insurance in the form required by **PLUMAS**.

- b. Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. Independent Contractor:

The employees of each County in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County.

7. Assignment:

Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude **BUTTE** from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. Successors:

This Agreement shall bind the successors of **PLUMAS** and **BUTTE** in the same manner as if they were expressly named.

9. Notices:

Notices shall be given to **BUTTE** and **PLUMAS** at the following addresses:

BUTTE:

Facility:

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817

Melody Robinson, Assistant Director
Email: MRobinson@buttecounty.net
Telephone: 530.891.2850

County Contract Liaison:

Kyle Mitchell, Contract Specialist
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404
Email: kymitchell@buttecounty.net
Alternate Email: DBH-ASDContracts@buttecounty.net
Telephone: 530.552.4713

PLUMAS:

PLUMAS County Behavioral Health
Sharon Sousa, LMFT, Director
270 County Hospital Road, Suite 109
Quincy, CA 95971-9173
Email: ssousa@pcbh.services
Telephone: 530.283.6307

10. Entire Agreement:

This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

11. Amendment:

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. Applicable Law and Forum:

This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day
and year first written above.

COUNTY OF **BUTTE**

COUNTY OF **PLUMAS**

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Sharon R. Sousa, LMFT
Sharon Sousa, LMFT, Director Date
Plumas County Behavioral Health

Sarah MacArthur, Deputy Director Date
Department of General Services

Kevin Goss, Chair Date
Plumas County Board of Supervisors

Approved as to form, Butte County
Counsel by: Brad J. Stephens

Allen Hiskey, Clerk of the Board Date

Date

Approved as to form:

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

Joshua Breehtel
Joshua Breehtel, Attorney
County Counsel's Office

By Date

Attachment 1

Butte Payor Financial Information/Insurance Authorization Form

Client Information Check One:

☐

Mental Health

☐

Substance Use

Client Name (Last, First MI)	Social Security #	Date of Birth
Financially Responsible Person Name (If Different from Client)		Primary Phone #
Family Address (Include City, State, Zip Code)		
Mailing Address (If Different from Family Address)		

Policy Information

Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal: ☐ Yes ☐ No

Client Has Medicare: ☐ Yes ☐ No

Name of Primary Insurance Company	Group / Policy ID #	
Insurance Phone #	Primary Insured Name (Other than Client)	Insured SSN

Financial Liability

Number of Persons (Family) Dependent on Income:

Income Type: ☐ Self

☐ Spouse

☐ Other

Total Gross Monthly Income: \$

Responsible Persons Assets

Responsible Persons Monthly Expenses

Savings: \$

Court Ordered: \$

Bank Balances: \$

Child Care: \$

Market Value - Stocks: \$

Dependent Care: \$

Market Value - Bonds: \$

Medical: \$

Market Value - Mutual Funds: \$

Retirement Contribution: \$

Market Value - Other: \$

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. I understand that I am financially responsible for charges not covered by this assignment.

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf

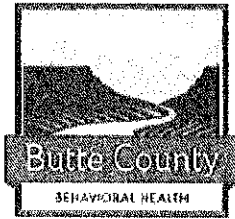
Date

Butte County Department of Behavioral Health

Payor Financial Information (PFI) Form - Version 1.1

Client Number:

Attachment 2



Department of Behavioral Health

3217 Cohasset Road
Chico, California 95973

T: 530.891.2850

Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator

buttecounty.net/behavioralhealth

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. **BUTTE** pays for losses up to \$100,000 per occurrence. Losses exceeding \$100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to \$25,000,000.

Butte County is self-insured for Workers' Compensation. **BUTTE** pays for losses up to \$125,000 per occurrence. Losses exceeding \$125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, **BUTTE** shall bear all risk of bodily injury and property damage losses that **BUTTE** is legally required to pay because of liability imposed by law or assumed by Agreement. An actuarial evaluation performed by Bickmore Actuarial found **BUTTE's** self-insurance reserves to be adequately funded.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Veterans Services Office for outreach and engagement services program; effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Veterans Services Office for outreach and engagement services program; effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding); approved as to form by County Counsel.

Background and Discussion:

Plumas County Veterans Services Office outreach and engagement and access and linkage program provides connection and support within the community to improve overall wellness outcomes for veterans and to reduce risk of suicide, homelessness, unemployment, and prolonged suffering. Veterans' services representatives and case managers provide advocacy, care coordination and referrals for at-risk veterans due to identified high-risk key indicators, such as substance abuse, incarceration, homelessness, unemployment, etc. The program also provides mental health screening to identify at-risk Plumas County veterans and referrals to Plumas County Behavioral Health.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Veterans Services Office for outreach and engagement services program, effective July 1, 2025; not to exceed \$85,000.00; Approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act funding

Attachments:

1. Veterans 2025 26

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between **Plumas County Public Health Agency** (hereinafter referred to as "Public Health"), and **Plumas County Behavioral Health Department** (hereinafter referred to as "Behavioral Health").

The parties agree as follows:

1. **Scope of Work.** Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.
2. **Compensation.** Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed eighty-five thousand dollars (\$85,000.00).
3. **Term.** The term of this MOU commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this MOU.
4. **Termination.** Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
5. **Notices.** All notices under this MOU 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.

Public Health:

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

Behavioral Health:

Sharon Sousa, Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: _____
Nicole Reinert, Director

Date: _____

BEHAVIORAL HEALTH:

By: Sharon E. Sousa, LMFT
Sharon Sousa, Director

Date: 04/30/2025

APPROVED AS TO CONTENT:

By: _____
Kevin Goss, Chair
Plumas County Board of Supervisors

Date: _____

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board of Supervisors

Date: _____

Approved as to form:

Craig Settemire
Craig Settemire
Counsel

EXHIBIT A - SCOPE OF WORK**Plumas County Veterans Services Office - Outreach, Referral and Access to Care**

This Plumas County Veterans Services Office outreach and engagement and access and linkage program provides connection and support within the community to improve overall wellness outcomes for veterans and to reduce risk of suicide, homelessness, unemployment, and prolonged suffering.

Veterans' services representatives and case managers provide advocacy, care coordination and referrals for at-risk veterans due to identified high-risk key indicators, such as substance abuse, incarceration, homelessness, unemployment, etc. The program also provides mental health screening to identify at-risk Plumas County veterans and referrals to Plumas County Behavioral Health.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this targeted population with outreach for increasing awareness of early signs of mental illness and to improve access and linkage to mental health services.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	0
Transition Age Youth (TAY) (16-25)	≤20
Adult (26-59)	≤60
Older Adult (60+)	≤120

Program Activity 1:

Increase veteran's connectedness and support within the community and improve utilization of benefits, direct services and supportive services that enhance wellness and quality of life by providing outreach, information and education to the Plumas County veteran population.

Program Activity 1A**Deliverable:**

Meet 8-12 times per year with organizations serving Plumas County veterans (American Legion, Veterans of Foreign Wars, Elks Lodges), targeting veterans in each community (Chester, Greenville, Quincy and Portola) to inform them of various benefits, supports and programs available to assist them with basic services such as housing, health care, behavioral health services, transportation, supportive services and additional organized events (Veterans Stand Down, Golf Tournaments, Fishing Derby, Kayak Trips, etc.) to meet other veterans. Eight of these meetings will be to host Community Outreach Dinners in each of the four main communities of Plumas County, with one dinner/BBQ held twice a year in each location.

Measurable Outcome:

VA Community Connection. Estimated Plumas County veteran population is 1,851. Outreach will be to an estimated 10-15% of county veterans (~185-277). These meetings will be held on a monthly basis rotating to each of the four main communities.

Data Collection:

Sign in Sheets will be distributed and collected at each meeting. Data on the number of participants will be reported. Presentation Notes to be provided with report. Surveys will be taken during presentations of awareness of specific topics such as PTSD, suicide prevention, access and enrollment to VA Healthcare as well as Vocational Rehabilitation and Employment.

Program Activity 1B

Deliverable:

Conduct community-based outreach to the four Plumas County communities with the intent of connecting veterans to eligible benefits and services that enhance their health care, financial and emotional stability as well as their overall wellness. Once enrolled, veterans will have access to case management, education, job training and other services available through Federal, State and nonprofit Veterans Services.

Measurable Outcome:

Quantitative data will be collected in the following areas: the number of people who receive outreach and education on the various benefits and topics, the estimated number of potential enrollees, the number of people who have been enrolled in various benefits, and the number of printed materials disseminated.

Data Collection:

Information will be collected on the PCVSO Information and Benefits Evaluation Form and reported in the appropriate time frame. Information from the VSO Claims Software (VetPro) will be utilized to track the number of claims for enrollment and their outcomes. The amount of printed materials disseminated will be tracked. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Program Activity 1C

Deliverable:

Develop standard presentations on veterans' benefits, the enrollment process in the VA Health Care System through Reno VAMC, increasing compensation benefits (such as adding dependents to claim, PTSD, MST and suicide awareness or filing additional claims, etc.) as well as descriptions and contact information for local Mental Health and substance abuse services, and other related services. Collect brochures from various agencies (Behavioral Health, PCIRC, Alliance for Workforce Development, etc.) and distribute to veterans at appointments and presentation meetings.

Measurable Outcome:

MHSA2526 PCPHA-VSP

The number of presentations developed will be tracked. The number of participants served for each presentation, and the number of people who received outreach material will be collected. Surveys will be taken during presentations of specific topics such as PTSD, MST, suicide awareness, and access and enrollment to VA Healthcare. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

Data Collection:

Sign in sheets will be distributed and collected at the end of presentation meetings. Data on the number of participants will be reported. The new presentations will be placed in the report. The numbers and descriptions of material distributed will be reported. Survey and demographic data will be reported.

Program Activity 2:

Ensure ongoing Mental Health screening, assessment and referral for every veteran served by the Plumas County Veterans Services Office.

Program Activity 2A

Deliverable:

Ensure that the PCVSO Information and Benefits Evaluation Form is up to date and utilized at the first point of contact with every veteran served. The form will identify self-reported indicators that may indicate the need for a referral to Plumas County Behavioral Health, as well as other services and supports.

Measurable Outcome:

Quality improvement: Staff will update and utilize the Information and Benefits Evaluation form for all intakes, including required MSHA demographic information.

Data Collection:

Demographic information queried in the PCVSO Information and Benefits Evaluation Form (gender, age, reason for visit, depression or other mental illness, etc.) will be de-identified and reported by MHSA demographic category.

Program Activity 2B

Deliverable:

All Veterans Services Division and related Public Health support staff will obtain annual initial or ongoing Mental Health First Aid and/or ASIST training to increase their capacity to identify and assist veterans in crisis, displaying signs of suicidality or other signs of mental illness.

Measurable Outcome:

All staff will complete annual mental health trainings.

Data Collection:

Trainings and their descriptions will be included in annual program reports with certificates of completion (if desired by the State of CA).

Program Activity 2C

Deliverable:

Connect with PCBH (or other appropriate agency) to complete training in administration of screening tools for mental health issues, such as PHQ-2, PHQ-9 and GAD. Provide comprehensive screening at every appointment utilizing documented interview process to connect veterans with access to timely services and supports. PHQ and GAD surveys will be used for helping veterans or their family members to realize and express some of their issues at each of the interviews.

Measurable Outcome:

90% of veterans will fill out a screening survey. Collect the number of veterans who receive screening survey and the number of veterans who receive linkage to mental health services through referral process.

Data Collection:

Report the number of veterans who receive the screening survey and the numbers of veterans who receive linkage to mental health services.

Program Activity 3:

Provide advocacy and care coordination to every veteran, served by the PCVSO, who is identified at risk of experiencing mental illness, substance abuse, risk of suicide, unemployment or incarceration, homelessness, loss of children or any variety of prolonged suffering.

Program Activity 3A

Deliverable:

PCVSO will participate in a joint staff meeting/training session with Plumas County Behavioral Health to determine PCVSO's protocols and procedures for referring veterans to PCBH for services and coordinating shared case management or need for other services.

Measurable Outcome:

Attend one meeting. Meeting minutes. Sign in sheet.

Data Collection:

Report meeting minutes and overview of protocols and procedures.

Program Activity 3B

Deliverable:

Maintain access to covered Health Care by coordinating and scheduling the bi-weekly transportation of Plumas County veterans to the Reno VAMC and maintaining the volunteer driver pool with all the appropriate requirements. The van and fuel costs of the VA Van Service is covered by the VA, but the volunteer coordination, transport scheduling and other operational activities are not funded.

Measurable Outcome:

Maintain Fuel Log, Schedule Log and Volunteer Driver list. Track number of Veterans served.

Data Collection:

Data on Fuel Log, Schedule Log, number of volunteer drivers and number of veterans served will be reported.

Program Activity 3C

Deliverable:

Ensure ALL referrals to PCBH for all veterans/veterans family members will be accomplished through the use of the attached PCBH form and warm hand off. This will reduce the number of missed appointments with PCBH or other counselor. This will improve the continuity of care.

Measurable Outcome:

QI Measure - All veteran referrals will receive a warm hand-off with approved forms.

Data Collection:

Number of referrals with warm hand offs to PCBH will be collected and reported.

Program Activity 3D

Deliverable:

Maintain targeted and limited case management for incarcerated veterans or veterans involved in the criminal justice system. Services will include Reno Health Care enrollment, assistance with application to a Drug/Alcohol Rehabilitation facility in coordination with PCBH or VA Mental Health, communication between veteran and their lawyer, updates to their case, assistance to the family of the veteran with possible VA/County services and ensuring that the proper documentation of Veteran status is filed with the court.

Measurable Outcome:

QI measure – The number of veterans that received cases. The number of veterans that connect to the VA DOJ and Rehabilitation. The number of veterans that get connected to lawyers. Coordinate information sharing in existing Teleconferencing to VA DOJ. Maintain integrity of services provided – tracking logs.

Data Collection:

Report the number of veterans that received cases, that connect to Rehabilitation and the number of veterans that get connected to lawyers.

Program Activity 3E

Deliverable:

Provide care coordination, supportive services and advocacy to overcome economic, geographic and other barriers to obtaining or remaining in care/services to at-risk veterans. Work with assigned staff from Probation and Behavioral Health, who are dedicated to the shared clients with PCVSO. Activities to include periodic needs evaluation, referral for clinical services and assistance with support services such as food, housing, clothing and education to help them remain stable both physically and emotionally.

Measurable Outcome:

The PCVSO Information and Benefits Evaluation Form will be utilized to show which resources veterans have been directed.

Data Collection:

Collection of resource referrals the PCVSO Information and Benefits Evaluation Form will be reported each quarter.

Program Activity 4:

Build and maintain ongoing partnerships and collaborative relationships with behavioral health community partners to increase access to mental health services for Plumas County veterans.

Deliverable:

Coordinate with PCBH staff who may provide support and counseling to veterans and their family members who have requested a mental health intake and assessment for determination of services. Veterans services staff will consult with PCBH staff on referral procedures for intake and assessment using department referral forms and releases.

Measurable Outcome:

The Veteran Services staff will make referrals using appropriate PCBH request for services and release of information forms for 100% of veterans requesting referral for a mental health intake and assessment.

Data Collection:

Report number of direct referrals made to PCBH on behalf of veterans and their families who have made a request.

EXHIBIT B - FEE SCHEDULE

Funding provided under this MOU shall be allocated contingent upon available State monies through MHSA funding, with stakeholder approval, and shall be provided to Public Health upon receipt of quarterly invoices within the fiscal year for which it is allocated.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report

Up to 10% of each line item may be transferred to another line item at the discretion of Public Health. Any transfer in excess of 10% shall require prior written approval from Behavioral Health.

July 1, 2023 – June 30, 2024

Program Category	Description of Cost	Maximum amount:
Personnel	.10 FTE of VSO	\$20,000
	.45 FTE of VSR	\$40,000
	.32 FTE Extra Help	\$10,000
	Total	\$70,000
Outreach dinners/BBQs	Awareness Presentation of Mental Health Services and Veterans Benefits. Eight dinners per year X \$500.00.	\$15,000
Total for Year		\$85,000

96% of the MHSA funding provides personnel support. Most activities are personnel driven. Additional program costs will include two Veterans outreach dinners in each community. The program cost per participant is projected at \$650.00

MHSA funding is used for the portion of personnel not funded by CalVet subvention grant funding, which supports processing VA claims and benefits. Outside of MHSA activities, the Veterans Services Officer and Veterans Services Representative are funded by Veterans Administration and County general funds to file and process claims and related programs and benefits of the VA. However, the program activities are necessary to provide a full array of services and supports for veterans. The MHSA funding covers the costs for activities listed in the Scope of Work.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the quarterly invoice(s), Behavioral Health agrees to compensate Public Health for the amounts delineated in this fee schedule within thirty (30) days of receipt:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the agency names, exactly as shown on the MOU;
 - c) Bear the MOU number;
 - d) Identify the expense, billing and/or performance period covered on invoice;
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this MOU under 5. Notices.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health for Senior Connections program, effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health for Senior Connections program, effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel.

Background and Discussion:

This MHSA-funded prevention program employs strategies of improving timely access to services for underserved populations and access and linkage to treatment through support of home visits by a public health education senior specialist to homebound seniors, screening participants for early signs of depression or other mental illness.

This approach provides the staff of Senior Connections the opportunity to quickly identify individuals who may otherwise remain underserved and may need a referral for a mental health intake and assessment. The program also connects seniors to the greater community to combat isolation and to improve whole health outcomes through social connection and education.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health for Senior Connections program, effective July 1, 2025; not to exceed \$85,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act funding

Attachments:

1. Public Health Seniors 25 26

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between **Plumas County Public Health Agency** (hereinafter referred to as "Public Health") and **Plumas County Behavioral Health Department** (hereinafter referred to as "Behavioral Health").

The parties agree as follows:

1. **Scope of Work.** Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.
2. **Compensation.** Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed eighty-five thousand dollars (\$85,000.00).
3. **Term.** The term of this MOU commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this MOU.
4. **Termination.** Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
5. **Notices.** All notices under this MOU 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.

Public Health:

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

Behavioral Health:

Sharon Sousa, Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: 
Nicole Reinert, Director

Date: 5/7/2025

BEHAVIORAL HEALTH:

By: 
Sharon Sousa, Director

Date: 04/30/2025

APPROVED AS TO CONTENT:

By: _____
Kevin Goss, Chair
Plumas County Board of Supervisors

Date: _____

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board

Date: _____

Approved as to form:

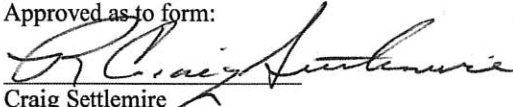

Craig Settemire
Counsel

EXHIBIT A - SCOPE OF WORK

Plumas County Public Health Agency – Senior Connections Program

This MHSA-funded prevention program employs strategies of improving timely access to services for underserved populations and access and linkage to treatment through support of home visits by a public health education senior specialist to homebound seniors, screening participants for early signs of depression or other mental illness.

This approach provides staff of Senior Connections the opportunity to quickly identify individuals who may otherwise remain underserved and may need a referral for a mental health intake and assessment. The program also connects seniors to the greater community in an effort to combat isolation and to improve whole health outcomes through social connection and education.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this underserved population with access and linkage to mental health services, thereby increasing timely access. These activities and strategies will decrease negative outcomes of prolonged suffering that may result from untreated mental illness in homebound seniors.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	
Transition Age Youth (TAY) (16-25)	
Adult (26-59)	
Older Adult (60+)	≤200

Activity 1: Home Visiting & Screening to Isolated Seniors

Visit 100-200 low-mobility individuals in their homes in order to relieve isolation and decrease prolonged suffering of depression, anxiety, or other potential health related issues, broadening access to health and social services, and connecting them to community.

A brief screening tool (PHQ-2) will be administered to assess for depression, and each homebound meal recipient will be asked if they are receiving mental health services. In addition, a brief health history questionnaire including recent ER visits, sleeping and eating habits, living arrangement, and support systems will be provided. As needed, based on these surveys, seniors will be referred for mental health intake and assessment at Plumas County Behavioral Health, their primary care physician, or other access to supports available to meet their needs.

Community Practices or Standard:

Homebound seniors will receive a visit in their residences in order to reduce barriers to receiving help and resources. Low-mobility seniors enrolled for homebound meals will automatically be eligible for enrollment in home visiting.

Evidence-based Standard:

All seniors will receive the PHQ-2 evidence-based questionnaire to screen for depression.

As Related to Mental Health:

Addresses prolong suffering by reducing negative outcomes of isolation, anxiety, depression, and promotes seeking mental and physical health care through referrals, while increase timely access and linkage through partnership with PCBH and primary care providers.

Measures/Performance Indicators:

- Home visit count
- Referral count
- Results of referral follow-up survey

Methods of Collecting Data:

- Intake from Senior Nutrition to determine eligibility
- Brief health history questionnaire
- PHQ-2
- Referral submitted to PCBH or other agency providing mental health services
- Phone or in-person referral follow-up survey
- MHSA demographics forms for participants

Activity 2: Providing Seniors with Education & Help to Access Resources

Promote health maintenance, restorative care, illness prevention, education of chronic illnesses, and functional/self-care independence through newsletter articles, handouts delivered with home visits or meals, and wellness events (i.e. screening events, health education events), including Senior Summit event(s), and promoting/coordinating senior activities in Plumas County.

Promising Practices/Community Practices or Standards:

Provide verbal and written information and resources to participants to access services at their discretion to empower them with knowledge in how to access resources, while still maintaining a supportive and trusted rapport with participants.

As Related to Mental Health:

Addresses prolong suffering by reducing negative outcomes of isolation, anxiety and depression, and providing resources to improve quality of life.

Performance Indicators:

List of materials provided for each client

Follow-up survey on material or event usefulness

Methods of Collecting Data:

Materials usefulness survey by phone or in person

Survey for events held at culmination of event

Activity 3: Plumas County Senior Resource Workgroup & Resource Coordination

Act as catalyst for, and engage directly in, resource coordination within Plumas County Public Health Agency, Plumas County community-based organizations, and involved individuals to utilize and provide support services and resources to the target population.

Promising Practices/Community Practices or Standards:

Utilize current resources or engage stakeholders to find resources for seniors in need.

As Related to Mental Health:

Support through community connections improves the seniors' self-sufficiency and ability to remain in their homes longer, which reduces depression and anxiety and increases their quality of life.

Performance Indicators:

Count of services coordinated by Senior Connections

Count of Workgroup participants

Methods of Collecting Data:

Line items of services provided for seniors

Senior Resource Workgroup meeting agenda

Senior Resource Workgroup meeting minutes

EXHIBIT B - FEE SCHEDULE

Funding provided under this MOU shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A. The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

Program Category	Description of Cost	Not to Exceed:
Personnel	Health Education Specialist at .75 FTE	\$69,207.00
Supplies	Phone Service	\$150.00
	Printing (Copier fees)	\$350.00
Travel	In County mileage	\$1000.00
	Out of County	\$1000.00
Other	Outreach Activities	\$5000.00
	ASA Membership	\$293.00
Indirect		\$8,000.00
Total for Year 1		\$85,000.00

The budget is minimal and only consists of personnel, office costs, outreach supplies, travel, and education. All are associated with Activities 1, 2, and 3.

Personnel (.77 FTE): \$60,600.00

Health Education Specialist (.75 FTE): \$58,250.00

The MHSA home visitor provides assessments and referrals, and connects seniors to health services, resources, and the community.

Health Education Coordinator (.02 FTE): \$2,350.00

Office assistance and support in program planning and reporting.

Supplies: \$500.00

Phone Service: \$150

Printing – copier fees \$350

Travel: \$2,000.00

In-County (home visiting & resource coordination): \$1,000

Out of county (resource coordination and training): \$1,000

Outreach Activities: \$5,000

Materials to educate seniors and/or their families in home or at congregate sites about relevant issues that can affect their quality of life and increase their risks of depression and anxiety.

ASA Annual Membership: \$293.00

Membership for staff to receive unlimited education from ASA on important issues for the aging population (Alzheimer's, isolation, caregiver support, co-morbidities, housing, etc.) in order to be an informed support to Senior Connections clients.

Indirect: \$8,000.00

For fiscal support, A87 overhead, and administrative costs.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the MOU.
 - c) Bear the Contractor MOU Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Roundhouse Council to provide language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County; effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Roundhouse Council to provide language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County; effective July 1, 2025; not to exceed \$85,000.00; (No General Fund Impact) Mental Health Services Act funding; approved as to form by County Counsel.

Background and Discussion:

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Roundhouse Council to provide language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County; effective July 1, 2025; not to exceed \$85,000.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act funding

Attachments:

1. Roundhouse 25 26

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Roundhouse Council, Inc.**, a California non-profit 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 eighty-five thousand dollars (\$85,000). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. **Term.** The term of this Agreement commences July 1, 2025, and shall remain in effect through June 30, 2026, unless terminated earlier pursuant to this Agreement.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

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. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

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

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

MHSA2526 ROUNDHOUSE

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

County:

Sharon Sousa, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Mary Joseph, Executive Director
Roundhouse Council, Inc.
PO BOX 217
Greenville, CA 95947

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive

orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

MHSA2526 ROUNDHOUSE

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
30. The attached BAA is incorporated by this reference and made to protect this agreement.

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

CONTRACTOR:

Roundhouse Council, Inc., a California non-profit corporation

By: Danny Manning
Name: Danny Manning
Title: Chief Executive Officer
Date signed:

By: Lorena Gorbet
Name: Lorena Gorbet
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 04/30/2025

APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:

Craig Settlemyre
Craig Settlemyre
Counsel

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 ROUNDHOUSE COUNCIL, INC., 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)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

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

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or 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 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

Name: Sharon Sousa _____
Title: Behavioral Health Director _____
Address: 270 County Hospital Road, Suite 109 _____
Quincy, California 95971 _____
Signed: Sharon R. Sousa, CMFT
Date: 04/30/2025

BUSINESS ASSOCIATE

Name: Danny Manning _____
Title: Chief Executive Officer _____
Address: PO Box 217 _____
Greenville, California, 95947 _____
Signed: Danny Manning
Date: 6-14-25

EXHIBIT A - SCOPE OF WORK

Roundhouse Council – Native Youth, Family, and Elders Prevention Program

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

Youth Activities

Roundhouse Council will work with local Native youth, providing them afterschool, weekend, and summer programming. Youth are offered Language, Traditional Dance, Handgame practice, along with youth prevention strategies, such as wellness groups and teen activity nights, as well as Native-specific mental illness stigma and discrimination reduction strategies. When appropriate, the organization provides a means for warm referral to other agencies, including Plumas County Behavioral Health, for its participants and their families.

Wellness Groups

Roundhouse Council will partner with two main facilitators who travel regularly to Indian Valley from out of county. Roundhouse Council's Cultural Coordinator will assist current facilitators during their groups, optimizing the effectiveness of these interactions, measuring attendance and collecting participant demographics, and moderating communication among participants and community members.

Roundhouse Council staff has made connections with other tribes and villages and will invite them to visit and share their knowledge with our students on a one on one basis and in a group setting - these individuals will visit this program site multiple times over to impart generational and tribal knowledge.

Staff will continue to reach out to Native individuals who have experience working with Native youth programs and who would like to offer their knowledge to assist in our current youth programs. The skill level of these facilitators ranges in program knowledge geared towards Native American people and the different ways they interpret and internalize information that pertains to mental, physical and spiritual wellness: White Bison, 12-step programs, *Fatherhood and Motherhood Is Sacred*, Sacred Native Institute's *Healthy Relationships*, and *Tobacco Is Sacred, Drugs and Alcohol Are Not Traditional*, are a few programs these facilitators are trained to provide.

These are family-oriented programs that can be formulated to focus on youth and multi-generational participants. The importance of reaching out to different individuals and inviting them to participate in this program helps to keep the program new for returning participants, while continuing to bring in the facilitators who have already built rapport with them.

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Staff has reached out to the local Tribal TANF office in Greenville to partner on creation of wellness-focused groups; this is an opportunity to reach more Native people in the community who may not currently participate in Roundhouse Council programs and will allow Roundhouse facilitators to partner with other Native American educators utilized by the TANIF program to create future events and programs designed specifically for Native youth.

Skill Building

Roundhouse facilitators will continue to work with local youth on traditional dance, hand-games, and Native language. These lessons are taught and retaught to assist youth in retaining the cultural curriculum to pass the teachings on to others in their families and communities for those who didn't have this opportunity, and as a legacy for the next generation of Native children.

Roundhouse Council will invite additional facilitators to share their unique talents with student participants, such as their ability to make dance regalia. Dance regalia can take years to make: the work that goes into dance regalia is time consuming and tedious. There are many individual pieces that need to be made in order to create a full dance outfit.

Many of these pieces are made with natural materials and need to be treated as live spirits; part of the teachings of making one's own dance *Rigens*, another term for regalia, is that they must make them in a good way, because the emotions one feels while creating the dance Rigens is what one puts into the feathers, requiring the participant to want to feel happy in order for the Rigens to offer up good prayers. Creating one's own dance Rigens also demonstrates the owner's sense of pride in self and teaches patience.

Language Program

There was a time in Native American History when tribes were not allowed to speak their language or practice their religion; practices that were punishable by death. The traditional teachings that RC is able to share with Native youth was passed down by Elders who retained the teaching of prior generations who practiced in fear of what could happen should they get caught. To be able to continue what RC has started with Native youth is a blessing from their Creator and is a solemn responsibility.

Roundhouse Council's Language program was born out of long-held recordings of local Elders who spoke the Maidu Language. Together with these recordings, the Maidu dictionary, and primary sources online and in the Berkeley Archives, RC and its educators have been able to start a language program.

The facilitators have used these recordings and created lesson plans for the Language group. This has been an ongoing learning process for the youth who participate in the Language group. Unfortunately, Maidu is not the first Language of RC participants, and without regular practice by RC's Language group, it will not survive for this and subsequent generations.

Gatherings of Native Americans

Roundhouse Council will plan and host a GONA, or Gathering of Native Americans, each year of the Plan; this is where collaboration and partnerships with other Native programs will be beneficial: during a GONA the need for multiple facilitators is required for the breakout sessions and to assist if needed when the conversation intensifies, for the potential of one-on-one counseling, when needed. Roundhouse Council has observed that many Native adults are not as

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willing to participate in weekly groups, but they are willing to participate in occasional functions, such as a GONA, Big Time or Handgame Tournament.

GONAs are intended to provide tools for emotional, spiritual and physical wellness and subject matter can be based around issues that are important to youth, adults and multi-generations.

Big Times are also Gatherings of the people and are an opportunity for Native communities to gather to Dance and Pray for the people. A Big Time will be held for a few hours or many days: some Big Times are just for an opportunity to be social with other groups, while others are spiritual.

Handgame tournaments are a Traditional game that is believed to have been around since the beginning of time. The game has since been modernized and Tournaments now are played for money prizes, while for prior generations, play was for merchandise, such as tools or jewelry.

While Handgame tournaments are incentivized with prizes, the game is deeply rooted in the ritual of play and connected through time singing the same songs. The songs are unique to people's Tribal areas but have been shared along the Handgame Circuit.

GONAs, Big Times, and Handgame Tournaments are traditional ways for Native People to come together to share their common history and culture. These events highlight Tribal commonalities and differences drawing on the strengths that all Tribal people share: the love of their culture and the motivation to preserve it for future generations.

Family Night Dinners and Elder Luncheons

During the next three years, Roundhouse Council will continue to work with students on culturally specific programs focusing on Tribal youth's mental, physical and spiritual wellness. Roundhouse Council will continue to meet the needs of the community by hosting bi-weekly Family Night dinners and monthly Elders' Luncheons.

While these meals help to supplement participating families' monthly food budgets, especially for struggling families who receive county aid, such as food stamps, they provide opportunities for Roundhouse Council leaders to assess wellbeing and to provide outreach when needed.

During family nights, the community members play games, tell stories, watch movies, or just visit. This allows Native families to stretch their monthly food budgets and have a break from cooking. Family night dinners offer a time for families to socialize in a safe and welcoming environment, while participating in activities that focus on harm reduction and are drug and alcohol free.

The Elders' Luncheons serve Elders from Indian Valley and Quincy. This has been a longtime function of Roundhouse Council, and it provides an opportunity for Native Elders to get out of their homes and visit amongst each other. No activities are planned during this time because the Elders would rather chat with each other and socialize about the "good ol' days." Before everyone goes home the staff likes to share program schedules, in case any of the Elders would like to join Language group activities, family night dinners, cultural field trips, or offer to share their lived experience and knowledge during youth wellness groups.

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Program Participants and Outcomes

Roundhouse Council anticipates serving a minimum of 20 youth and 20 adults each year during the three-year MHSA program. Proposed outcomes include the following:

- 100% of those participating in Multi-Generational Wellness programs will have an increased knowledge of and connection to Native American culture, traditions, skills and language
- 100% of those participating will have increased connections to supports and linkages to services that may identify early signs of a mental illness, reducing mental health disparities among Native American families and decreasing prolonged suffering, suicide, and school failure
- 100% of those participating will receive timely access to supports and will experience reduced perceptions of stigma and discrimination in seeking and receiving mental health services
- All participants will have an increased sense of connection to family and community

Roundhouse Council will use sign-in sheets to show participation. Participation is voluntary and to have continual participation shows success of the program, along with feedback from the facilitators. Evaluation forms will be filled out by group facilitators to indicate their perceptions of group progress and to indicate when changes or adjustments are required. There will also be check-ins with all participants on a quarterly basis to assess to what extent the participants perceive the groups are progressing and if they are needed.

The Executive Director of Roundhouse Council will be responsible to guide staff in collecting demographic and outcomes data for Plumas County Behavioral Health MHSA Program, including sexual orientation and gender identity information, as age appropriate. The Executive Director will prepare required program and outcomes reports and submit these upon the established timelines of the MHSA Program.

Roundhouse Council regularly seeks federal, state, foundation, and corporate grant funding to support and sustain programming. The agency utilizes grant writing services provided by the Lassen-Plumas-Sierra Community Action Agency as in-kind to their program for development and support of long-term sustainability.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A. The submittal of the quarterly report will replace the yearend report.

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractors name, exactly as shown on the Agreement.
 - c) Bear the Contractor Agreement Number.
 - d) Identify the expense, billing and/or performance period covered on invoice
 - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. Fee Structure:

Program Category	Description of Cost	Projected Amount
Cultural Program Coordinator	0.40 FTE Salary and Benefits	\$24,000.00
Group Facilitator	Girls' youth group, young kids' group	\$13,000.00
Group Facilitator	Language and boys' youth groups	\$25,000.00
Group Facilitator	GONA or Big Time event	\$8,000.00
Supplies	Materials for Rigen making, Beads, Student Craft supplies, Food for participant classes	\$10,000.00
Travel	Out of county cultural events – GONAs,	\$5,000.00

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	dances, and Big Time	
Total for FY 25-26		\$85,000.00



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kyle Hardee, Administrative Services Officer
MEETING DATE: July 15, 2025
SUBJECT: Approve and authorize Behavioral Health Department to recruit and fill, funded one (1) BH Administrative Assistant - Extra Help; (No General Fund Impact) State and Federal Funds.

Recommendation:

Approve and authorize Behavioral Health Department to recruit and fill, funded one (1) BH Administrative Assistant - Extra Help; (No General Fund Impact) State and Federal Funds.

Background and Discussion:

Since the resignation of the BH LVN Nurse in December of 2024, the Nursing Supervisor has been doing the work of both positions. The Nursing Supervisor needs an Extra-Help Administrative Assistant to help with clerical duties until a BH LVN Nurse can be hired. Recruitment for a BH LVN/RN nurse has been ongoing since December 2024.

Action:

Approve and authorize Behavioral Health Department to recruit and fill, funded one (1) BH Administrative Assistant Extra-Help

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:

1. BH ADMIN ASSISTANT
2. REVISED CRITICAL STAFFING QUESTIONS Admin Asst-EH 7-3-25
3. PCBH Org Chart 7-2-25

BEHAVIORAL HEALTH ADMINISTRATIVE ASSISTANT I/II**DEFINITION**

Under general supervision, to perform a full range of clerical duties in a clinical business office and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

Behavioral Health Administrative Assistant I: This is an entry level class and the incumbent learns to perform a variety of clerical functions in the Behavioral Health Department relating to billing, admissions and patient representative work. Assist the public or other County staff with specialized Department procedures; to learn and provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related work as required. Incumbents in this class are expected to have substantial general office support and public assistance experience and be capable of quickly learning a specialized and technical support area. When sufficient knowledge has been demonstrated and experience requirements are met they may expect promotion to Behavioral Health Administrative Assistant II.

Behavioral Health Administrative Assistant II: This is an advanced level class in the administrative series. Incumbents perform a variety of specialized and confidential administrative, secretarial and clerical work requiring to perform multiple business office clerical functions in the Behavioral Health Department relating to billing, admissions and patient representative work. Processing financial claims to various vendors and hospitals. Assist the public or other County staff with specialized Department procedures; Provide a variety of information about Department policies and procedures; to perform a variety of technical and office support assignments; and to do related support work as required.

REPORTS TO

Behavioral Health Fiscal Officer and Department Administrative Services Officer.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CLINIC ADMINISTRATIVE ASSISTANT – 2

EXAMPLES OF DUTIES:

- Serves as an office receptionist greeting visitors and answering the telephone.
- Providing information and referring calls and visitors to appropriate staff.
- Interview patients to obtain financial, social, and medical information for admission and billing purposes.
- Reviews, evaluates, verifies, and enters admission documents and information into the electronic health record system (EHR).
- Evaluates medical and billing documents to determine charges, accuracy, completeness, and conformance with applicable rules and regulations.
- Tabulates and balances charges; investigates and resolves errors; obtains missing billing information from other medical records and/or patients.
- Determines insurance carrier for billing; figures proration of liability between patient, insurance carrier, Medi-Cal, Medicare, or Short-Doyle.
- Keeps a variety of financial, accounting, and statistical records.
- Answers routine questions from patients and insurance companies.
- Reviewing and determining file scanning classification. Scanning documentation into EHR.
- Database and records management.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; some variations in temperature and humidity; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Modern office methods, procedures, and equipment and business writing.
- Basic interviewing techniques.
- Practices and terminology used in clerical, accounting, and in a medical setting.

BEHAVIORAL HEALTH CLINIC ADMINISTRATIVE ASSISTANT – 3

Ability to:

- Make arithmetical computations of moderate difficulty.
- Ability to elicit information from patients related to admissions and billing.
- Learn computerized and manual private and program (Med-iCal and Medicare) regulations and insurance billing procedures.
- Interpret rules and regulations for patients and others.
- Ability to perform responsible, confidential, clerical work with speed and accuracy.
- Ability to monitor and control patient records to ensure required confidentiality, following HIPAA regulations.
- Use standard medical office equipment including electronic health record system.
- Ability to analyze situations accurately and adopt effective courses of action in emergencies.
- Deal effectively and tactfully with the public, staff, and other community members.
- Ability to learn new laws, regulations, and procedures pertaining to mental health, substance use case records and reports.
- Work cooperatively with other departments and outside agencies.
- Work independently in the absence of supervision.

TRAINING AND EXPERIENCE

Behavioral Health Administrative Assistant I:

- Equivalent to completion of the twelfth grade.
- At least two (2) years of responsible experience performing a variety of administrative and office work, including substantial experience in public contact. Education or work experience performing admissions, billing, and/or duties related to billing and collections work is highly desirable.
- Other combinations of education and experience may be considered.

Behavioral Health Administrative Assistant II:

- At least one (1) year of responsible experience performing a variety of administrative and office support work at a level equivalent to Behavioral Health Administrative Assistant I with Plumas County. At least one (1) year of experience performing admissions, billing, and/or duties related to billing and collections work.
- Special training and education in the business administration related fields is highly desirable.
- Other combinations of education and experience may be considered.

BEHAVIORAL HEALTH CLINIC ADMINISTRATIVE ASSISTANT – 4

SPECIAL REQUIREMENTS

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

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

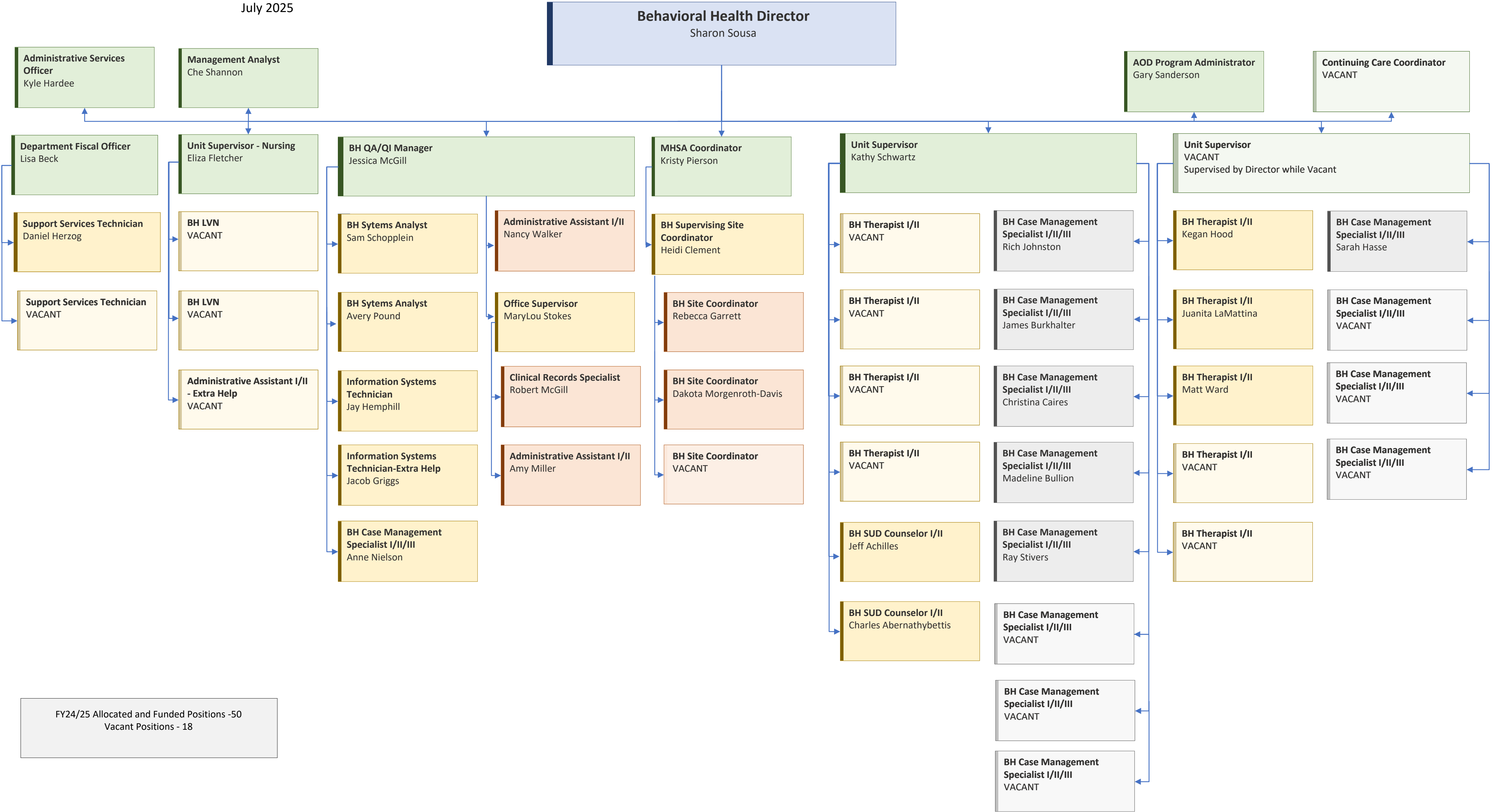
- **Is there a legitimate business, statutory or financial justification to fill the position?** Yes, the Behavioral Health Administrative Assistant - Extra-Help has a legitimate business justification.
- **Why is it critical that this position be filled at this time?** Since the resignation of the BH LVN in December of 2024, the Nursing Supervisor has been doing the work of both positions. The Nursing Supervisor needs an Admin Assistant to help with clerical duties until a BH LVN can be hired. Recruitment for a BH LVN/RN has been ongoing since December 2024.
- **How long has the position been vacant?** This is a new extra-help position needed due to the resignation of the BH LVN in December 2024.
- **Can the department use other wages until the next budget cycle?** This position is already funded for the 2025-2026 budget year.
- **What are staffing levels at other counties for similar departments and/or positions?** The same or greater.
- **What core function will be impacted without filling the position prior to July 1?** Medication administration and nursing support for an at-risk population. The department will not be able to add more clients to the AOD program until this position is filled.
- **What negative fiscal impact will the County suffer if the position is not filled prior to July 1?** The inability to recoup Medi-Cal reimbursements for undelivered or undocumented services, as well as a potential increase in crises.
- **A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?** 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? There is no fiscal impact on the general fund.

- **Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?** Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year and the number of medical billable services completed each year.

Plumas County Behavioral Health Department

Organizational Chart
July 2025





PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County facility Services and Western States Fire Protection, effective August 5th 2025; not to exceed \$136,600.00; (General Fund Impact) as approved in the FY25/26 recommended budget (2012054 / 540110); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County facility Services and Western States Fire Protection, effective August 5th 2025; not to exceed \$136,600.00; (General Fund Impact) as approved in the FY25/26 recommended budget (2012054 / 540110); approved as to form by County Counsel.

Background and Discussion:

This scope is for a direct replacement of the existing fire sprinkler piping in the east section of the first floor that has not already been replaced.

Action:

Approve and authorize Chair to sign an agreement between Plumas County facility Services and Western States Fire Protection, effective August 5th 2025; not to exceed \$136,600.00; (General Fund Impact) as approved in the FY25/26 recommended budget (2012054 / 540110); approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact, as approved in the FY 25/26 recommended budget

Attachments:

1. 6109 FINAL Phase 4

Service Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** department (hereinafter referred to as "County"), and **API Group Life Safety USA, LLC**, a Minnesota Limited Liability Company dba Western States Fire Protection Company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Phase 4, Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **One Hundred Thirty-Six Thousand Six Hundred and 00/100 Dollars (\$136,600.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Term. The term of this Agreement shall be from **August 5, 2025**, through **June 30, 2026**, unless terminated earlier as herein provided.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

____ COUNTY INITIALS

1

CONTRACTOR INITIALS ____

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.
7. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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

- a. General liability (and professional liability, if applicable to the services provided) coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles) with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall 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 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 term 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insureds. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a C16 Fire Protection contractor, issued by the State of California, No. 1092090.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of county relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

API Group Life Safety USA, LLC dba Western States Fire Protection Company
1655 Marietta Way
Sparks, NV 89431
Attention: Sean McGuire

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. Retention of Records. 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.
40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

API Group Life Safety USA, LLC dba
Western States Fire Protection Company

By: _____
Name: Nate Muzzi
Title: Attorney-in-fact
Date:

COUNTY:

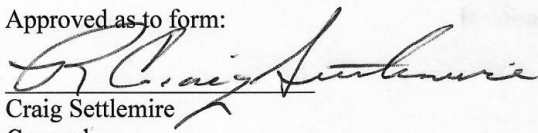
County of Plumas, a political subdivision of
the State of California

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

ATTEST:

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

Approved as to form:



Craig Settemire
Counsel

Exhibit A

Scope of Work Phase 4

Scope of work consists of replacing of the East section of fire sprinkler system for the 1st floor wet System. The starting point will be at existing wet pipe system previously replaced on first floor by phase 3, draining fire sprinkler system daily and returning to service every end of work shift.

This scope is for a direct replacement of the existing fire sprinkler piping in the east section of the first floor that has not already been replaced. This work is proposed to be completed outside of normal business hours.

Mains and branch lines: Currently there have been multiple leaks over the past years and the sprinkler piping seems to have reached its useful life cycle. All piping that is to be replaced with be schedule 10 or thicker.

- DFS is to remove and replace all piping and sprinkler heads in designated areas per marked drawings. (attached)
- This is to include the fire sprinkler main line that runs through the area of work along with branch lines and arm overs.
- With replacement of all pipe and fittings the fire sprinkler heads will also be replaced with new ones. Per NFPA code when a fire sprinkler head is removed it shall be replaced with new.
- All the fittings will be replaced with new.
- All existing hangers are to remain in place and be reused.
- Pipe used on this project shall be black schedule 10 for 2 ½" and larger and schedule 40 steel for 2" and smaller as allowed by NFPA 13 and meeting ASTM A53, ASTM A795 or ASTM A135 standards.
- Piping to be concealed above areas with sheetrock and grid ceilings.

Delta Fire Systems qualifies the following:

- All work shall take place after hours Monday-Friday.
- All hangers are to remain and be reused.
-

Work will take place at Plumas County Health and Human Services Building Located at
270 County Hospital Rd. Quincy, Ca 95971

Exhibit B
Terms of Payment

Terms of payment are net 30 days on 100% of Complete Design Drawings, 100% of materials onsite and percentage of square footage completed for labor on monthly progress billings with final completion payment within 30 days of contract completion.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign Amendment No. 2 to the Professional Services Agreement between Plumas County Public Works and Bender Rosenthal Inc. for right-of-way project management, right-of-entry and appraisal services required for the Quincy-Junction Road Project; effective June 30, 2025 through June 1, 2026; not to exceed \$90,319.55; (No General Fund Impact) road funds; approved as to form by County Counsel; discussion and possible action.

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute Amendment No. 2 to the Service Agreement with Bender Rosenthal, Inc, totaling \$90,319.55 to assist with the Quincy Junction Road Improvement Project right-of-way work.

Background and Discussion:

The Plumas County Department of Public Works is working with land owners adjacent to the Quincy-Junction Road Improvement Project. In order for construction to be completed, equipment and personnel need to temporarily enter private property. Bender Rosenthal Inc (BRI) will contact each owner and determine the value and obtain temporary construction easements. BRI is able to perform appraisals and will coordinate with the owners for this project.

Action:

Approve and authorize Chair to sign Amendment No. 2 to the Professional Services Agreement between Plumas County Public Works and Bender Rosenthal Inc. (total \$90,319.55) for right-of-way project management, right-of-entry and appraisal services required for the Quincy-Junction Road Project; No General Fund Impact; road funds; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to General Fund. Road fund.

Attachments:

1. Amend No. 2 to Contract Bender Rosenthal PWRD 23-002
2. Contract PWRD 23-002 Bender-Rosenthal
3. BRI Amend No 1
4. BRI On-call Agreement 23-002

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Right-of-Way Engineering and
Acquisition Services for Transportation
Improvements Projects**

The September 22, 2022, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Bender Rosenthal Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 23-002 is hereby amended as follows:

Project Background

The Plumas County Department of Public Works is working with land owners adjacent to the Quincy Junction Road Improvement Project. In order for construction to be done, equipment needs to temporarily enter private property. Bender Rosenthal Inc (BRI) will contact each owner and determine the value and obtain temporary construction easements. BRI is able to perform property appraisals and will coordinate with the owners for this project.

Scope of Work

The scope of work will include right-of-way project management, appraisal services, acquisition services, title and escrow services as identified in the Scope of Work, which is attached hereto as Exhibit "A".

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "A" and incorporated herein by this reference. The cost is Ninety Thousand Three Hundred and Nineteen Dollars and fifty-five Cents (\$90,319.55).

Consultant shall submit an invoice to the County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule

The Consultant shall complete the work, set forth above in the Project Schedule which is mentioned hereto on Exhibit "A".

Term

The term of this Agreement commences June 30, 2025, and shall remain in effect through June 1, 2026, unless terminated earlier pursuant to this Agreement.


 Consultants

 County Initials


Other Contract Provisions.


All other contract provisions set forth in the September 22, 2022, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

Bender Rosenthal Incorporated

By: 
Name: Renee Baur
Title: CEO
Date signed: 7/3/2025

By: 
Name: David Wraa
Title: Vice President
Date signed: 7/3/2025

COUNTY:


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

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

ATTEST:

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

Approved as to form:


Joshua Breehtel, Attorney
County Counsel's Office

Taxpayer ID Number —41-2034507

Attachments: Exhibit A

RB Consultants
DW

AH County Initials

EXHIBIT A



**BENDER
ROSENTHAL
INCORPORATED**

May 29, 2025

Andrew Hammond, PE | PLS
Associate Engineer
Plumas County Public Works
1834 E Main Street
Quincy, CA 95971

ORIGINAL BY EMAIL:
AndrewHammond@countyofplumas.com

**RE: RIGHT OF WAY SERVICES SCOPE AND QUOTE
QUINCY JUNCTION ROAD PROJECT**

Dear Mr. Hammond,

Bender Rosenthal Inc. (BRI) appreciates the opportunity to submit a scope and fee to provide right of way services to Plumas County Public Works (County) for the Quincy Junction Road Project (Project). BRI understands that the Project will require right of way from eleven (11) parcels to widen Quincy Junction Road and construct roadway improvements. The impacted parcels are either single-family residences or used for agricultural land. Additionally, rights of entry are required from three (3) parcels to conduct biological surveys.

The following outlines BRI's scope, methodology, timeline, and fee for this project.

SCOPE OF WORK

RIGHT OF WAY PROJECT MANAGEMENT

Rebekah Green will serve as the Project Manager and will oversee the performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with the County to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with the right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

Deliverables: Bi-weekly updates; Attendance at project meetings as required.

RIGHTS OF ENTRY (ROE) SERVICES

BRI will negotiate and acquire ROE for any environmental investigations, geotechnical investigations, surveying, or other studies that may impact the Project. To expedite this process, BRI will prepare the ROE with exhibits: Assessor's Parcel Map (AP Map) with locations outlined as well as a letter to each property owner. BRI will mail out the letters (one copy of ROE and AP Map attached to letter) and two copies of ROE and AP Map for owner to sign and return in the self-addressed, stamped envelope. All signed documentation will be submitted to the County and one (1) copy of the fully executed ROE will be provided to the property owner upon approval by the County.

Deliverables: Acquisition of up to three (3) ROE.

RESTRICTED APPRAISAL SERVICES

BRI will develop one (1) restricted appraisal of the estimated fair market value of the rights to be acquired for APN 117-022-016. The appraisal will be an abbreviated narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables: One (1) electronic Restricted Appraisal Report that meets all State and Federal Standards.

INDEPENDENT APPRAISAL REVIEW SERVICES

As this project involves Caltrans oversight, BRI has enlisted the expertise of the Sierra West Valuation for Independent Appraisal Review services. Upon completion of the review, the appraisal and a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to the County for approval of Just Compensation.

Deliverables: One (1) Independent Appraisal Review Certificate.

WAIVER VALUATIONS

BRI recommends the use of Waiver Valuations for this project. The Code of Federal Regulations [49 CFRs 24.102 (c) 2] provides that an appraisal is not required if the valuation problem is uncomplicated and the fair market value is estimated at \$15,000 or less based on a review of available data. The \$15,000 amount includes severance damages but excludes any insignificant construction contract work. The Waiver Valuation is not an appraisal and is to be used merely for documentation in support of the estimated compensation to be paid to the property owner.

Please note, Waiver Valuations cannot be used to condemn. Should court action be determined necessary, an Appraisal Report will be required, resulting in the assessment of additional fees. Waiver Valuations also do not require an independent appraisal review which provides additional savings to the project.

Deliverables: Ten (10) electronic Waiver Valuations that meet all State and Federal Standards.

ACQUISITION SERVICES

Upon completion of the restricted appraisal and waiver valuations, and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offers and acquire the necessary rights. Each offer package will be reviewed internally for quality measures. BRI will then convey documents until acceptance or impasse is reached.

BRI will contact or attempt to contact each property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail, or through the postal service. Finally, BRI will prepare a final file for each parcel, ensuring that it has been quality-checked and meets State and Federal reporting requirements.

Deliverables: Acquisition of property rights from eleven (11) ownerships, with files on each negotiation, acquisition, and project settlement.



TITLE & ESCROW SERVICES

Escrow services will be required to finalize each acquisition transaction. BRI will deliver documents and checks to the escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office if needed. At the request of the County, BRI will procure one (1) preliminary title report.

Deliverables: Facilitate Title and Escrow support as outlined above for eleven (11) ownerships.

CALTRANS RIGHT OF WAY CERTIFICATION

BRI will coordinate with Caltrans District 2 to supply all required documentation for the draft and final Right of Way Certification Document 13-B at certification level 1 or 2.

Deliverables: One (1) draft and one (1) final Right of Way Certification Document 13-B at certification level 1 or 2.

ADDITIONAL SERVICES

If additional services are required beyond the tasks captured in this proposal, (post appraisal meetings, consultations, etc.) BRI will submit a request for a budget amendment. These tasks will not commence prior to written authorization.

PROJECT SCHEDULE

The restricted appraisal report will be expedited and delivered within four (4) to five (5) weeks of Notice to Proceed (NTP). The Waiver Valuations will be delivered within three (3) weeks of NTP, and acquisition tasks are anticipated to take place over three (3) to six (6) months.

FEE PROPOSAL

The fee for services for the Quincy Junction Road Project is \$90,319.55, with optional services bringing the total to \$91,219.55.

RIGHT OF WAY TASK	UNIT / HOURS	LUMP SUM / RATE	SUBTOTAL
PROJECT MANAGEMENT	35	\$169.13	\$5,919.55
RIGHTS OF ENTRY	3	\$1,200	\$3,600
RESTRICTED APPRAISAL SERVICES	1	\$3,600	\$3,600
INDEPENDENT APPRAISAL REVIEW	1	\$1,800	\$1,800
WAIVER VALUATIONS	10	\$2,000	\$20,000
ACQUISITION SERVICES	11	\$3,500	\$38,500
TITLE & ESCROW SERVICES	11	\$1,200	\$13,200
RIGHT OF WAY CERTIFICATION	1	\$2,500	\$2,500
SUBTOTAL			\$89,119.55
Other Direct Costs (Mileage/Postage/Notary)			\$1,200
TOTAL FEE			\$90,319.55



Acquisition services will be billed at the following milestones:

MILESTONE BILLING	
Item Description	Cost
Offer package sent	\$1,500
Sixty (60) days or when an agreement is reached, whichever is sooner	\$1,500
Final project closeout; files transmitted to the County	\$500

Rights of Entry services will be billed at the following milestones:

MILESTONE BILLING	
Item Description	Cost
ROE packages sent	\$600
Final project closeout; files transmitted to the County	\$600

Escrow services will be billed at the following milestones:

MILESTONE BILLING	
Item Description	Cost
Funds deposited into escrow	\$600
Escrow Closes	\$600

Thank you for the opportunity to submit a proposal to work on this Project. Should you have any questions regarding this scope and fee, please reach out to Project Manager Rebekah Green at r.green@benderrosenthal.com or at (916) 978.4900, Ext. 2065.

We look forward to working with you.

Sincerely,
BENDER ROSENTHAL, INC.

Renee Baur, PMP
CA Real Estate Broker
Chief Executive Officer

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works Department (hereinafter referred to as "County"), and **A-1 Radiator Repair, Inc.** a Nevada 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 **Nine Thousand Five Hundred Dollars and No/100 (\$9,500.00)**.
3. Term. The term of this agreement shall be from October 1, 2023 through September 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.

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS



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

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

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

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS



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

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS



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

County:

Plumas County Department of Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

A-1 Radiator Repair, Inc.
875 E. Second Street
Reno, NV 89502
Attention: Joe Hurd, Manager

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

____ COUNTY INITIALS

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CONTRACTOR INITIALS



- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

____ COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS




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

CONTRACTOR:

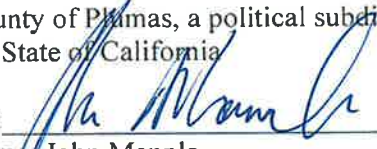
A-1 Radiator Repair Inc., a Nevada Corporation

By: 
Name: Ken Zeal
Title: President
Date signed:


By: 
Name: Cheryl Zeal
Title: Secretary/Treasurer
Date signed:

COUNTY:

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

By: 
Name: John Mannle
Title: Public Works Director
Date signed:

APPROVAL BY PURCHASE AGENT:

By: 
Name: Debra Lucero
Title: Chief Administrative Officer
Date Signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

9/13/2023

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

1. Contractor will provide services to rebuild and repair equipment radiators & heat exchangers including DPF (diesel particulate filter) repair & cleaning
2. All work shall be provided in accordance with industry standards for high-quality repairs and service.

____ COUNTY INITIALS

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CONTRACTOR INITIALS



EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$120.00 per hour.
2. All prices for parts shall be at or below Contractor's standard rates for such services.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at anytime Contractor believes that repairs will cost more than the county-authorized written estimate, Contractor shall provide a received written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

____ COUNTY INITIALS

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CONTRACTOR INITIALS



AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Right-of-Way Engineering and
Acquisition Services for Transportation
Improvements Projects**

The September 22, 2022, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Bender Rosenthal Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 23-002 is hereby amended as follows:

Project Background

The Plumas County Department of Public Works is working to resolve issues along Meadow Ln including correcting a road grant deed that is shifted too far to the west, property gaps and overlaps and adjusting parcel lines. While correcting these issues the property owners on the east side of Meadow Ln will be affected. Bender Rosenthal Inc (BRI) is able to perform property appraisals and will coordinate with the two owners on the east side to provide required compensation for the right-of-way adjustment.

Scope of Work

The scope of work will include right-of-way project management, appraisal services, acquisition services, title and escrow services as identified in the Scope of Work, which is attached hereto as Exhibit "A".

Compensation

Consultant shall be paid in accordance with the Fee Schedule, which is attached hereto as Exhibit "A" and incorporated herein by this reference. The cost is Eighteen Thousand Two Hundred and Three and 04/100 Dollars (\$18,203.04).

Consultant shall submit an invoice to the County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Protect Schedule

The Consultant shall complete the work, set forth above in the Project Schedule which is mentioned hereto on Exhibit "A".

Term

The term of this Agreement commences June 10, 2025, and shall remain in effect through May 30, 2026, unless terminated earlier pursuant to this Agreement.

RB
DW Consultants

AL County Initials

clerk

Other Contract Provisions.

All other contract provisions set forth in the September 22, 2022, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

Bender Rosenthal Inc.

By: [Signature]
Name: Renee Baur
Title: CEO/Secretary
Date signed: 5/28/2025

By: [Signature]
Name: David Wraa
Title: Vice President
Date signed: 5/28/2025

COUNTY:

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

By: [Signature]
Kevin Goss
Chair, Board of Supervisors
Date signed: 06.10.25

ATTEST:

By: [Signature]
Allen Hiskey
Clerk of the Board of Supervisors
Date signed: 06.10.25

Approved as to form:

[Signature]
Joshua Breehtel, Attorney
County Counsel's Office

Taxpayer ID Number — 41-2034507

Attachments: Exhibit A

[Signature] Consultants

AH County Initials

EXHIBIT "A"



May 19, 2025

Andrew Hammond, PE | PLS
Associate Engineer
Plumas County Public Works
1834 E Main Street
Quincy, CA 95971

ORIGINAL BY EMAIL:
AndrewHammond@countyofplumas.com

**RE: RIGHT OF WAY SERVICES SCOPE AND QUOTE
MEADOW LANE PROJECT**

Dear Mr. Hammond,

Bender Rosenthal Inc. (BRI) appreciates the opportunity to submit a scope and fee to provide right of way services to Plumas County Public Works (County) for the Meadow Lane Project (Project). BRI understands that the Project will require additional right of way from four (4) parcels, APNs 116-143-002, 116-150-028, 116-150-030 and 116-150-027, under two (2) ownerships, Stanley and Paula Buus and Andy and Ronda Feinblum.

The following outlines BRI's scope, methodology, timeline, and fee for this project.

SCOPE OF WORK

TASK 1 - RIGHT OF WAY PROJECT MANAGEMENT

Rebekah Green will serve as the Project Manager and will oversee the performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with the County to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with the right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

Deliverables: Bi-weekly updates; Attendance at project meetings as required.

TASK 2 - RESTRICTED APPRAISAL SERVICES

BRI will develop two (2) restricted appraisals of the estimated fair market value of the rights to be acquired. The appraisal will be an abbreviated narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables: Two (2) electronic Restricted Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

TASK 3 - ACQUISITION SERVICES

Upon completion of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offers and acquire the necessary rights. Each offer package will be reviewed internally for quality measures. BRI will then convey documents until acceptance or impasse is reached.

BRI will contact or attempt to contact each property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail, or through the postal service. Finally, BRI will prepare a final file for each parcel, ensuring that it has been quality-checked and meets State and Federal reporting requirements.

Deliverables: Acquisition of property rights from two (2) ownerships, with files on each negotiation, acquisition, and project settlement.

TASK 4 - TITLE & ESCROW SERVICES

Escrow services will be required to finalize each acquisition transaction. BRI will deliver documents and checks to the escrow company, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office if needed.

Deliverables: Facilitate Title and Escrow support as outlined above for two (2) ownerships.

ADDITIONAL SERVICES

If additional services are required beyond the tasks captured in this proposal, (post appraisal meetings, consultations, etc.) BRI will submit a request for a budget amendment. These tasks will not commence prior to written authorization.

PROJECT SCHEDULE

The restricted appraisal reports will be expedited and delivered within six (6) to eight (8) weeks of Notice to Proceed. Acquisition tasks are anticipated to take place over three (3) to six (6) months.

FEE PROPOSAL

The fee for services for the Meadow Lane Project is **\$18,203.04**.

RIGHT OF WAY TASK	UNIT / HOURS	LUMP SUM / RATE	SUBTOTAL
PROJECT MANAGEMENT	8	\$169.13	\$1,353.04
RESTRICTED APPRAISAL SERVICES	2	\$3,600	\$7,200
ACQUISITION SERVICES	2	\$3,500	\$7,000
TITLE & ESCROW SERVICES	2	\$1,200	\$2,400
Other Direct Costs (Mileage/Postage/Notary)			\$250
TOTAL FEE			\$18,203.04

Acquisition services will be billed at the following milestones:

MILESTONE BILLING	
Item Description	Cost
Offer package sent	\$1,500
Sixty (60) days or when an agreement is reached, whichever is sooner	\$1,500
Final project closeout; files transmitted to the County	\$500

Escrow services will be billed at the following milestones:

MILESTONE BILLING	
Item Description	Cost
Funds deposited into escrow	\$600
Escrow Closes	\$600

Thank you for the opportunity to submit a proposal to work on this Project. Should you have any questions regarding this scope and fee, please reach out to Project Manager Rebekah Green at r.green@benderrosenthal.com or at (916) 978.4900, Ext. 2065.

We look forward to working with you.

Sincerely,
BENDER ROSENTHAL, INC.



Renee Baur, PMP
CA Real Estate Broker
Chief Executive Officer

**PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL RIGHT OF WAY ENGINEERING
AND ACQUISITIONS SERVICES FOR
TRANSPORTATION IMPROVEMENT
PROJECTS**

For Plumas County

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Bender Rosenthal, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Lindy Lee

The name of the "LOCAL AGENCY" is as follows:

Plumas County Department of Public Works

The Contract Administrator for LOCAL AGENCY will be John Mannie

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Billing Rates. The approved CONSULTANT's Billing Rates is attached hereto as Exhibit A and incorporated by reference. If there is any conflict between the approved Billing Rates and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

The Scope of Services for this RFQ requires an understanding of "turnkey" right of way services. It is anticipated that the Department will expand or refine the Scope of Services during the negotiation with the selected consultant, incorporating their experience, expertise and method of approach. The consultant will need to adhere to the latest requirements of the Caltrans Local Assistance Procedures Manual (LAPM). The selected consultant and/or consultant team will provide all project management, staff, services, equipment, materials, transportation, and labor to complete the following services and maintain the appropriate licensing as described below:

Essential services include (but are not limited to):

Right of Way Appraisals and Acquisitions

- a. Project management of all administration and coordination activities involved in an acquisition of Right of Way and the clearing of parcels for construction along with the relocation of utilities in conflict with a project.
- b. Research Right of Way titles, parcel maps, and Records of Survey
- c. Locate existing effected property corners
- d. Prepare stamped Right of Way drawings, plats, and legal descriptions
- e. Process appropriate notifications to subject property owner(s)
- f. Prepare right-of-way appraisals and provide third party appraisal reviews that conform to the Uniform Standards of Professional Appraisal Practice (USPAP) appraisals to confirm appraisal analysis, valuation, calculations, and report integrity
- g. Prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation
- h. Ensure appraisals contain Appraiser and Review Appraiser Certificates
- i. Confirm establishment of just compensation by local agency prior to negotiations
- j. Provide First Written Offer with summary statement included presented in person if possible
- k. Perform negotiations and acquisitions of required properties in consultation with County Counsel and Department of Public Works
- l. Maintain diary entries of notifications and contacts
- m. Acquire property/easement within 60 business days of approved appraisal and just compensation.
- n. Provide Eminent Domain Assistance including expert testimony as to the appraised values, if requested
- o. Maintain a complete file on each parcel
- p. Prepare all Right of Way forms and exhibits to be submitted to Caltrans in accordance to the standards as set forth in the Caltrans Right of Way Manual and Local Assistance Procedure Manual. Submissions must pass the review of the Caltrans Local Assistance coordinator. Consultant must certify, by a Licensed Land Surveyor, the accuracy of survey.

Right of Way Utility Coordination

a. Utility Verification

In the early phase of the Design process, the Utility Coordinator sends a proposed project plan to owner and request for owners' facility map(s) of any facility located within project limits. Utility Coordinator forwards owners' map(s) to the Project Engineer. The Project Engineer plots all existing facilities onto UTILITY SHEET (Refer to Caltrans *Design's Standard Plan* or *American Society of Civil Engineers [ASCE], Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*). Project Engineer identifies all impacted utility facilities within project limits and provides conflict maps for each impacted facility to the Utility Coordinator.

Utility Coordinator contacts and informs the owner(s) of the conflict(s), requests conflict resolution plan(s), detail cost estimate(s), and owner's liability determination.

When the above items are received from owner(s), the Utility Coordinator will forward the plan(s) to the Project Engineer for approval.

b. Liability Determination

After the conflict resolution plan(s) is approved by the Project Engineer, a liability determination must be made to determine whether the local agency is legally liable for any portion or all of the relocation cost(s). (See Chapter 13, "Utility Relocation," Section 13.04.00 of the Caltrans *Right of Way Manual* for guidance.)

The Utility Coordinator shall complete "Report of Investigation" (ROI) (See Exhibit 14-E). The ROI is a document that determines the local agency's liability for relocation costs.

The Utility Coordinator shall send a proposed copy of the ROI, Notice to Owner (NTO), and Utility Agreement to District Local Assistance Engineer (DLAE) and District Right of Way Utility Coordinator for review and approval, prior to sending out to owner.

c. Notifying Owner

After the conflict resolution plan is approved and liability is determined, the Utility Coordinator shall seek concurrence from the owner in case the liability determination is different from owner's claim letter.

Once the owner concurs with the liability (this is referred to as "Meeting of the Minds"), the Utility Coordinator will issue a written NTO (See Exhibit 14-D, "Notice to Owner") to the owner. The local agency must make all necessary arrangements with owners of the affected utility facilities for their relocations. The NTO will clearly define the impacted facility, owner's conflict resolution plan number and date, estimated completion date, and liabilities.

The local agency shall provide all other necessary permit(s) related to the relocation to the owner prior to the commencing of work. Only when any ordered work is located within the SHS, a Caltrans Encroachment Permit is required. The Utility Coordinator can request the permit through the District Right of Way Utility Coordinator.

If the local agency is liable for any portion of the relocation, a Utility Agreement (See Exhibit 14-F, "Utility Agreements" and Exhibit 14-G, "Utility Agreement Clauses") will also be prepared and sent to the owner along with the NTO. The local agency's liability portion and authority to pay for the relocation must be clearly cited in its Utility Agreement and in the "liability" section of the NTO.

d. Right of Way Utility Clearance Memo

Once all utility conflicts have been resolved, the Project Engineer and the Utility Coordinator will issue a Utility Clearance Memo that clearly lists all conflicts, locations, the NTO numbers and issued

date, liability, and estimated completion date. The information on this memo will be incorporated into the R/W Certification.

e. Managing the Physical Relocation

Prior to any physical relocation work being commenced, the Project Engineer and Utility Coordinator shall make sure all agreements have been executed, Specific Authorization/Approval of Utility Agreement has been approved (if federal funding is sought), and funding has been secured.

The Project Engineer and Utility Coordinator shall monitor the progress and verify that the relocation has been carried out according to the conflict resolution plan and schedule.

f. Managing Relocation Invoices

The Utility Coordinator will process utility relocation invoices for reimbursement in accordance to the procedures described in Chapter 5, "Accounting/Invoices" of the *Local Assistance Procedures Manual* (LAPM).

The Project Engineer and Utility Coordinator shall make sure the owner provides credit when applicable, for salvage value, betterment, and all supporting documents are attached to the invoice.

g. Utility Records Keeping

The Utility Coordinator will create a Utility File for each impacted facility. These records will be retained by the local agency as required by FHWA regulations.

Section 23 CFR 645.119(c)(1)(iv), Alternate Procedure approval, requires documentation of actions taken in compliance with State and federal policies. All engineering decisions affecting the utility relocation from the beginning of planning to the completion of the relocation and billing, should be documented in the local agency's Utility File diary.

It is essential that documented field verification of the progress and completion of all reimbursable utility work be provided by the local agency. This required documentation is met by the use of detailed inspector's diaries or their equivalent.

DELIVERABLES

- a. Appraisal Report(s) for subject properties per Caltrans's Right-of-Way Manual
- b. Parcel Diaries and other acquisition documentation per Caltrans *Local Assistance Procedures Manual* (LAPM) and Right of Way Manual.
- c. Preliminary title reports
- d. Right of Way exhibits
- e. Legal descriptions and plats
- f. Property owner and Utility notification letters
- g. Property appraisals and reviews
- h. Any other relevant documentation needed for project completion

A. CONSULTANT Services

The CONSULTANT shall provide the services as described in the above Statement of Work.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).

B. Right of Way

The CONSULTANT does have responsibility to meet Right of Way requirements and whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys

The CONSULTANT does not have the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

The CONSULTANT does not have responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

The CONSULTANT does not have responsibility to check shop drawings.

H. CONSULTANT Services During Construction

The CONSULTANT does not have responsibility to provide services during construction.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.

- A. This AGREEMENT shall go into effect on the date of contract execution, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end after three years from the date of contract, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Billing Rates. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Billing Rates.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *(Local Agency to include either (a) or (b) below; delete the other one)*
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- John Mannle, PE
Plumas County Department of Public Works
1834 East Main St
Quincy, CA 95971
Tel: 530.283.6268
Fax: 530.283.6323
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ 450,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit

recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from

subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be

verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. 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 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A

list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 9 %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of

DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that 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 LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance

with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the

CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Bender Rosenthal

Lindy Lee, Project Manager

2825 Watt Ave

Sacramento, CA 95821

LOCAL AGENCY:

Plumas County Department of Public Works

John Mannle, PE, Contract Administrator

1834 E Main St


Quincy, CA 95971

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

Plumas County Dept. of Public Works


John Mannle, PE

Date: 9/23/22

Bender Rosenthal, Inc


Renee Baur, CEO

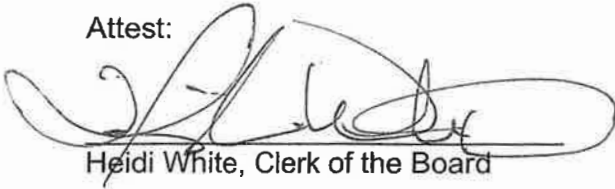
Date: 9/22/22

Plumas County Board of Supervisors



Kevin Goss, Chair, Board of Supervisors

Attest:



Heidi White, Clerk of the Board

Approved as to form:



9/22/2022

Joshua Brechtel
Deputy County Counsel I

EXHIBIT A - BILLING RATES



BENDER
ROSENTHAL
INCORPORATED

2022 BILLING RATES

Principal Project Manager	\$225/hr.
Senior Project Manager	\$190/hr.
Project Manager	\$180/hr.
Assistant Project Manager	\$140/hr.
Senior Quality Control Auditor	\$150/hr.
Senior Project Controller	\$160/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$200/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$170/hr.*
Appraiser III	\$150/hr.
Appraiser II	\$130/hr.
Appraiser I	\$110/hr.
Senior Right of Way Specialist	\$170/hr.
Senior Acquisition Agent	\$140/hr.
Acquisition Agent	\$110/hr.
Senior Relocation Agent	\$135/hr.
Relocation Agent	\$105/hr.
Senior Project Coordinator	\$135/hr.
Project Coordinator	\$100/hr.
Senior Land Agent	\$115/hr.
Land Agent II	\$100/hr.
Land Agent I	\$ 85/hr.
Administrative Support III	\$ 85/hr.
Researchers	\$ 90/hr.
Administrative Support II	\$ 70/hr.
Administrative Support I	\$ 50/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: July 15, 2025

SUBJECT: Adopt **RESOLUTION** of the Board of Supervisors of Plumas County Granting the Real Property Adjacent to (West of) the Lake Davis Water Treatment Plant to the City of Portola; (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 authorize the Chair to execute the Resolution for Plumas County to transfer (via grant deed) the west parcel adjacent to the Lake Davis Water Treatment Plant to the City of Portola.

Background and Discussion:

In 2024, Plumas County transferred the parcel containing the Lake Davis Water Treatment Plant to the City of Portola. There is a second parcel to the west that also needs to be transferred. This Resolution will grant this second parcel, APN: 128-010-057, to the City of Portola. This parcel is not needed for County use and is needed by the City of Portola for disposal of wash water.

Action:

Adopt **RESOLUTION** for Plumas County to transfer (via grant deed) the west parcel adjacent to the Lake Davis Water Treatment Plant to the City of Portola; No General Fund Impact; Approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No impact to General Fund. Flood Control.

Attachments:

1. RESOLUTION West Parcel Lk Davis WTP

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY GRANTING THE REAL PROPERTY ADJACENT TO (WEST OF) THE LAKE DAVIS WATER TREATMENT PLANT

WHEREAS, the Board of Supervisors of Plumas County has been fully advised of the current and proposed ownership of the parcel of land described in the Legal Description attached hereto as Exhibit A and the Legal Boundary Map attached hereto as Exhibit B, including all improvements on the parcel that comprise the land adjacent to, west of, the Lake Davis Water Treatment plant as depicted on the Satellite Map attached hereto as Exhibit C.

WHEREAS, the Board of Supervisors of Plumas County has authority under Cal. Government Code § 25365 to, by a four-fifths vote, grant, convey, quitclaim, assign, or otherwise transfer to any city, or any other public agency within the county or exchange with those public agencies, any real or personal property, or interest therein belonging to the county upon the terms and conditions as are agreed upon if the property or interest therein to be granted and conveyed or quitclaimed is not required for County use.

WHEREAS, the Board of Supervisors of Plumas County has found and determined that the real property in fee simple consisting of the parcel described as APN: 128-010-057 from the Plumas County Flood Control & Water Conservation District as described in the Legal Description attached hereto as Exhibit A and the Legal Boundary Map attached hereto as Exhibit B, including all improvements on the parcels that comprise the parcel adjacent to the Lake Davis Water Treatment as depicted on the Satellite Map attached hereto as Exhibit C, and any and all plant, facilities, equipment, parts and supplies for the Lake Davis Water Treatment Plant, is not necessary for County use.

WHEREAS, the Board of Supervisors of Plumas County has found and determined that it is in the best interest of the County of Plumas to hereby grant said property from the Plumas County Flood Control & Water Conservation District to the City of Portola with the understanding, as memorialized in Portola City Resolution 2610, that the City of Portola will accept sole ownership of said parcel.

NOW, THEREFORE, THE BOARD OF SUPERVISORS HEREBY RESOLVES that the County of Plumas authorizes the Grant Deed in the form attached here to as Exhibit D transferring the real property described as APN: 128-010-057 and the improvements located thereon that comprise the Lake Davis Water Treatment Plant and any and all plant, facilities, equipment, parts and supplies for the Lake Davis Water Treatment Plant.

NOW, THEREFORE, THE BOARD OF SUPERVISORS HEREBY FURTHER INTENDS that the City of Portola will perform all operation and maintenance responsibilities for the Lake Davis Water Treatment Plant immediately upon approval of this Resolution and the execution and delivery of the Grant Deed attached hereto as Exhibit D to the City.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025 by
the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair, Board of Supervisors

Clerk of the Board

Approved as to form:


Joshua Breehtel, Attorney
County Counsel's Office

EXHIBIT A
LEGAL DESCRIPTION

Those portions of the lands of Section 12, T. 23 N., R. 13 E., M.D.M., conveyed to Plumas County Flood Control, being a portion of "Parcel 33" of Book 8 of Parcel Maps, Page 18 filed June 12th, 1981, in the office of the county recorder of Plumas County, California. Also known as Assessor Parcel Number (APN): 128-010-057.

The certain land more particularly described as follows:

Beginning at the most Northerly corner of said Parcel 33, being also the Northwesterly corner of the parcel labeled, "Plumas County Flood Control", being the TRUE POINT OF BEGINNING;

thence, along the line common to said parcels, S 26°20'31" E, 441.98 feet to the Southerly corner of said County parcel;

thence, along the Southerly line of said County parcel, N 64°34'58" E, 324.68 feet;

thence, S 26°20'31" E, 133.00 feet;

thence S 64°34'58" W, 324.68 feet;

thence, S 58°42'03" W, 713.49 feet to the Easterly line of the parcel conveyed to the State of California, by deed recorded in Volume 376 of Plumas County Official Records, at page 488;

thence, along said line N 31°35'47" W, 610.09 feet;

thence, N 48°46'15" W, 29.49 feet to the Northwesterly line of said Parcel 33;

thence, along said line N 63°31'19" E, 777.95 feet; returning to the TRUE POINT OF BEGINNING, also being the TRUE POINT OF TERMINUS.

Containing 491,852 square feet (11.291 acres), more or less.



EXHIBIT B
LEGAL BOUNDARY MAP

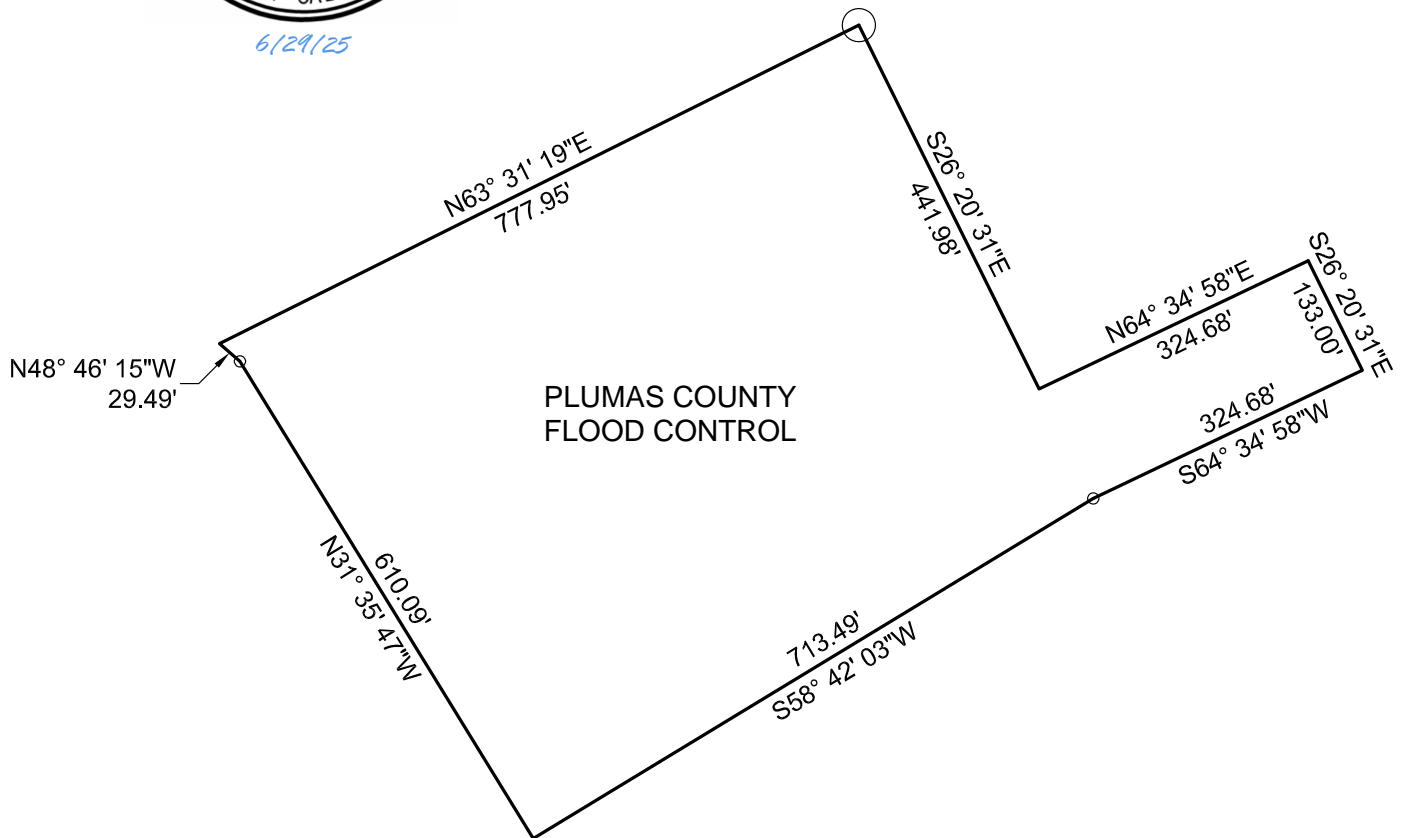


EXHIBIT C



EXHIBIT D

Recorded at the Request of:
Plumas County Public Works
1834 E Main St
Quincy, CA 95971

When Recorded Return to:
Plumas County Public Works
1834 E Main St
Quincy, CA 95971

Grant Deed

This deed, between Plumas County Flood Control and Water Conservation District (Grantor) and City of Portola (Grantee), free of all encumbrances, hereby grants the real property described herein.

Legal Description

See attached Exhibit A and Exhibit B

APN: 128-010-057

Dated: _____

Grantor Signature: _____

State of California
County of Plumas

On _____ before me _____, a Notary Public
personally appeared _____, who 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 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. I certify under PENALTY
OF PERJURY under the WITNESS my hand and official seal.

Notary Signature: _____



PLUMAS COUNTY PROBATION MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Probation Department and the County of Butte to utilize the Butte Juvenile Detention Facility to house juvenile detainees under the jurisdiction of the Plumas County juvenile court; effective August 1, 2025, through June 30, 2028; Potential General Fund Impact of up to \$15,000.00 as stated in the FY25/26 recommended budget (2040053-530440); approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to approve and sign the Memorandum of Understanding between Plumas County Probation Department and the County of Butte to utilize the Butte Juvenile Detention Facility to house juvenile detainees under the jurisdiction of the Plumas County juvenile court. The memorandum is effective August 1, 2025 through June 30, 2028.

Background and Discussion:

Because Plumas County does not have a juvenile detention facility, the Probation Department has contracted with the County of Butte to utilize their Juvenile Detention Facility in the detention of Plumas County juvenile offenders. This memorandum of understanding supersedes the previous MOU, contract R42294.

The Juvenile Hall rate is \$325.00 per day for Detention beds, \$456.00 per day for Camp Condor beds, and \$780.00 per day for CSP (securetrack) beds.

Action:

It is respectfully requested that the Board of Supervisors approve and authorize the Chair to sign the MOU between Plumas County Probation Department and the County of Butte for use of the Butte juvenile detention facility in the detention of Plumas County juvenile offenders.

Fiscal Impact:

Potential General Fund Impact of up to \$15,000.00 as stated in FY2025-2026 requested budget (2040053-530440). State Juvenile grant funds, primarily Youthful Offender Block Grant (YOBG - 20415) funds will be used to cover the majority of expenses during the fiscal year. If a juvenile is committed to a CSP bed, Division of Juvenile Justice Realignment Block Grant (DJJRBG - 20404) funds will be used instead.

Attachments:

1. 6116 Chief Signed

MEMORANDUM OF UNDERSTANDING
REGIONAL JUVENILE DETENTION FACILITY USE AGREEMENT
Between County of Butte and Plumas County Probation Department
August 1, 2025 – June 30, 2028

This Memorandum of Understanding ("MOU") is entered into effective August 1, 2025, by and between the **County of Butte**, a political subdivision of the State of California, acting through its **Probation Department** (hereinafter "Butte"), and the **Plumas County Probation Department** (hereinafter "Plumas"), hereinafter referred to as "Parties" collectively or "Party" individually. The purpose of this MOU is to establish the terms and conditions under which Plumas may utilize the **Butte Juvenile Detention Facility** (the "Facility") to house juvenile detainees under the jurisdiction of the Plumas County juvenile court, subject to space availability.

Whereas, Plumas has a need for the use of a juvenile detention facility and desires to place youth, detained pursuant to orders of the Plumas County Juvenile Court, in the Facility, to the extent that excess accommodations are available; and

Whereas, Butte currently operates and maintains the Facility in the City of Oroville, located at 41 County Center Drive, which may have space in excess of its own needs;

Now, therefore, in consideration of the services to be rendered, the sums to be paid, and the mutual covenants and conditions contained herein, the Parties agree as follows:

Novation

Through the act of Novation, Butte and Plumas desire to discharge County contract R42294, and the parties now mutually agree to replace all obligations of the prior agreement, without recourse, with the valid terms, conditions, and consideration contained herein.

1. Services Provided

Butte shall provide housing in the Facility for Plumas youth upon acceptance and subject to the availability of space. All accepted Plumas youth shall receive the same accommodations and services provided to Butte youth in accordance with applicable federal, state, and local laws and regulations. Services include access to education, medical care, mental health care, and dental care, as arranged and authorized by Plumas. Dental care is limited to pain management, treatment of injuries, and conditions potentially leading to malignancy during prolonged detention.

Butte may provide emergency medical, dental, and mental health services without prior authorization from Plumas. Plumas shall be responsible for the cost of any medical, dental, or mental health services not included in routine care provided to Butte youth.

- **Detention Program**

The Detention Program provides supervision and care for youth detained for new offenses who are awaiting a Dispositional Hearing. During this period, youth are assessed

to determine the most appropriate services and interventions needed to support their rehabilitation and inform judicial decisions regarding their future care and supervision.

- **Camp Condor**

Camp Condor is a court-ordered, up to six-month rehabilitative program for juvenile offenders, emphasizing accountability and personal achievement. The program follows a structured, phase-based approach designed to prepare youth for successful reintegration into the community. Key elements include counseling, life skills development, and behavior modification, with a focus on reducing recidivism through personal responsibility and goal-setting.

- **Secure Track – Commitment to Success Program (CSP)**

The Commitment to Success Program (CSP) serves male youth ages 14 to 25 who were eligible for commitment to the Division of Juvenile Justice (DJJ) prior to its closure and shall further be defined as persons who are adjudicated to be a ward of the juvenile court based on an offense described in subdivision (b) of Section 707 or an offense described in Section 290.008 of the Penal Code, pursuant to WIC 1990(b). CSP focuses on reducing recidivism and promoting successful transitions to adulthood through collaborative case management, trauma-informed care, and evidence-based practices. Services begin immediately upon entry ("Exit upon Entry" model) and include individualized planning to address each youth's educational, employment, health, and relational goals. The program also emphasizes repairing harm to victims and communities while supporting youth and their families in making responsible and prosocial choices.

2. Term

This MOU shall remain in effect from August 1, 2025, through June 30, 2028, unless earlier terminated by either party with thirty (30) days' written notice.

3. Payment Terms

- **Board and Care:** Plumas shall pay Butte a per diem rate for each Plumas youth housed in the Facility. The current rate is \$325.00 per day for Detention beds, \$456.00 per day Camp Condor beds, and \$780.00 per day for CSP beds. Rates are subject to change by the Butte County Chief Probation Officer with a minimum thirty (30) days' written notice to Plumas.
- **Legal Costs:** Plumas shall be solely responsible for legal services and associated costs for its youth.
- **Habeas Corpus Proceedings:** Plumas shall defend any writ of habeas corpus or similar proceedings filed on behalf of its youth and shall indemnify and hold harmless Butte, its officers, and employees from related claims.
- **Medical and Psychological Services:** Plumas shall reimburse Butte for the actual costs of third-party medical, mental health, or dental services exceeding routine care. Plumas shall pay for costs exceeding \$15,000 per catastrophic medical/surgical inpatient episode. Emergency care may be obtained without prior authorization.
- **Education:** Plumas shall reimburse Butte for any educational costs not covered by the State of California. Standard school services are included in the per diem rate.

- **Billing and Payment:** Butte shall bill Plumas monthly or quarterly, per youth. Payment is due within thirty (30) days of invoice receipt and shall be mailed to:

Butte County Probation Department
Attn: Contracts
42 County Center Drive
Oroville, CA 95965

4. Transportation

Plumas shall provide round-trip transportation for youth to and from the Facility. Butte will provide routine local transportation for medical, dental, or mental health services within Butte County, which is included in the per diem rate.

5. Court Documentation

Plumas shall provide the following documentation to Butte upon placement of any youth:

- Conformed court order of commitment
- Dispositional report
- Medical consent signed by parent/guardian or Juvenile Court Judge

6. Removal of Youth

Butte may, at its sole discretion, request the removal of any Plumas youth. Plumas shall retrieve the youth within five (5) business days of notification by Butte.

7. Indemnification

It is agreed that Plumas shall defend, save harmless and indemnify Butte, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of Plumas's performance of obligations under this Agreement and which result from the negligent acts or omissions of Plumas, its officers and/or employees.

It is further agreed that Butte shall defend, save harmless and indemnify Plumas, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of Butte's performance of obligations under this Agreement and which result from the negligent acts or omission of Butte, its officers and/or employees.

In the event of concurrent negligence of Plumas, its officers and/or employees, and Butte, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

8. Insurance

Each party is self-insured up to \$100,000 and covered up to \$25 million through participation in the CSAC Excess Insurance Authority.

9. Prison Rape Elimination Act (PREA) Compliance

Butte shall comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. §15601 et seq.) and applicable PREA standards and DJJ policies. Butte acknowledges that compliance monitoring, including on-site inspections, may be conducted. Noncompliance may result in termination of this MOU.

10. Alteration of Terms

This MOU constitutes the full and complete agreement between the parties. No amendment or modification shall be valid unless in writing and formally approved and executed by both parties.

11. Termination

This MOU may be terminated by either party upon thirty (30) days' written notice. Authorized costs incurred by Butte up to the termination date shall be reimbursed by Plumas.

12. Notices

All notices shall be in writing and delivered via personal service, first-class mail, or facsimile to the following:

Plumas County:

Keevin Allred, Chief Probation Officer
270 County Hospital Road
Quincy, CA 95971
Phone: (530) 283-6200
Fax: (530) 283-6165

Butte County:

Melissa Romero, Chief Probation Officer
42 County Center Drive
Oroville, CA 95965
Phone: (530) 552-4412
Fax: (530) 538-7871

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates set forth below.

-- BUTTE --

PROBATION DEPARTMENT

By _____
Melissa Romero Date
Chief Probation Officer

APPROVING AUTHORITY

By _____
Sara MacArthur Date
Deputy Director
General Services Department

REVIEWED FOR CONTRACT POLICY COMPLIANCE
General Services Contracts Division

By _____

REVIEWED AS TO FORM
BUTTE COUNTY COUNSEL

By _____

-- PLUMAS COUNTY --

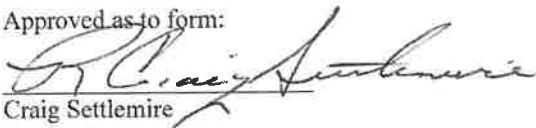
By _____
Kevin Goss Date
Board of Supervisors - Chairman

By  7.3.25
Keevin Allred Date
Chief Probation Officer

ATTEST:

By _____
Allen Hiskey Date
Clerk of the Board of Supervisors

Approved as to form:


Craig Settemire
Counsel



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Chuck Paterson Toyota for the fixed asset purchase of 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Chuck Paterson Toyota for the fixed asset purchase of 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

Plumas County Department of Social Services is requesting to purchase this vehicle in order to be able to haul the disaster trailer to set up emergency shelters.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Chuck Paterson Toyota for the fixed asset purchase of 2025 Toyota Tacoma; total not to exceed \$43,677.55; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) Realignment funds

Attachments:

1. 5579 FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

Tel:

County: County of Plumas Department of

Tel:

Description: Purchase of _____ as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed \$ _____ Dollars (\$ _____)

Term: Agreement shall commence on _____ and shall terminate on _____ unless the Contract is terminated earlier.

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:

Title:

Date Signed:

COUNTY:

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

By: _____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:


By: _____

Name:

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office



Chuck Patterson Toyota Dodge

200 East Avenue
Chico CA 95926
530-895-1771

2025 TACOMA

Tacoma SR

Model: 2025 Tacoma SR 2.4L 4-Cyl. Turbo Engine 4-Wheel
Drive 5-ft. bed Double Cab 7594A

VIN: 3TYLD5KN2ST011948

Stock: N/A

Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine

Transmission: 8-Speed Automatic Transmission



☐ EXTERIOR
Ice Cap

☒ INTERIOR
Black Fabric

PRICE

Base MSRP *	\$36,990.00
Factory Installed Packages & Accessories	\$1,495.00
Port Installed Packages & Accessories	\$1,059.00
Delivery Processing and Handling	\$1,495.00

Total Suggested Retail Price **\$41,064.00**

FUEL ECONOMY



INSTALLED PACKAGES & ACCESSORIES

50 State Emissions	FIO	\$0.00
SR Upgrade Package SR Upgrade Package (Double Cab A/T) – includes Blind Spot Monitor (BSM), Front and Rear Parking Assist with Automatic Braking (PA w/AB), Digital Key capability, and full-size spare tire.	FIO	\$1,495.00
Spray On Bedliner Get the spray-on bedliner that's as tough and durable as your Tacoma. Protect your bed from damage with this permanently bonded fixture. <ul style="list-style-type: none">• New, Toyota-exclusive softer material to keep items from sliding in the bed• Toyota quality standards assure uniform thickness and a consistent texture• Textured surface is designed to prevent cargo from sliding• No lost cargo space, minimal added weight• Proprietary application method helps create a straight and crisp edge• Fully warranted; repairs completed quickly and easily at a Toyota dealership.	PIO	\$575.00
Alloy Wheel Locks Precisely machined, weight- balanced alloy wheel locks help secure your wheels and tires against theft. <ul style="list-style-type: none">• Nickel chrome plating helps ensure superior corrosion protection and lasting shine• Special key tool and collar guide enable simple, five-minute installation• Resistant to lock-removal tools and secured by a single unique key.	PIO	\$80.00

Interior

- Fabric-trimmed seats; 6-way manually adjustable driver and front passenger seats with 2-way power-adjustable lumbar support on driver's seat only
- 60/40 split, folding rear seat with under- and behind-seat storage
- Manual day/night rearview mirror
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls
- Smart Key System on driver door with Push Button Start
- Dual USB-C ports with power delivery

Audio Multimedia

- 8-in. Toyota Audio Multimedia display with 6-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial. See toyota.com/connected-services for details. S

ToyotaCare

- 24-hour Roadside Assistance \$0 (No Cost)
- No cost maintenance \$0 (No Cost)

Safety & Convenience

- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- Backup Guide Monitor
- Electric Power Steering (EPS) and power-assisted rack-and-pinion with an Electronic Parking Brake (EPB)
- Lightweight "TACOMA" stamped tailgate
- Toyota Safety Sense™ 3.0 — Pre-Collision System with Pedestrian Detection, Proactive Driving Assist, Lane Departure Alert with Steering Assist, Automatic High Beams, Road Sign Assist, and Full-Speed Range Dynamic Radar Cruise Control

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of \$1,135 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra), \$1,350 for Entry SUV (Corolla Cross, Corolla Cross HV), \$1,395 for Small SUV (RAV4, RAV4 HV, RAV4 Plug-in Hybrid, bZ4X), \$1,450 for Mid SUV/Van (4Runner, Venza, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), \$1,495 for Small Pickup (Tacoma), \$1,945 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling.) The Delivery, Processing and Handling in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX may vary. The published prices do not apply to Puerto Rico and the U.S. Virgin Islands. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

Deal

Business Office



Stock #

Buyer

Home:
Email:
County:

Cell:

Trades

Deal Information

Deal Status:

PDI

Retail

Lease

Disclosure

List

41064.00

Rebate

AMO\$/Opt

Sale Date

04/24/25

Recap

Price

40064.00

APR

Insurance

Deliver

04/24/25

Summary

Down

Term

1

Days

Accessories

First Payment

04/24/25

Commissions

Trade

Tax

2910.80

Serv Cont

Lender

Cash Sale--Retail

Forms

Payoff

Tax Group

PLUMAS COUNTY

Fee\$/Lender

702.75

Discount

1000.00

Function

Payment/Options

43677.55

M

Other / Salespeople

Odometer

Permit#/Exp

Salesperson1

F&I Manager

Trade Desc

Salesperson2

Sales Manager

PDI

CG40064FI0WP40064

43677X55A000

Save

Exit

Cancel



**PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Clerk-Recorder and Tyler Technologies, Inc.; effective July 15, 2025; not to exceed \$242,123.00; (No General Fund Impact) Fund: 22411 - Recorder Modernization Fund; 20489 - Recorder Truncation Fund; Digital Equity grant funding; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Clerk-Recorder and Tyler Technologies, Inc.; effective July 15, 2025; not to exceed \$242,123.00; (No General Fund Impact) Fund: 22411 - Recorder Modernization Fund; 20489 - Recorder Truncation Fund; Digital Equity grant funding; approved as to form by County Counsel.

Background and Discussion:

This contract is for the purchase of a new recording system, which will provide more user friendly interface; better access for public; recorded document index online; and resource management, currently used through an end-of-life program known as On-Base.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Clerk-Recorder and Tyler Technologies, Inc.; effective July 15, 2025; not to exceed \$242,123.00; (No General Fund Impact) Fund: 22411 - Recorder Modernization Fund; 20489 - Recorder Truncation Fund; Digital Equity grant funding; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact, Fund 22411 - Recorder Modernization Fund; 20489 - Recorder Truncation Fund; Digital Equity grant funding.

Attachments:

1. Tyler Final - 2025

Services Agreement

This Services Agreement, which includes the Software as a Service Addendum and its exhibits attached hereto, (together the “Agreement”) is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Clerk-Recorder** (“County” or “Client”), and Tyler Technologies, Inc., a Delaware corporation (“Contractor” or “Tyler”).

The parties agree as follows:

1. The SaaS Addendum is attached hereto and incorporated by reference herein.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in the SaaS Addendum. For the initial term (the five-year period defined in Section 3 below) of the Agreement, the total amount paid by County to Contractor for the in-scope professional services listed in Exhibit A, the SaaS Fees for the SaaS Services listed in Exhibit A, and the third-party hardware and maintenance listed in Exhibit A, all as of the Effective Date of this Agreement, shall not exceed Two-Hundred Forty-Two Thousand One-Hundred Twenty-Three Dollars (\$242,123). Travel is invoiced separately in accordance with the Agreement and may exceed this amount. Additional Services will be provided only in accordance with Section C(3) of the Agreement (please see the SaaS Addendum).
3. Term. The initial term of this Agreement is five (5) years, commencing on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at Tyler’s then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. County’s right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
4. Termination. Either party may terminate this Agreement as set forth in Section E(2).
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, County may terminate this Agreement on thirty (30) days’ notice to Contractor. 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. Notwithstanding the foregoing, County will pay Contractor for all undisputed fees and expenses related to the software, products, and/or services County has received, or Contractor has incurred or delivered, prior to the effective date of termination. County will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. County agrees not to use termination for lack of appropriations as a substitute for termination for convenience. 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. Services Warranty and Legal Compliance.

- a. Services Warranty. Contractor will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to County.
- b. Compliance with Applicable Laws. Contractor agrees to comply with all applicable terms of state and federal laws and regulations. The quoted fees are based, in part, on the cost of compliance with applicable laws existing as of the Effective Date. Should laws applicable to Tyler's performance under the Agreement change, Tyler reserves the right to, for example, seek a change order for the additional work, time, or cost that may be required to comply with the new law or regulation. To the extent compliance requires a modification to the Tyler Software, Tyler will provide that modification according to the provisions set forth in the Agreement or as otherwise agreed to by the parties.

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. Purchase orders submitted by County, if any, are for County's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all third-party claims, demands, liability, judgments, awards, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), for (a) personal injury, death, or damage to tangible property, all to the extent caused by negligence or willful misconduct of Contractor or its officers, employees, agents, contractors, licensees or servants; or (b) Contractor's violation of law applicable to Contractor's performance under this Agreement. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim under this section 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. County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability coverage, with minimum per occurrence limit of one million dollars (\$1,000,000) and \$2,000,000 in the aggregate.
 - b. Automobile liability coverage (including non-owned automobiles), with a combined single limit of \$1,000,000.
 - c. Contractor's commercial general liability coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. For claims that are caused, in whole or in part, by Tyler as respects the Agreement, Tyler agrees to include the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. Tyler will provide County a blanket additional-insured endorsement to this effect.
 - ii. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - iii. For claims that are caused, in whole or in part, by Tyler as respects the Agreement, 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. Tyler will provide County a blanket primary-noncontributory endorsement to this effect; and
 - iv. For claims that are caused, in whole or in part, by Tyler as respects the Agreement, to the extent that Contractor carries any excess/umbrella 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 Contractor shall provide copies of any blanket endorsements necessary to effectuate this provision.
 - d. Workers Compensation insurance in accordance with California state law.
 - e. Professional liability insurance of \$1,000,000 on a claims-made basis.

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. Contractor will provide County with notice of cancellation or non-renewal, or reduction in insurance coverages below the minimum requirements set forth in the Agreement within thirty (30) days thereof unless replaced.

10. Reserved.
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. Neither party may assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the other party; provided, however, that County's consent is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets.
13. Non-discrimination. Contractor agrees not to discriminate against any employee or applicant in its employment practices or in the performance of its duties, responsibilities, and obligations 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. Contractor will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
14. Choice of Law. The laws of the State of California shall govern this agreement, without regard to that State's rules on conflicts of law.
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, whether express or implied, 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, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Clerk-Recorder
County of Plumas
520 Main Street, Room 102
Quincy, CA 95971
Attention: Marcy DeMartile, Plumas County Clerk-Recorder

Contractor:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

22. Reserved.
23. Contract Execution. Each individual executing this Agreement represents that he or she is fully authorized to execute and deliver this Agreement.
24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR

9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
26. Retention of Records; Audit. 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 no more than once per year on one week's advance written notice, and at Client's expense. Unless otherwise agreed, the location of the records will be the Tyler office servicing the Agreement. The audit will not include access to Tyler's personnel records, or conditions of employment.
27. Reserved.

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

CONTRACTOR:

Tyler Technologies, Inc., a Delaware corporation

By: _____
Name:
Title:
Date signed:

COUNTY:


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

By: _____
Name: Marcy DeMartile
Title: County Clerk-Recorder
Date signed:

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

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



SOFTWARE AS A SERVICE ADDENDUM

This Agreement, including this Software as a Service Addendum, is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 47164;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.

- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

- “we,” “us,” “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
 - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3. Data.
 - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
 - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
 - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
4. Restrictions.
 - 4.1. You may not:
 - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations;
 - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make

the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
6. SaaS Services.
- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems

to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Reserved.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable

efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Reserved.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations*. Please reference Section 5 at page 1 of the Agreement.

SECTION F – INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
 - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
 - 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
 - 2.1. Reserved.
 - 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION 3 AT PAGE 1, TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS**

AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION F(1) OF THIS SAAS ADDENDUM PORTION OF THE AGREEMENT AND SECTION 8 OF PAGE 2 OF THE AGREEMENT.

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
 - 2.1. ***Notice.*** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. ***Invoice Issues.***
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
 - 2.3. ***Dispute Resolution.*** You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in

mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
5. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
6. Binding Effect. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s).
7. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
8. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
9. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
10. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
11. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of

such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

12. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

13. Multiple Originals. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

14. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

15. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

16. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms [Reserved]
Exhibit E	Statement of Work



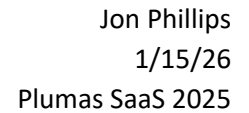
Exhibit A

Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[Sales quotation to be inserted prior to Agreement execution.]

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Professional Services

Description	Extended Price	Maintenance
Records Management		
Project Management		
Business Process Review		
Initial Software Installation		
Conversion		
UAT/Conversion Review		
Implementation		
Training		
Go Live		
Records Public Access Package		
eRecording		
Intelligent Redaction		
Fraud Notify		
California Clerk		
NTE Services - Service		
Filing Access Service		
Vitals Access Service		
eCertification Service		
<i>Total Hours</i>	<i>479</i>	
TOTAL	\$ 83,700	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Total Price	Total Maint.
Tyler One			
Payments Annual PCI Fee	2		\$ 360
Recording & Tax			
Payments Lane 7000 Terminal Purchase	2	\$ 1,058	\$ 0
TOTAL		1,058	\$ 360

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Recurring Annual Fees	\$ 29,032.00	\$ 30,466.00	\$ 31,972.00	\$ 33,551.00	\$ 35,211.00
Client Discount	\$ 2,867.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 26,165.00	\$ 30,466.00	\$ 31,972.00	\$ 33,551.00	\$ 35,211.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 25,805
Total Tyler Services	\$ 83,700	\$ 0
Total Third-Party Hardware, Software, Services	\$ 1,058	\$ 360
Summary Total	\$ 84,758	\$ 26,165
Contract Total	\$ 242,123	

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.



TYLER PAYMENTS:

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:
<https://www.tylertech.com/terms/payment-processing-agreement>

By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Fees for year one of any hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance (if applicable).

Payer Electronic Payment Costs If passing transaction costs to the payer	
<p><u>Payer Card Cost</u> – Service Fee – per card transaction with Visa, MasterCard, American Express, and Discover, for transactions.</p> <p>Applied to:</p> <ul style="list-style-type: none"> Online <ul style="list-style-type: none"> Records Public Access, Vitals Access, eCertification, Filings Access, In Person – Enterprise Records Management <p>*\$1.50 min does not apply to Vitals Access, Filings Access, and Recording Access transactions*</p>	<p>3.50%</p> <p>\$1.50 min</p>
Miscellaneous Costs	
<p><u>Technology Fee</u> – flat fee per document, payable to Tyler Technologies. Can be passed to submitter or absorbed by County.</p> <p>Applied to: Filings Access, Vitals Access, eCertification, and Recording Access transactions</p>	<p>Fee subject to module, refer to investment summary.</p>
<p><u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)</p>	<p>\$15.00</p>



Exhibit B

Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services (including training) are invoiced as delivered. Professional services fees for the services within the scope defined in the Investment Summary and further defined in the Statement of Work will not exceed a maximum as provided in Exhibit A. Additional Services will be provided only in accordance with Section C(3) of the Agreement.

2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.

2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be

billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.

3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.

3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.

3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

3. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. **Agreement Overview**

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software

unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D
Third-Party Terms

RESERVED.

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Exhibit E
Statement of Work

[Statement of Work to be inserted prior to Agreement execution.]

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____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS ____

Plumas County Clerk Recorder

SOW from Tyler Technologies, Inc.

3/2/2025

Presented to:
Marcy DeMartile
520 Main Street, Room 102
Quincy, California 95971

Contact:
Jon Phillips
Email: Jon.Phillips@TylerTech.com
1627 Cole Blvd #300, Lakewood, CO 80401

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the County (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the County and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County’s complexity and organizational needs.

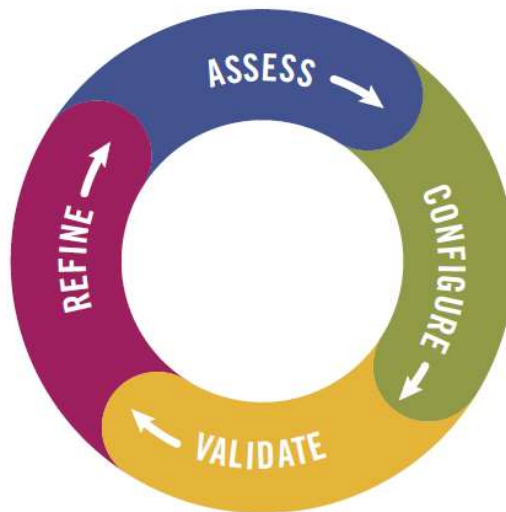
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the County and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the County and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the County's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

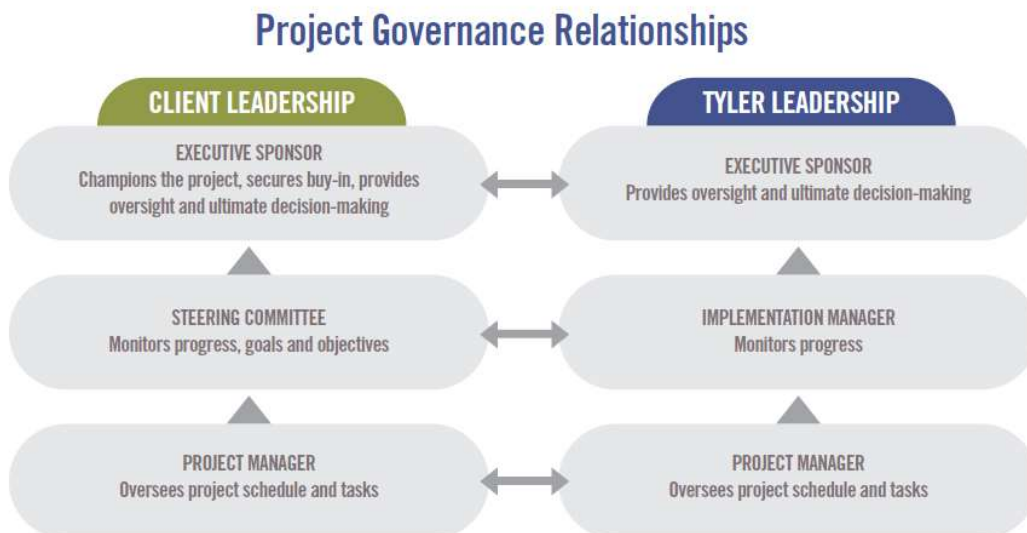
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the County collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County Steering Committee become the escalation points to triage responses prior to escalation to the County and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

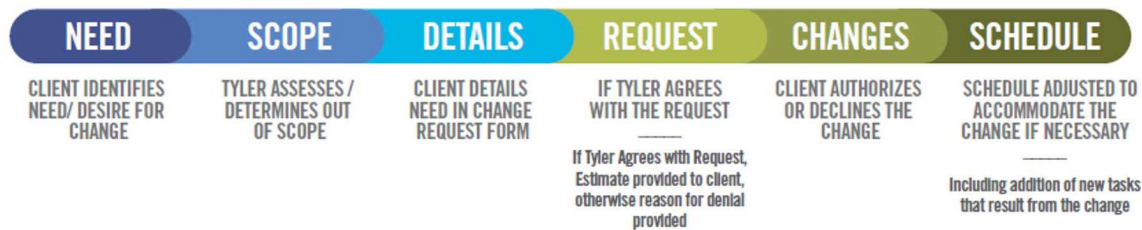
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the County; for example, the County may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the County, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The County will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the County). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each County office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the County will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining County feedback and approval on Project deliverables will be critical to the success of the Project. The County project manager will strive to gain deliverable and decision approvals from all authorized County representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each County department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the County does not agree the Deliverable or Control Point meets requirements, the County shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the County and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the County, but are roles defined within the Project. It is common for individual resources on both the Tyler and County project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the County's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the County's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with County management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the County, the Tyler Project Manager provides regular updates to the County Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the County project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the County project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the County any items that may impact the outcomes of the Project.
- Collaborates with the County 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the County 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the County and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the County through software validation process following configuration.
- Assists during Go-Live process and provides support until the County transitions to Client Services.
- Facilitates training sessions and discussions with the County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 County Roles & Responsibilities

County resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 County Executive Sponsor

The County executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the County steering committee, project manager(s), and functional leads to make critical business decisions for the County.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 County Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the County project manager and Project through participation in regular internal meetings. The County steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The County steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - County Policies
 - Needs of other client projects

5.2.3 County Project Manager

The County shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The County Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the County project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The County project manager(s) are responsible for reporting to the County steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the County project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all County resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the County project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of County resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 County Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the County business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the County staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 County End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 County Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for County third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the County's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 County Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with County and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 County Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the County.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the County with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the County gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County's team. During this step, Tyler will work with the County to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify County project team.

STAGE 1	Initial Coordination																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
County project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the County		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the County to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all County Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the County's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the County Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the County with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
		A	R						I		C	C	I				
	Schedule and conduct planning session(s)																

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	County provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- County has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The County is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the County's infrastructure meets Tyler's application requirements.
- Ensure the County's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the County Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the County team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement	
	SOW	
	Project Management Plan	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the County
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current County business processes. This information will be used to identify and define business processes utilized with Tyler software. The County collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on County team knowledge transfer such as: eLearning, documentation, or walkthroughs. The County team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the County for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The County and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The County will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the County's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	County current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- County attendees possess sufficient knowledge and authority to make future state decisions.
- The County is responsible for any documentation of current state business processes.
- The County can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.

- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	County Source data
	County Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	County Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the County representatives to identify business rules before writing the conversion.
- County subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the County against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The County can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							County									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on County Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on County Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The County collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the County Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete County configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C

Updates to Solution Validation testing plan			C	C							A	R		C			C
--	--	--	---	---	--	--	--	--	--	--	---	---	--	---	--	--	---

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The County is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the County users on how to execute processes in the system to prepare them for the validation of the software. The County collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the County understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (County Responsible)			I	C							A	R		C			

Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update County-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed County-specific process documentation (completed by County)	

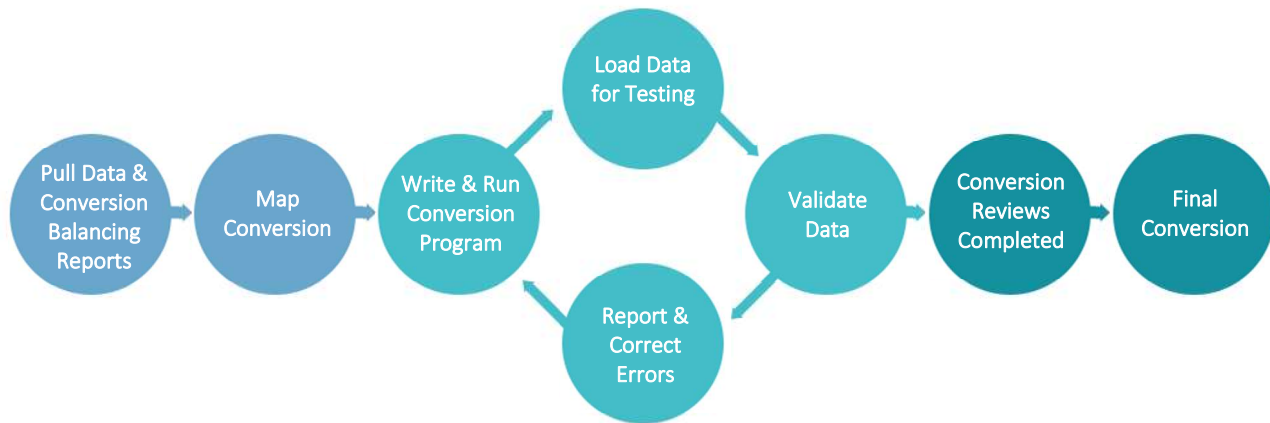
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the County's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the County will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the County to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The County will provide a single file layout per source system as identified in the investment summary.
- The County subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The County project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the County team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the County to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the County verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the County organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	County updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the County will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the County has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the County will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the County

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop County specific business process documentation. County-led training labs using

County specific business process documentation if created by the County can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The County is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (County-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	County signoff that training was delivered

Work package assumptions:

- The County project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the County as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of County departments.
- The County will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the County will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the County to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the County and Tyler will complete work assigned to prepare for Go-Live.

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the County manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the County during Go-Live activities. The County transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- County data available in Production environment.

STAGE 5	Go-Live	
	Tyler	County

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	County confirms data is available in production environment

Work package assumptions:

- The County will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The County business processes required for Go-Live are fully documented and tested.
- The County Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The County Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the County onto the Tyler Client Services team, who provides the County with assistance following Go-Live, officially transitioning the County to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the County teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer County to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								County							

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The County transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the County for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the County teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	County
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the County may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the County teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								County								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to County and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	County acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the County will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The County Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the County project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the County is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the County to make process changes.
- The County is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, County is responsible for managing Organizational Change. Impacted County resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted County resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- County resources will participate in scheduled activities as assigned in the Project Schedule.
- The County team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the County will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The County will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The County makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The County will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The County is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the County representatives to identify business rules before writing the conversion. The County must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The County will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The County Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The County is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The County will provide dedicated space for Tyler staff to work with County resources for both on-site and remote sessions. If Phases overlap, County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The County will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Records Conversion Specification

The proposed conversion includes converting data from a single database dump file into the Records Management application database. Data should be provided to Tyler as defined below. When providing data and images to Tyler also provide a data dictionary or mapping, including a key to associating images with a specific record in the database. Tyler will convert the data as closely as possible to how it appears in your current system, but Tyler will not normalize data.

When providing data and images to Tyler, include counts of each document type and a count of images.

The client will provide two sets or pulls of data and images to Tyler to be converted from their current system into Records Management. The first set is for a 'bulk' conversion, which is all records in your current system, through the date the extract of data from your legacy system is pulled. The second data set is called a 'gap' and contains the records from the last date you provided the bulk set to the last day of business processing/recording before Go Live, without any duplication or gaps records. In some cases, Tyler may require a complete pull of your entire system instead of a gap, if this approach is deemed more efficient it will be coordinated during the Initiate and Plan stage of the project. Each set of data and images is required to be provided in the same format each time the client provides data and images to Tyler.

9.1.1 Providing Data

The county is required to provide the data to Tyler in one of the following formats:

- A database dump file (*.dmp), accompanied by database definitions/mapping.
 - Microsoft SQL Server ®
 - Oracle ®
- A delimited ASCII text file(s), including file layouts and/or each text file should contain a header row
 - Pipe delimited
 - Tab delimited
 - All data for a specific record in the text file should be in a single line (i.e., No line feeds)

9.1.2 Images

Tyler Technologies requires images to be in the following format:

- group IV Compression
- TIFF format (tagged image file format) and compliant with the TIFF 6.0 specification as defined at <http://partners.adobe.com/public/developer/en/tiff/TIFF6.pdf>
- Up to 300 DPI for land and vital records, up to 600 DPI for plat images
- black and white
- Single-page TIFF images should be stored with a file extension in *.001 - *.0NN format, where page 1 is .001, page 2 is .002, etc. Multi-page TIFF images should be stored in TIFF extensions such as *.tif. In both cases the * represents the document number.
- Images must be oriented correctly (right side) up

- Total combined size of all image files associated with a document can't exceed 65 Mb

If any images do not comply with the specifications, a change order and additional charges may be required to modify and properly convert those images.

Tiff images are the only images supported for Records Management. Due to normal operating system limitations, a directory/folder with more than 10,000 images without subfolders may cause performance issues in the conversion as well as the application.

As a standard, converted images are stored on the file system.

The county is responsible for providing the definition for how the images are linked to the record as well as ensuring that the above image requirements are met. The images must be available on the file system; if they are currently stored in a database, the county is responsible for extracting them to the file system.

The images must be placed on a location that is accessible by the application server. For maximum conversion performance, it is strongly encouraged that this be on a drive of the application server rather than another server on the network.

9.1.3 Redactions

Data and images can be redacted in two different ways depending on how redactions have previously been stored.

Option 1 –

When redactions are stored as overlays and information such as page, x, y coordinates, length and height of the redaction are available, Tyler will convert the redaction as an overlay. This means that only one copy of the image is converted, the redaction can be edited/moved, and admins can see through the redaction while it shows as a red box to the public. This option is consistent with how redactions will be applied once live with Records Management. The client is responsible for providing the overlay information and how to access it; this overlay information must be stored in the same source data as the index data (i.e., in the database). The redaction information must be provided in an Oracle database, Access file, SQL Server database or text file. Providing redaction data as one file per image may incur additional charges.

Option 2 –

When redaction information as described above is not available but instead two copies of the image are stored, one with the redaction and one without, both would be converted. The redacted image would be converted as the primary attachment for the public to view. The unredacted image would be converted as the secondary attachment, which only Administrators can view. The redactions in this case would not be editable. With this option, the client is responsible for providing the redacted as well as the unredacted copy of the image and knowledge of how both would link to the index data.

Data layout for Option 1 – this is appended as a field within the same pipe file as the index data. The redaction information below needs to be on the same line as the rest of the index data for the document._

The redactions are imported at the same time as the index and images.

Redactions for multi-title documents must be identical for all records that are part of the multi-title document.

9.1.4 Annotations

9.1.4.1 Annotation Conversion – Text and Image Stamps

To convert annotations, the following information must be provided in an Oracle database, Access file, SQL Server database or text file. When provided, Tyler will import this with the file before the final conversion. Annotations can only be converted at the time the data and images are converted, not at a later point in time. This data is included in the same file as the index data, so each line corresponds with the correct document id. The annotation data must be provided within the same database the index data is in or within nonproprietary text file(s), providing annotation data as one file per image may incur additional charges.

- Image annotations only support certain types of images - .png, .gif
- An annotation can either have text or an image, not both
- Stamp rotation is not supported, the image will convert with the orientation shown when opened on the file system
- Annotations for multi-title documents must be identical for all of the records that are part of the multi-title document.

All data and images received will be deleted from Tyler systems 90 days after Go Live. It is recommended that each client retain the source data locally and in a secure location.

The following tables show the available fields in the Records Management database; your source data and configuration will determine which specific fields will be converted and used; actual field names in the application may have different labels. Other document types may be allowed and will be reviewed on a case by case basis.

LAND RECORDS

Document Number	Lien Address
Book/Page/Volume or Book/Page	Transfer Tax State
Recording Date	Transfer Tax County
Total Fees	Number of Pages
Recording Fee	Flattened Stamp Date
Transfer Tax	Flattened Stamp Pages
Tax Rate Area	Verification Date
PCOR Pages	Verification User
Document Date	Modify By
Return Address	Modify Date
Requested By	Legal
Grantor	Situs
Grantee	Legal Remarks
Parcel Number	Submitter
Related Data	Location
Grantor Address	Housing State
Grantee Address	Housing Multi State
Treasurer Receipt	Housing Multi County
Affidavit	Housing County
Excise Number	Index Error Notes
Received Date	Notes

Exempt Both	Notes Internal
Exempt State	Legal Survey
Failed Reason	Company ID
Submit Date	Order Number
Tracking Number	Vendor ID
Vendor	Consideration/Loan Amount/Sales Price
Scan Date	Mortgage Tax
Scan Modification Date	Compliance Date
Scan Page County	Documentary Fee
Lien Name	Previous Date

BIRTH CERTIFICATES

Document Number	Name
Recording Date	Parent1 Name
Book/Volume/Page or Book/Page	Parent2 Name
Gender	Death Date
Deceased	Amendment Date
Amendment	Amendment Comment
Notes	Place of Birth
Notes Internal	Related Data
Birth Date	Do Not Issue
Number of Pages	

DEATH CERTIFICATES

Document Number	Parent1 Name
Recording Date	Parent2 Name
Book/Volume/Page or Book/Page	Amendment Date
Name of Deceased	Amendment Comment
Gender	Place of Death
Amendment	Location
Notes	Return To
Internal Notes	Return Address
Related Data	Cause of Death
Number of Pages	Race
Date of Death	Funeral Home
Date of Birth	

MILITARY DISCHARGE

Document Number	Return Address
Recording Date	Requested By
Book/Volume/Page or Book/Page	Grantor (Veteran)
Document Date	Grantee (Military Branch)

Return To	Discharge Date
-----------	----------------

CONCEALED WEAPON

Document Number	Weight
Recording Date	Height
Book/Volume/Page or Book/Page	Eye Color
Issue Number	Hair Color
Fingerprint Date	Place of Birth
Issue Date	Country
Application Date	SSN
PASP Status	Address
Name	Mailing Address
Alias	County
Date of Birth	Phone Number
Gender	Email
Race	

NOTARY

Document Number	Phone Number
Recording Date	Status
Book/Volume/Page or Book/Page	Expiration Date
Document Date	ID Type
Name	ID Number
Bond Number/Commission Number	Signature
Bond Date/Commission Date	Business Name
Document Date	

MARRIAGE CERTIFICATE

Document Number	Marriage City
Book/Volume/Page or Book/Page	Return Date
Recording Date	Phone Number
Application Date	Notes
Marriage Date	Notes Internal
Marriage County	Related Data
Married By/Officiant	Party 1 Last Name at Birth
Married By/Officiant Address	Party 2 Last Name at Birth
Party 1 Name	Number of Pages
Party 1 Date of Birth	Party 1 Designation
Party 1 Gender	Party 2 Designation
Party 1 Age	Waiver
Party 1 New Last Name	Return Address
Party 1 Number of this marriage	Party 1 Phone Number

Party 1 Previous Marriage	Party 2 Phone Number
Party 1 Marriage End Date	Party 1 Email
Party 2 Name	Party 2 Email
Party 2 Date of Birth	Party 1 Address
Party 2 Gender	Party 2 Address
Party 2 Age	Party 1 ID Type
Party 2 New Last Name	Party 2 ID Type
Party 2 Number of this marriage	Party 1 ID Number
Party 2 Previous Marriage	Party 2 ID Number
Party 2 Marriage End Date	Expiration Date
Marriage State	

FICTITIOUS BUSINESS NAMES/ASSUMED NAMES

Document Number	Withdrawal Date
Recording Date	Withdrawal Publication Date
Book/Volume/Page or Book/Page	Registrant Status
Total Fees	Type
Filing Type	Business Transacted
FBN Publication	Business Transacted Date
Publication Date	Source
Expiration date	ID Check
Related Data	Executed By
Business Name	LLC Title
Registrant Name	Signature
Grantee Address	Notes
Registrant Type	Notes Internal
State of Incorporation	Number of Pages
Registrant Phone Number	



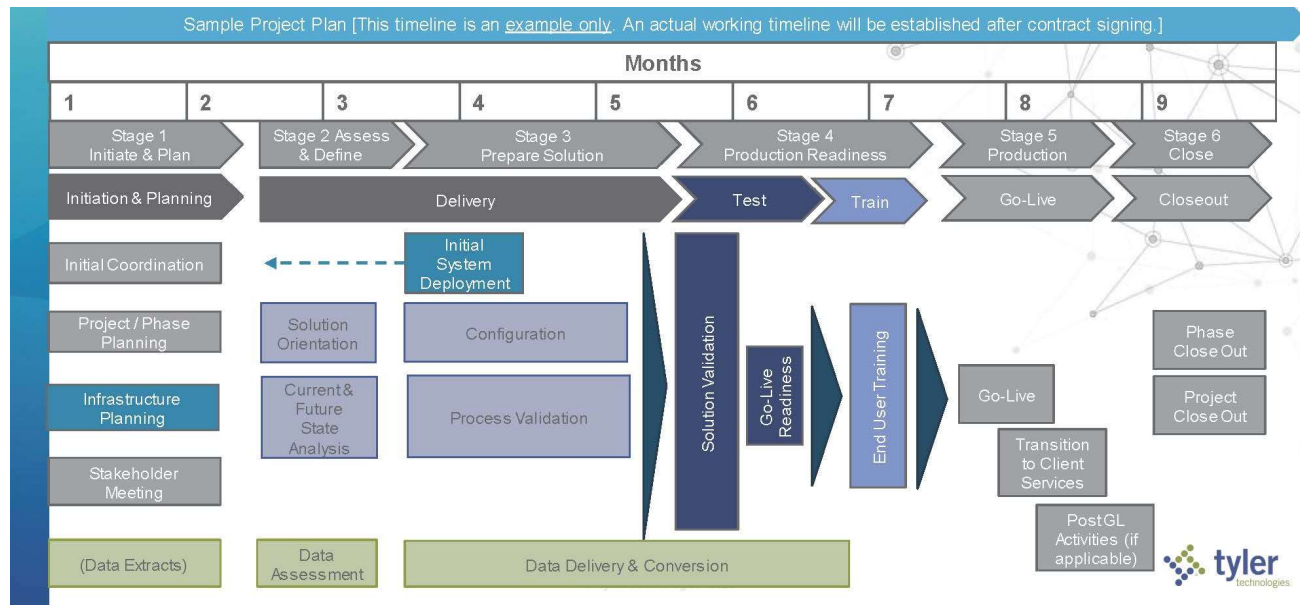
10. Additional Appendices

10.1 This work package is not applicable.



11. Project Timeline

11.1 Sample Enterprise Records Management Timeline





**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, County Counsel

MEETING DATE: July 15, 2025

SUBJECT: 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 July 15, 2025; (General Fund Impact) positive impact of \$11,625.00; approved as to form by County Counsel; discussion and possible action.

Recommendation:

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 July 15, 2025; (General Fund Impact) positive impact of \$11,625.00; 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.

The information below highlights the key terms relating to the proposed Easement:

1. Property: 115 Ann Street, Greenville, California 95947 with Plumas County APN: 110-110-010, 017 & 120 Bidwell Street, Greenville, CA 95947 with Plumas County APN: 110-062-008
2. Type of Instrument: Easement Deed LD #2126-09-10094
3. Total Easement Area: 3,690 +/- sq. ft.
4. Compensation: \$11,625 (Eight Thousand Two Hundred Fifty Dollars)

Action:

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 July 15, 2025; (General Fund Impact) positive impact of \$11,625.00; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(General Fund Impact) positive impact of \$11,625.00

Attachments:

1. PG & E grant deed
2. 115 Ann 120 Bidwell_TSL_CoP

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

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

By _____

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.

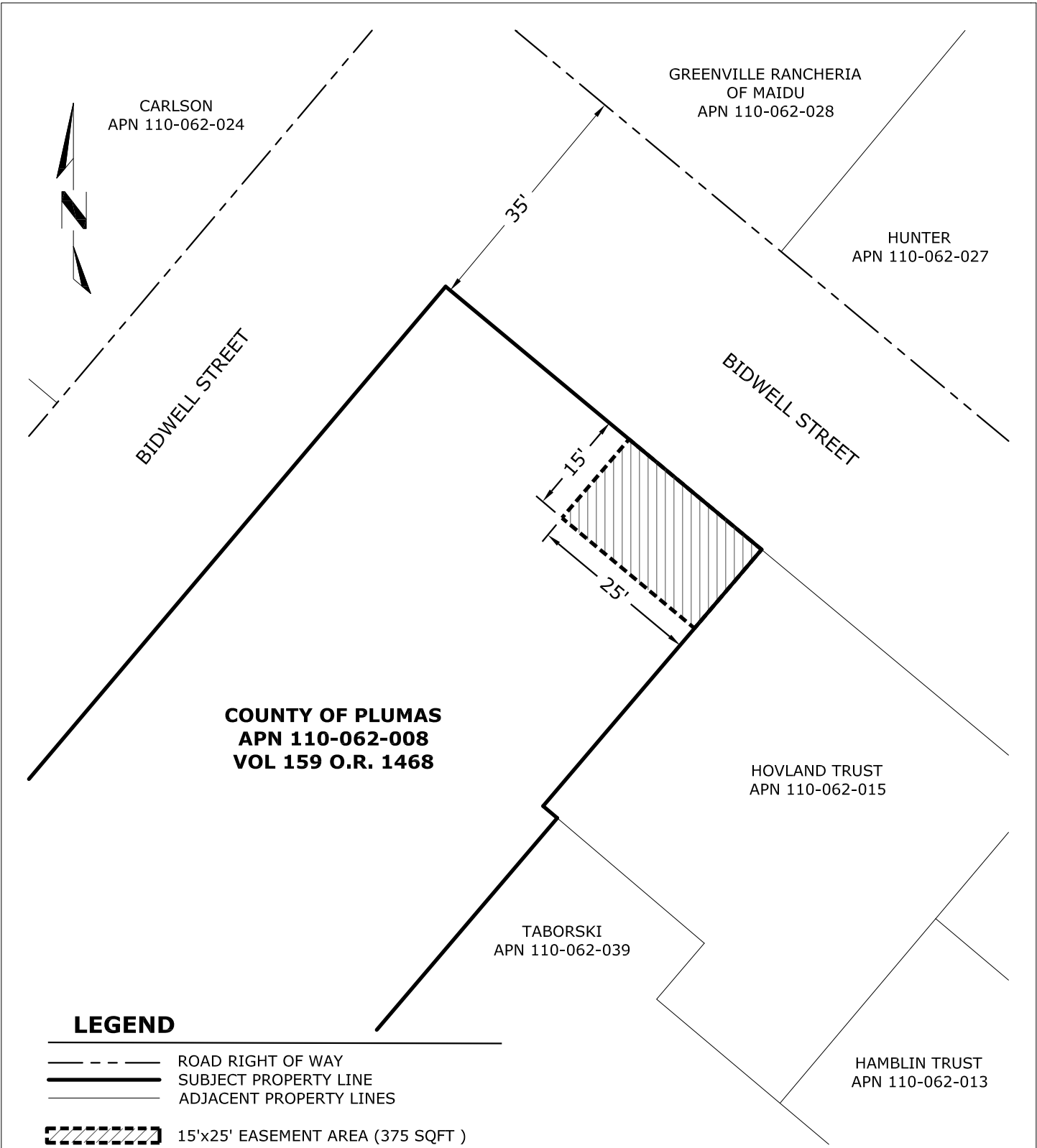
WITNESS my hand and official seal.

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

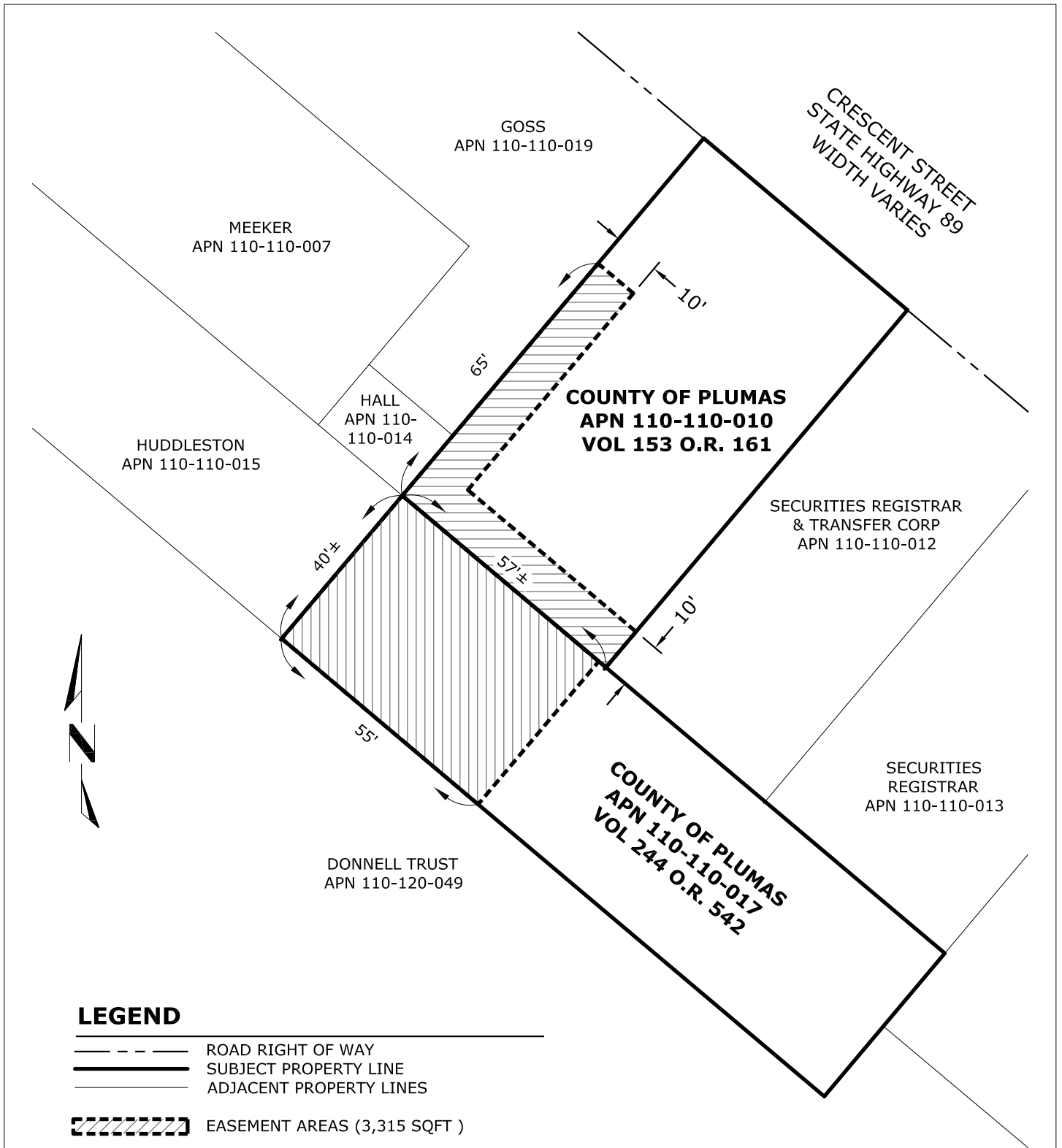
- ROAD RIGHT OF WAY
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINES

 15'x25' EASEMENT AREA (375 SQFT)

PROPERTY LINES ARE APPROXIMATE AND FOR REFERENCE PURPOSES ONLY.
UNLESS OTHERWISE SHOWN, ALL COURSES EXTEND TO OR ALONG BOUNDARIES OR LINES.

SHEET 1 OF 2
EXHIBIT "A"

PG&E - PLUCODIXIE-COMMERCIAL-Z2 GREENVILLE					SCALE 1" = 20'	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, 2 RS 108			PG&E	NORTH VALLEY DIVISION	35378609 L-26-09-03 DRAWING NO.



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 L-26-09-03 AUTHORIZE DRAWING NO.



850 Stillwater Road
West Sacramento, CA 95605

July 7, 2025

County of Plumas
Attention: Joshua Brechel, County Council for County of Plumas
520 Main Street
Quincy, CA 95971

Re: Pacific Gas and Electric Company – Dixie Fire Rebuild Program
Your property located at 115 Ann Street and 110-110-017 & 120 Bidwell Street, Greenville, California 95947
Plumas County Assessor's Parcel Number: 110-110-010, 110-110-017, 110-062-008 (Property)

Dear Mr. Brechel:

Pacific Gas and Electric Company (PG&E) is committed to rebuilding its electric and gas distribution infrastructure to serve the areas affected by the Dixie Fire. Under PG&E's Dixie Fire Rebuild Program, the Dixie Fire Rebuild-Greenville Zone 2 Commercial Project will include installation of electric facilities to distribute underground electric service to properties in the footprint of the Dixie Fire.

To facilitate the construction of this critical infrastructure, PG&E is proposing to acquire permanent easement interests (Easement) over portions of the Property for installation and use of distribution facilities. Please reference the attached Easement Deeds and corresponding exhibits for complete Easement details.

The information below highlights the key terms relating to the proposed Easement:

1. Property: 115 Ann Street, Greenville, California 95947 with Plumas County APN: 110-110-010, 017 & 120 Bidwell Street, Greenville, CA 95947 with Plumas County APN: 110-062-008
2. Type of Instrument: Easement Deed LD #2126-09-10094
3. Total Easement Area: 3,690 +/- sq. ft.
4. Compensation: \$11,625 (Eleven Thousand Six Hundred Twenty-Five Dollars)

A copy of the Easement Deed is enclosed for your consideration and signature. Please **sign and notarize** the Easement Deed, complete and sign the W-9 form, and return to Interwest Consulting Group using the enclosed self-addressed envelope. PG&E will issue payment within 45 - 60 days of receiving the executed and notarized Easement Deed and completed W-9 form. A copy of the recorded Easement Deed will also be returned to you when it is available.

PG&E has contracted with Interwest Consulting Group to help coordinate this effort. **Jeremy Miller** will assist with any questions or concerns you may have. **Jeremy** can also help arrange an on-site meeting with PG&E and coordinate with a mobile notary to meet with you, if needed. Please feel free to contact **Jeremy** at **(949)299-5309** or via email at **jmiller@interwestgrp.com**.

Sincerely,

Jeff Aldal
Principal Right of Way Agent

Enclosures: Easement Document (LD#2126-09-10094), W-9



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Che Shannon, Management Analyst II
MEETING DATE: July 15, 2025
SUBJECT: Presentation: Receive a presentation from Behavioral Health Director Sharon Sousa, LMFT, regarding the Behavioral Health Department

Recommendation:

Presentation: Receive a presentation from Behavioral Health Director Sharon Sousa, LMFT, regarding the Behavioral Health Department

Background and Discussion:

Presentation: Receive a presentation from Behavioral Health Director Sharon Sousa, LMFT, regarding the Behavioral Health Department

Action:

Presentation: Receive a presentation from Behavioral Health Director Sharon Sousa, LMFT, regarding the Behavioral Health Department

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. Item 1.A.



Welcome To Plumas county Behavioral Health

Who We Are as a Service

We are an Insurance Network as well as a direct provider group within that network. (Think Anthem or OE3)

Responsible for providing SMHS and SUDS services to the Medi-CAL beneficiaries of Plumas County either directly or through contracts.

NACT requirements require a service location be available within 90 minutes or 60 miles for every resident of Plumas County; with 24/7 access to services and information about how to access services.

We are considered a Small/Rural Frontier County with a population size of less than 20,000 people.

Of those 18,955 people 6,340 or 33% of are Medi-CAL eligible, which ranks us at 38% in statewide averages for Medi-CAL populations per county. (CALMHSA data Dec 2023)



The background features a light beige base with abstract elements. In the top right, there are two overlapping circles, one olive green and one terracotta, with faint leaf patterns. In the bottom right, there are faint, light green leaf patterns.

Mission Statement

OUR MISSION IS TO PROVIDE RESPECTFUL, **CULTURALLY SENSITIVE**, AND **STRENGTH-BASED** BEHAVIORAL HEALTH SERVICES THAT PROMOTE WELLNESS, SELF-SUFFICIENCY, AND RECOVERY FROM MENTAL ILLNESS AND/OR ADDICTION

What is Specialty Mental Health

Specialty Mental Health Services are specialized mental health services for individuals with **severe** mental health conditions.

Examples of severe mental health diagnoses, often referred to as Serious Mental Illness (SMI), include schizophrenia, bipolar disorder, major depression with psychotic features, and severe anxiety disorders.

The step below a psychiatric/inpatient facility or hospital.



Examples of behaviors associated with severe mental health diagnoses:

Schizophrenic behavior can manifest as hallucinations (seeing or hearing things that aren't real), delusions (firmly held beliefs despite evidence to the contrary), disorganized thinking and speech, and unusual or catatonic behavior

Bipolar disorder is characterized by extreme mood swings between manic and depressive episodes.

People with bipolar disorder often experience periods of extremely "up," elated, irritable, or energized behavior (known as manic episodes) and very "down," sad, indifferent, or hopeless periods. Can result in risky or self harming behavior.

Major Depressive Disorder (MDD) can manifest in various behaviors, including persistent sadness, loss of interest in activities, changes in appetite/sleep, fatigue, difficulty concentrating, and even thoughts of death or suicide.

Major Depressive Disorder (MDD) with psychotic features involves a severe depressive episode alongside psychotic symptoms like hallucinations (hearing or seeing things that aren't there) and delusions (false beliefs).

*Not an extensive or complete list of severe mental health diagnoses or conditions

Services available for Medi-CAL Beneficiaries:

- 24/7 Access and Crisis Line
- Mental Health Services- Individual therapy, Assessment, rehab, treatment planning.
- Medication Services- prescribing, educating on, administering, dispensing, and monitoring of psychiatric medicines
- Targeted Case Management- Linkage to medical, educational, social, prevocational, vocational, rehabilitative, or other community services, Plan development, Coordination, monitoring service delivery, monitoring outcomes/progress.
- Crisis Intervention
- Adult Residential Treatment Services
- Psychiatric Inpatient Hospital services
- Psychiatric Health Facility services
- Therapeutic Behavioral Services
- Intensive Care Coordination
- Intensive Home-Based Services
- Therapeutic Foster Care- *Request for Proposal Out
- Justice Involved Reentry
- Medi-CAL Peer Support
- Mobile Crisis Services
- Collateral/Care giver Support

Crisis and Stabilization Services available to all regardless of insurance or ability to pay.

SMHS Calendar Year 2024

Request For Services:	517
Number Screened In	200 (64%)
Number Screen out	114
Number Unduplicated Served	679
Number of Services provided	10801
Number stepped down/Transitioned out	0

SMHS Crisis Services Calendar Year 2024

Crisis Interventions	517
5150 evaluations	68
Psychiatric Hospital Placements	127

PCBH Substance Use Services

- PCBH provides a range of substance use treatment and recovery support services for Plumas County Medi-Cal beneficiaries and low-income uninsured community members.
- This includes treatment for youth.
- This includes preference to admissions into treatment facilities for any pregnant woman.
- This includes supporting/funding prevention services through other community resources.

Services available for Drug Medi-CAL Beneficiaries:

- 24/7 Access and Crisis Line
- Outpatient treatment: Including group and individual counseling
- Case Management
- Residential Treatment
- Recovery Residence
- Opioid Treatment (OTP)/ Medication assisted treatment (MAT)
- Perinatal focused services for pregnant and parenting individuals
- Youth Treatment Services: Including group and individual counseling.

Substance Use Services Calendar Year 2024

Request For Services:	79
Did not meet medical necessity/didn't complete Access	55
Met Medical Necessity	24
Number Unduplicated Served	116
Number of Services provided	1412
Successfully Completed Discharges/transition of care	19
Number of Residential Placements	3

What we're doing good

- We are above state averages for Access to Services and Timeliness to Access. We achieve our 80% goal of timeliness to access.*
- Lower than average overdoes rates.*
- Hard Working Staff- we all wear many hats and provide services all over the county, including jail services.
- Higher favorable scores in annual Client Satisfaction Survey activities.
- Low Grievances/Appeals/State Fair Hearing rates.

*CALMHSA December 2023 report

Where we need to focus as a County

- Low high school graduation rates and high numbers of poor mental health days.
- High unemployment rates.
- Higher than average homeless rates.
- Higher than average number of children in foster care
- Lower than average utilization for mild/moderate MCP services

Work Plan Goals

- 50% Staff productivity goals for clinical staff (40% billable services)- 60% is set by the state
- 80% of SUD clients will receive an ASAM within 30 days of treatment.
- Increase Follow up to Mental Health Services from an Emergency Room Visit
- Increase Peer delivered services
- Demonstrate outcomes or transitions out of SMHS to MCP
- Resolve outstanding EHR notifications that are older than 30 days.

What we need more of

- Behavioral Health Therapist; currently, we only have 3.25 for the whole county, when we should have 10 therapists. This makes it very difficult to do the things we need to do for the community, and we are out of compliance with some state mandates, due to the limited staffing”.
- Adjunct Services- Groups, rehab, peer support, and collateral support services

Peer Support Providers

Must be:

18 years of age or older.

Self-identify as having lived experience with the process of recovery from mental illness, substance use disorder or both.

Can either be a consumer of behavioral health treatment services or a parent or family member of a consumer of behavioral health services.

Willing to complete a DHCS approved Peer Support Specialist training and certification process.

Role:

Serves as part of the treatment team.

Offers invaluable perspective on the most effective service to best support an individual's recovery.

Offers support and therapeutic services based on shared understanding, respect, and mutual empowerment between people in similar situations.

Understand, support and partner alongside persons in care or the significant support persons during their recovery journey.

Provide unique prevention, early intervention, treatment, and recovery services.

Works with care givers and natural supports



Mission Statement

OUR MISSION IS TO PROVIDE RESPECTFUL, **CULTURALLY SENSITIVE**, AND **STRENGTH-BASED** BEHAVIORAL HEALTH SERVICES THAT PROMOTE WELLNESS, SELF-SUFFICIENCY, AND RECOVERY FROM MENTAL ILLNESS AND/OR ADDICTION



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: July 15, 2025

SUBJECT: Approve and authorize Plumas County Behavioral Health to pay Plumas County Office of Education \$59,604.40 invoice from fiscal year 2023/24. PCOE had staffing issues and the invoice was not sent to our office for payment; (No General Fund Impact) Mental Health Services Act - Prevention and Early Intervention funds; discussion and possible action.

Recommendation:

Approve and authorize Plumas County Behavioral Health to pay Plumas County Office of Education \$59,604.40 invoice from fiscal year 2023/24. PCOE had staffing issues and the invoice was not sent to our office for payment; (No General Fund Impact) Mental Health Services Act - Prevention and Early Intervention funds; discussion and possible action.

Background and Discussion:

Plumas County Office of Education had staffing issues. The invoice was not sent to our department until recently, when it was discovered that it had not been paid.

Action:

Approve and authorize Plumas County Behavioral Health to pay Plumas County Office of Education a \$59,604.40 invoice from fiscal year 2023/24. PCOE had staffing issues and the invoice was not sent to our office for payment; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act - Prevention and Early Intervention funds

Attachments:

1. PUSD 23 24 4th Qtr

Plumas Unified School District

Accounting Department
50 Church Street
Quincy, CA 95971
(530)283-6500 x5226 FAX (530)238-6530

Direct any questions to Casey Harding in the Accounting Department at (530)283-6500 x5226

CUSTOMER INVOICE

Contact Che Shannon

Behavioral Health
County of Plumas
270 County Hospital Rd Ste 109
Quincy, CA 95971

MHSA PUSD QRT 4 04/01/2024-6/30/2024

Invoice # **DIN25-00002**

Invoice Date 10/08/2024

Due Date 11/07/2024

Customer # 000052

Contract/Reference #

Description	Qty	Unit	Unit Price	Amount
Student Service Coordinators Salary & Benefits	1.00	0	59,604.40	59,604.40
Non-Taxable Total			59,604.40	
BALANCE DUE			\$59,604.40	

District Account Number

12- 01- 9512- 0000- 0000- 001- 8699- 0

2025

Account Amount

59,604.40

Please make checks payable to: **Plumas Unified School District/Accounting Department**

Mail to:

**Plumas Unified School District
Accounting Department
50 Church Street
Quincy, CA 95971**

Invoice #

DIN25-00002

Amount Due

\$59,604.40

Customer #

000052

BUSINESS



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Kyle Hardee, Administrative Services Officer
MEETING DATE: July 15, 2025
SUBJECT: Approve and authorize supplemental budget transfer(s) of (\$370,000.00) from Mental Health Acct 70570 (10100 Cash-Balance) to (Professional Services #521900) to cover the over-budget costs; approved by Auditor/Controller. Four/Fifths roll call vote

Recommendation:

Approve and authorize supplemental budget transfer(s) of (\$370,000.00) from Mental Health Acct 70570 (10100 Cash-Balance) to (Professional Services #521900) to cover the over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

The Department received unanticipated invoices in the last month of the 24/25 Fiscal Year, exceeding the remaining budget amount in the account.

Action:

Approve and authorize supplemental budget transfer(s) of (\$370,000.00) from Mental Health Acct 70570 (10100 Cash-Balance) to (Professional Services #521900) to cover the over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) State Funds

Attachments:

None



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Tracey Ferguson, Director of Planning
MEETING DATE: July 15, 2025
SUBJECT: 11:00 AM. RE-NOTICED PUBLIC HEARING. Introduce and waive the first reading of an **ORDINANCE**, Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance, approved as to form by County Counsel; discussion and possible action; Roll call vote.

Recommendation:

1. Receive Planning Commission Resolution Number P.C. 2025-01 and staff report on the proposed Zone Change; and
2. Introduce and waive the first reading of the Zoning Ordinance; and
3. Open the public hearing and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on August 5, 2025, for consideration of adoption of the proposed Zone Change by Board of Supervisors Resolution and Zoning Ordinance.

Background and Discussion:

SEE ATTACHED STAFF REPORT

Action:

1. Receive Planning Commission Resolution Number P.C. 2025-01 and staff report on the proposed Zone Change; and
2. Introduce and waive the first reading of the Zoning Ordinance; and
3. Open the public hearing and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on August 5, 2025, for consideration of adoption of the proposed Zone Change by Board of Supervisors Resolution and Zoning Ordinance.

Fiscal Impact:

Planning Department Fee Schedule: \$1,325.00 paid by applicant for Zone Change application fees.

Attachments:

1. Staff Report_ Staniger_BOS_7.15.25



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors
FROM: Tracey Ferguson, AICP, Planning Director
MEETING DATE: July 15, 2025
SUBJECT: 11:00 AM. RE-NOTICED PUBLIC HEARING. Introduce and waive the first reading of an ORDINANCE, Staniger Zone Change (ZC 9-23/24-01) Zoning Ordinance, approved as to form by County Counsel

**PROPERTY OWNER/
APPLICANT** Jason and Nicole Staniger, property owner/applicant

PROJECT LOCATION: 7398 Highway 147, Lake Almanor, unincorporated Plumas County, California;
Assessor Parcel Number (APN) 106-010-004-000;
Township 28 North/Range 8 East/Section 21, MDM
Supervisory District 3

PROPOSED PROJECT HISTORY:

No decision was made on the proposed project at the April 8, 2025, Board of Supervisors public hearing, rather, a split motion (Yes = 4 No = 1) was approved to "Bring this item back on May 6, 2025, in order for Mrs. Staniger and Tracey Ferguson to have a meeting to discuss a barrier [increased buffer] or reduction in acreage."

On May 1, 2025, Tracey Ferguson, Planning Director met with Nicole Staniger, owner/applicant, at the subject parcel to walk the 9 acres proposed for "F" combining zone in context of the April 8, 2025, Board's motion to discuss a possible increase in the 150-foot buffer along the western property line. Subsequent to the site visit, no areas of the 9-acres were directed by Nicole Staniger for removal.

At the May 6, 2025, Board of Supervisors meeting, the Board and public received an update on Staniger Zone Change and information pertaining to Government Code Section 65854, effective January 1, 2025, under Assembly Bill 2904 (2024) that requires local agencies give at least 20 days notice before a planning commission holds a public hearing on an ordinance affecting the permitted uses of real property.

The Staniger Zone Change Planning Commission public hearing of March 20, 2025, was given 10 days' public notice; and therefore, to remedy the noticing requirements, the Staniger Zone Change was re-noticed on May 15, 2025, and returned to the Planning Commission on June 5, 2025.

NEW INFORMATION SINCE THE BOARD OF SUPERVISORS MAY 6, 2025 MEETING:

June 5, 2025 Planning Commission Public Hearing

On June 5, 2025, the Planning Commission held a properly re-noticed public hearing and received a staff report from the Planning Department for the proposed project; adding approximately 9.0 acres of the Farm Animal Combining Zone ("F") to the approximately 16.93-acre Suburban ("S-1") parcel zoning allowing no more than eighteen (18) hooved livestock, including two (2) of those animals being allowed with their young (one year old

or less), heard public comment, discussed the proposed Zone Change, but did not take action on the proposed project under Planning Commission Resolution Number P.C. 2025-01, rather, the Planning Commission made a unanimous motion to continue the public hearing to the next meeting of the Planning Commission to allow for additional conversations between Planning staff, the owner/applicant, and neighbors in pursuit of a compromise with possible revision to Exhibit "A" map to Planning Commission Resolution Number P.C. 2025-01.

Public comments, during the June 5, 2025, public hearing, were as follows:

- Jill Theriault opposed the zone change citing concerns of proximity to farm animals, smell, perceived conflicting language between the applicant's application and verbal communication of intent.
- Cindy Mansell opposed the zone change citing concerns of unpredicted proximity to a farm and lack of perimeter fencing. She stated Staniger proposed the idea of selling the property to a developer. She stated Staniger offered to sell the property to Mansell for 2.5 times the original purchase price. She expressed concerns over rezoning the property when the current owner may be ready to sell.
- Staniger addressed the previous comments, stating that there was no consideration of free-range animals. She stated the original application listed 4-H as one of many possible considerations for her family. Ferguson asked Staniger to clarify if the property was presently for sale or if an offer of sale had been made to the neighbors. Staniger responded that the stress of the process led to her suggesting the "most vocal" neighbors purchase the property at a price recommended by a realtor.
- Chief Code Enforcement Officer Jennifer Langston inquired as to whether any structures have been built, or if grading has been done on the property. Ferguson replied no structures have yet been built. Staniger stated the CAL FIRE Emergency Timber Operations Fuel Hazard Reduction Project required three landing zones. She stated these zones were established with consideration for where Staniger planned to build structures.
- Curt Theriault opposes the zone change citing concerns of increased predation and the slope of the lot causing waterflow and erosion to carry onto his property. He stated he believed Staniger's intention is to house animals on the north end of the property, but expressed worry over future use if the property was sold.
- Lena North opposed the zone change citing concerns of spot zoning creating inconsistency in the area and conflicting land use.
- John Mansell opposed the zone change citing concerns of suitability for farm animals, presence of open-range farming, and negative impact of surrounding neighbors "for the benefit of one."
- Bruce North opposed the zone change citing concerns of inappropriate slope for livestock, water runoff and erosion depositing contaminants onto neighboring properties, and compliance with County code regarding animal waste cleanup.
- Sue Wickman opposed the zone change citing concerns of conflict with intended land use per the General Plan, and the lack of an Environmental Impact Report.
- Bill Wickman opposed the zone change citing concerns over the appropriateness of the area for animal agriculture, social and economic change due to the presence of livestock near adjacent properties, erosion of sensitive soils, and water runoff and erosion depositing contaminants onto neighboring properties. He stated he attempted to compromise with Staniger following the Board of Supervisors' direction. He stated Staniger declined to enter into a legal agreement barring animals from the southern portion of the Staniger property. He cited concerns of future owners placing animals on the southern half of the property should Staniger choose to sell.
- Staniger stated decreasing the acreage would result in increased animal density and negatively impact the land. She stated her intent is to implement rotational pasture grazing, but did not plan to build a

perimeter fence. She stated she wished to introduce rotational hog grazing on the southern half of the property to mitigate the damage done by the logging company and “heal the land.” She stated animals would not be kept on the southern half of the parcel. She claimed increasing the buffer would not satisfy the concerns of other parties, claiming a “conflict of desire” between neighbors. She claimed her consultation with a realtor resulted in no predicted property value reduction.

- Bill Wickman expressed concern that the southern portion of the land is now “highly disturbed,” and claimed erosion would be a greater issue for neighboring properties. He recommended reducing the Farming zone overlay to exclude the southern portion of the property.
- Ferguson reiterated the proposal in front of the Commissioners is for a nine-acre Farm Animal (F) combining zone.
- Staniger and Wickman discussed the feasibility of compromising by reducing the acreage to exclude the southern portion of the overlay.

Planning Commissioner comments, during the June 5, 2025 public hearing, were as follows:

- Commissioner West (District 5) asked if CAL FIRE returned and signed off on the skid trails and water bars. Staniger replied they had been inspected three times and approved by CAL FIRE. Further, West asked for clarification regarding fencing. Staniger reported that hotwire would be installed for the grazing area as well as secondary fencing.
- Commissioner Lewis (District 4) emphasized that a zone change is not conditional and would permanently permit eighteen hoofed livestock on the property. Lewis reiterated the parcel would not be able to accommodate eighteen cattle, stating the parcel is unsuitable for larger hoofed animal livestock.
- Commissioner Spencer (District 1) clarified that the forest work done on the property was done in collaboration with CAL FIRE as a fuels reduction project that would have occurred outside the zone change application.
- Commissioner Montgomery (District 3) stated the Plumas County General Plan 2035 dictates the need to balance economic and social considerations in land use decisions. He expressed concern about how the scope of the project is currently defined.

June 12, 2025 Site Visit with Owner/Applicant and Neighbors

On June 12, 2025, Nicole Staniger, owner/applicant, met with neighbors at the subject parcel to walk the 9 acres proposed for “F” combining zone in context of the June 5, 2025, the Planning Commission public hearing.

Thereafter, Nicole Staniger, owner/applicant, directed Planning staff to modify Exhibit “A” map to Planning Commission Resolution Number P.C. 2025-01 to add a buffer of 650 feet from the subject parcel southern property boundary and amend the 150 foot buffer along the western subject parcel property boundary to a 100 foot buffer, resulting in approximately 5.2 acres of the Farm Animal Combining Zone (“F”) to the approximately 16.93-acre Suburban (“S-1”) parcel zoning allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

June 18, 2025 Continued Planning Commission Public Hearing

At the next meeting of the Planning Commission on June 18, 2025, the Zone Change public hearing was continued and the Planning Commission received testimony from all interested parties.

Public comments, during the June 18, 2025, public hearing, were as follows:

- Curt Theriault thanked the Commissioners and Staniger for their dedication to compromise on the matter.
- Bill Wickman thanked the Commissioners for their support for an agreeable compromise.

There was no further discussion amongst the Planning Commissioners.

A unanimous motion moved by Commissioner Montgomery and seconded by Commission Spencer was made (YES: Montgomery, Spencer, Lewis, West) to adopt Planning Commission Resolution Number P.C. 2025-01 making recommendations to the Board of Supervisors to: A. Find the Zone Change (ZC 9-23/24-01) approval by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment, making Findings 1 through 20; and B. Adopt the Zoning Ordinance approving the Zone Change as shown in Exhibit "A" to Planning Commission Resolution Number P.C. 2025-01 and direct the Plumas County Planning Director to reflect the zoning as provided for in the Ordinance and pursuant to Section 9-2.302 (Zoning Plan Maps) of the Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 3 Establishment of Zones.

BACKGROUND:

Jason and Nicole Staniger, property owners/applicants, submitted a Zone Change application on July 18, 2023, to add the Farm Animal Combining Zone ("F") to the parcel located at 7398 Highway 147, Lake Almanor, Plumas County, APN 106-010-004-000. The subject property has a primary zoning of Suburban ("S-1"), which allows for the "animal husbandry, small animals" use (Plumas County Code (PCC) Sec. 9-2.210) for the care and raising of "hoofless livestock" (e.g., chickens, rabbits, turkeys) for the personal use of residents of the property and 4-H market projects. The "S-1" parcel zoning does not allow the large animal husbandry use; therefore, the property owners/applicants applied for the Zone Change to add the "F" combining zone to allow both the small and large animal husbandry uses.

To mitigate for the keeping and pasturing of "hoofed livestock" near the adjoining residences, the applicant is incorporating a 650-foot buffer from the subject parcel southern property boundary and a 100-foot buffer along the western property boundary between the "F" combining zone "large animal husbandry" use and the "S-1" zoned parcels that front Highway 147 to ensure that "hoofed livestock" and any animal enclosures such as barns would be kept away from adjoining residences, septic and leach field systems, and wells which would adhere to the California Department of Water Resources, water well standards (Bulletins 74-81 and 74-90 combined) Part II Water Well Construction, Section 8 Well Location with Respect to Contaminants and Pollutants, Section A (Separation), which states: *All water wells shall be located an adequate horizontal distance from known or potential sources of pollution and contamination. Such sources include, but are not limited to: ... "barnyard and stable areas," continuing, "the following horizontal separation distances are generally considered adequate where a significant layer of unsaturated, unconsolidated sediment less permeable than sand is encountered between ground surface and groundwater. These distances are based on present knowledge and past experience. Local conditions may require greater separation distances to ensure groundwater quality protection."*

<i>Potential Pollution or Contamination Source</i>	<i>Minimum Horizontal Separation Distance Between Well and Known or Potential Source</i>
<i>Animal or fowl enclosure</i>	<i>100 feet</i>

2035 GENERAL PLAN AND ZONING ANALYSIS:

The proposed Zone Change is to add the Farm Animal Combining Zone ("F") to the existing APN 106-010-004-000, which has a primary zoning of Suburban ("S-1") and a 2035 General Plan land use designation of "Suburban Residential." The Suburban Residential land use designation is defined in Table 1-3, *Land Use Designations and Permissible Densities*, of the 2035 General Plan as:

"The Suburban, Secondary Suburban and Rural Residential designation allows for single family homes at lower densities than Single or Multiple Family Residential. In addition to miscellaneous compatible uses, these designations allow a range of limited agriculturally-oriented uses, such as horticulture, and keeping of farm animals."

Pursuant to Sec. 9-2.1502, *Uses*, of Plumas County Code, Suburban zoning permits the following uses by right and with a special use permit:

Sec. 9-2.1502. - Uses. (S-1).

(a) The following uses shall be permitted in the Suburban Zone (S-1):

(1) One dwelling unit, including additional quarters; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

*(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, **small animal husbandry**, and horticulture.*

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Suburban Zone (S-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

The "S-1" zoning allows for a variety of uses, including small animal husbandry, which, pursuant to PCC Sec. 9-2.210, is defined as:

"Animal husbandry, small animals shall mean the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects."

The small animal husbandry use allows for the keeping of small, hoofless livestock such as chickens, rabbits, and turkeys. Small animal husbandry does not include animals that have hoofs such as goats, horses, cows, and pigs. The applicant desires to keep horses, goats, and pigs, which are hoofed livestock.

Pursuant to PCC Sec. 9-2.209 the large animal husbandry use is defined as:

"Animal husbandry, large animals" shall mean the care and raising of hoofed livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (½) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre."

To allow the keeping and pasturing of hoofed livestock, the zoning must allow the "animal husbandry, large animals" use.

The Farm Animal Combining Zone ("F") is a secondary zoning that allows for the following uses:

Sec. 9-2.4002. - Uses (F).

(a) The following uses shall be permitted in the Farm Animal Combining Zone (F):

(1) Small animal husbandry; and

(2) Large animal husbandry.

The "F" combining zone would allow for the keeping and pasturing of hoofed and hoofless livestock.

Therefore, the addition of the "F" combining zone is compatible with the Suburban Residential 2035 General Plan land use designation as it allows for the agriculturally oriented use of the keeping and pasturing of farm animals.

Pursuant to the Zone Change Exhibit "A" map (Exhibit 1), the proposal is for a 5.2-acre portion of the 16.93-acre parcel to have the "F" combining zone added, which could result in the care and raising of hoofed livestock, as defined under the above stated ratios, by acre and ½ acre of property, and specifically for the subject property at 5.2 acres of the "F" combining zone would allow no more than two (2) animals with their young (one year old or less) for the first acre and an additional eight (8) animals for the remaining 4 acres, totaling no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

2035 GENERAL PLAN POLICY EVALUATION:

The following are the relevant policies from the 2035 Plumas County General Plan:

Policy	Brief Policy Description	Complies	Staff Comment
Public Health and Safety (PHS) Element Policy 6.8.3 Support for Local, Organic, and Grass Fed Agriculture	The County shall encourage and protect a variety of local ecologically sound agricultural practices as a way to increase on-farm income, diversify Plumas County agricultural production, and provide a healthy, secure food source for local supply that complies with accepted public health and safety standards.	Yes	The property owner's use of the "F" combining zone designated lands would include the seeding of the pastures with a specific grass seed mix and the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land and erosional effects. In not overgrazing the land, it would ensure the availability of the food source for the livestock, which would result in a consistent growth of the livestock and food source production for the property owner.
Public Health and Safety (PHS) Element Policy 6.8.5 Community Food Security	Encourage countywide nutrition self-reliance and resiliency. Direct the development of policy that creates robust and just food systems in the County.	Yes	Allowing the keeping and pasturing of any type of farm animal on the property would allow and ensure the property owner's ability to be self-reliant and resilient in relation to their food source by having the ability to produce their own food such as meat and milk. Additionally, should the property owner elect to do so, there is potential for the property owner, through obtaining the applicable permits from, for example, the Environmental Health Department, to contribute to the food system of Plumas County with products they may produce from agricultural operations on the property.
Agriculture and Forestry (AG/FOR) Element Policy 8.4.1 Healthy Local Food Supply	Encourage and protect local, organic, grass-fed and/or ecologically sound agricultural practices to increase on-farm income and provide for a healthy local supply of food.	Yes	During Planning staff's site visit to the property on January 16, 2025, the property owner/applicant explained the proposed agricultural operation entailing the seeding of the pastures and that the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land and erosional effects.

AGENCY AND PUBLIC COMMENTS RECEIVED TO-DATE:

Written agency and public comments received to-date as a result of the Planning Commission and Board of Supervisors public hearings are provided in staff reports and meeting minutes from the March 20, 2025; June 5, 2025; and June 18, 2025 Planning Commission public hearings and the Board of Supervisors public hearings on April 1, 2025, and April 8, 2025, in addition to the Board of Supervisors meeting on May 6, 2025.

More information and documentation of comments received can be found in the proposed project's administrative record by contacting the Planning Department at 530-283-6214 or 555 Main Street, Quincy, or by viewing on the Planning Department's website at: <https://www.plumascounty.us/89/Planning-Department> and the Planning Commission's website at: <https://www.plumascounty.us/134/Planning-Commission>.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The ordinance is proposed to be exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Sec. 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. Further, Plumas County Codes, in addition to regional, state, and federal regulatory standards and regulations, would serve to address potential environmental effects.

PROCEDURE:

Pursuant to Plumas County Code Sections 9-2.905 and 9-2.906, the Planning Commission's duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a properly noticed public hearing. The Planning Commission is charged with rendering a decision on the Zone Change in the form of a written recommendation (Resolution) to the Board of Supervisors as pursuant to Plumas County Code Sections 2-2.107 and 2-2.108. Once the Planning Commission has made a recommendation, the Board of Supervisors then holds a public hearing to take action on the Zone Change application.

Planning Commission Resolution Number P.C. 2025-01 was duly passed and adopted by the Plumas County Planning Commission on June 18, 2025, by a roll call vote of 4 YES (Lewis, Montgomery, Spencer, West), and District 2 VACANT, recommending the Board of Supervisors find the Zone Change approval by Ordinance exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) and adopt the Zoning Ordinance approving the Zone Change.

ACTIONS FOR CONSIDERATION:

Staff recommends the Board of Supervisors:

1. Receive Planning Commission Resolution Number 2025-01 (Exhibit 1) and staff report on the proposed Zone Change; and
2. Introduce and waive the first reading of the Zoning Ordinance (Exhibit 2); and
3. Open the public hearing and receive public comment; and
4. Continue the public hearing to the next regularly scheduled Board of Supervisors meeting on August 5, 2025, for consideration of adoption of the proposed Zone Change by Board of Supervisors Resolution and Zoning Ordinance.

EXHIBITS:

1. Planning Commission Resolution Number P.C. 2025-01 duly passed and adopted on June 18, 2025
2. Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01) Ordinance No. 2025-_____

RESOLUTION NUMBER P.C. 2025-01

**RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS TO FIND THE ZONE
CHANGE (ZC 9-23/24-01) EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER
CEQA GUIDELINES SECTION 15061(B)(3) AND ADOPT THE
ZONE CHANGE ZONING ORDINANCE APPROVING THE ZONE CHANGE**

WHEREAS, pursuant to Plumas County Code Section 9-2.4001, Purpose (“F”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (“F”), the purpose of the Farm Animal Combining Zone (F) is to provide for animal husbandry; and

WHEREAS, pursuant to Plumas County Code Section 9-2.4002, Uses (“F”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (“F”), the uses permitted in the Farm Animal Combining Zone (F) are (1) small animal husbandry; and (2) large animal husbandry; and

WHEREAS, pursuant to Plumas County Code Section 9-2.209 (Animal husbandry, large animals), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, “Animal husbandry, large animals” shall mean the care and raising of hooved livestock for the personal use of residents of the property, 4-H market and breeding projects, except horses, cows, and pigs, and the care and raising of horses, cows, and pigs at the ratio of two (2) animals with their young (one year old or less) for the first acre of property and one additional animal for each additional one-half (½) acre. Horses, cows, or pigs may not be kept on parcels smaller than one acre; and

WHEREAS, pursuant to Plumas County Code Section 9-2.210 (Animal husbandry, small animals), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions, “Animal husbandry, small animals” shall mean the care and raising of hoofless livestock for the personal use of residents of the property and 4-H market projects; and

WHEREAS, pursuant to Plumas County Code Section 9-2.1502, Uses (“S-1”), of Title 9 Planning and Zoning, Chapter 2 Zoning, Article 15 Suburban Zone (“S-1”), the use “Animal husbandry, small animals” is permitted in the “S-1” zoning district; and

WHEREAS, Jason and Nicole Staniger, property owners/applicants, submitted a Zone Change application on July 18, 2023, adding the Farm Animal Combining Zone (“F”) to a 9.0-acre portion of 7398 Highway 147, Lake Almanor, California, APN 106-010-004-000, 16.93-acre parcel, with Suburban (“S-1”) parcel zoning to allow for both “Animal husbandry, large animals” and “Animal husbandry, small animals;” and

WHEREAS, on June 5, 2025, the Planning Commission held a properly noticed public hearing for the Zone Change (ZC 9-23/24-01) pursuant to Government Code Section 65854, which requires local agencies give at least 20 days notice before a planning commission holds a public hearing on an ordinance affecting the permitted uses of real property and received testimony from all interested parties; and

WHEREAS, on June 5, 2025, the Planning Commission made a unanimous motion to continue the public hearing to the next meeting of the Planning Commission to allow for additional conversations between Planning staff, the owner/applicant, and neighbors in pursuit of a compromise with possible revision to Exhibit “A” map to Planning Commission Resolution Number P.C. 2025-01; and

WHEREAS, thereafter the owner/applicant, directed Planning staff to modify Exhibit “A” map to Planning Commission Resolution Number P.C. 2025-01 to include a 650-foot buffer from the subject parcel southern property boundary and a 100-foot buffer along the western subject parcel property boundary, resulting in approximately 5.2 acres of the Farm Animal Combining Zone (“F”); and

WHEREAS, the testimony and evidence received justifies the recommendation to amend the zoning as set forth in Exhibit “A” attached herein, adding approximately 5.2 acres of the Farm Animal Combining Zone (“F”) to the approximately 16.93-acre Suburban (“S-1”) parcel zoning allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California, recommends that the Board of Supervisors:

A. Find the Zone Change (ZC 9-23/24-01) approval by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment, making Findings 1 through 20, as follows:

1. Aesthetics

The proposed project is for the keeping and pasturing of large animal husbandry (i.e., hoofed livestock) allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less). The lighting proposed as part of all accessory structures built in association with the large animal husbandry use would be subject to the applicable portions of Plumas County Code, including Section 9-2.411 (Lighting facilities), which requires lighting facilities to be installed as to focus away from adjoining properties and would serve to address potential environmental effects therefore there would be no impact to aesthetics.

2. Agriculture and Forestry Resources

The County Agricultural Commissioner has indicated that the site is well suited for pasture. The soil map unit type on the site according to the United States Department of Agriculture, Natural Resources Conservation Service, is Penstock-Scaribou complex, and is not prime farmland. Compatible forest uses of timberland often include grazing and livestock production. The property has been recently managed for fuels reduction under authorization from the California Department of Forestry and Fire Protection (CAL FIRE) through an Emergency Timber Operations Fuel Hazard Reduction dated March 29, 2024, which did not result in significant loss of forest land or conversion of forest land to non-forest use and therefore there would be no impact to agriculture/forests resources.

3. Air Quality

There are no impacts to air quality from this proposed project. Any odor concerns would be addressed through the requirements of the Plumas County Code Title 6 Sanitation and Health, including but not limited to, Section 6-10.117 (Animal waste).

4. Biological Resources

Pursuant to Figure 4.11-2, Important Species Habitat Locations, in the 2035 General Plan Environmental Impact Report (EIR), the subject property is located within a seasonal deer migration corridor. The subject project is to allow the keeping and pasturing of hoofed livestock allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less), which, due to the nature of the Zone Change project, would include potential development of accessory structures; however, not at a density or intensity that would cause an impact to the deer migration corridor. The density and intensity of potential accessory structures, including a barn, constructed on the property as a result of the keeping of farm animals would have no impact to the deer migration corridor and would be similar to that of the surrounding dwellings and accessory structures on adjacent parcels, which are also located within the deer migration corridor therefore there would be no impact to biological resources. Further, Plumas County Code Sec. 9-2.407, Fences contains provisions for perimeter fencing for large animal husbandry, encouraging wildlife-friendly fencing such that the fencing allows animals to jump over and crawl easily without injury.

5. Cultural Resources

No cultural resources are known to exist on the property. The property was recently managed for fuels reduction under authorization from the California Department of Forestry and Fire Protection (CAL FIRE) through an Emergency Timber Operations Fuel Hazard Reduction project and no cultural resources were located. There would be no impact to cultural resources as a result of the Zone Change.

6. Energy

Due to the nature of the proposed project being a Zone Change to allow the keeping and pasturing of hoofed livestock, no wasteful, inefficient, or unnecessary consumption of energy resources would occur therefore there would be no impact to energy.

7. Geology and Soils

The soil map unit type on the site according to the United States Department of Agriculture, Natural Resources Conservation Service, is Penstock-Scaribou complex, 30 to 50 percent slopes, with a drainage class rating of 'well drained for both the dominant and wettest components' and 'no reasonable possibility of flooding' and '0% frequency of ponding.' The percent slope of the 5.2-acre portion proposed to have the "F" combining zone ranges from 7.5% to 20%. The Hydrologic Group B soils consist of deep well drained soils with a moderately fine to moderately coarse texture and a moderate rate of filtration and runoff. Further, the non-irrigated agriculture capability Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict use mainly to pasture, rangeland, forestland, or wildlife habitat. Subclass e is made up of soils for which the susceptibility to erosion is the dominant problem or hazard affecting use and erosion susceptibility and past erosion damage are the major soil factors that affect soils in Subclass e. The property has been recently managed for fuels reduction under authorization from the California Department of Forestry and Fire Protection (CAL FIRE) through an Emergency Timber Operations Fuel Hazard Reduction dated March 29, 2024, with erosion control measures such as all skid trails of greater than five percent (5%) slope shall have water breaks constructed at intervals specified in the Forest Practice Rules. Based on a review of Figure 4.7-1, Seismic and Geologic Hazards, in the 2035 General Plan Environmental Impact Report (EIR) the Penstock-Scaribou complex soil map unit type has not been shown to exhibit unstable or sensitive soils or geologic hazards. The proposed project is for the keeping and pasturing of large animal husbandry (i.e., hoofed livestock) allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less). The use of the "F" combining zone designated lands on the property would include the seeding of the pastures with a specific grass seed mix and the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land and erosional effects. Development of accessory structures could result from the proposed Zone Change, which if greater than 200 square feet, would require engineered construction documents with soils analysis pursuant to a County issued building permit. Further, the building permit would require compliance with all applicable grading, drainage, and erosion requirements of Appendix J, Grading, of the 2022 California Building Code, including Section J110 specific to erosion and Section J109 specific to drainage and terracing. The California Building Code mandates that drainage systems must be designed to prevent any increase in drainage across property lines compared to the pre-grading conditions, meaning no net effect to other properties. Therefore, grading, drainage, and erosion would be addressed as part of the building permit for the accessory structure. No exposure of people to geologic hazards would result from the implementation of the proposed project therefore there would be no impact to geology and soils.

8. Greenhouse Gas Emissions

There would be no impact to greenhouse gas emissions as a result of the proposed project.

9. Hazards and Hazardous Materials

The keeping and pasturing of hoofed livestock would not involve the use or storage of hazardous materials therefore there would be no impact to hazards and hazardous materials.

10. Hydrology and Water Quality

With the application of proper manure management procedures and compliance with Plumas County Code provisions, Title 6 Sanitation and Health, in addition to the California Department of Water Resources, Water Well Standards (Bulletins 74-81 and 74-90 combined) Part II Water Well Construction, Section 8 Well Location with Respect to Contaminants and Pollutants, Section A (Separation), which requires all water wells to be located at 100 feet minimum horizontal separation distance from known or potential sources of pollution and contamination, including barnyard and stable areas and animal or fowl enclosures, there would not be any adverse impacts to water quality. The property has been recently managed for fuels reduction under authorization from the California Department of Forestry and Fire Protection (CAL FIRE) through an Emergency Timber Operations Fuel Hazard Reduction dated March 29, 2024, with erosion control measures such as all skid trails of greater than five percent (5%) slope shall have water breaks constructed at intervals specified in the Forest Practice Rules. The percent slope of the 5.2-acre portion proposed to have the “F” combining zone ranges from 7.5% to 20%. Any accessory structures as a result of the proposed large animal husbandry use would be subject to the applicable portions of Plumas County Code. The construction of structures over 200 square feet requires a building permit. A barn is considered an accessory structure and has a Miscellaneous “U” occupancy in the California Building Code. The construction of an accessory structure requires a building permit and compliance with all applicable grading, drainage, and erosion requirements of Appendix J, Grading, of the 2022 California Building Code, including Section J110 specific to erosion and Section J109 specific to drainage and terracing. The California Building Code mandates that drainage systems must be designed to prevent any increase in drainage across property lines compared to the pre-grading conditions, meaning no net effect to other properties. Therefore, grading, drainage, and erosion would be addressed as part of the building permit for the accessory structure. Further, there would be no exposure of people to flood hazards resulting from the proposed project therefore there would be no impact to hydrology.

11. Land Use and Planning

The Zone Change to add the Farm Animal Combining Zone (“F”) is subject to the applicable goals, policies, and implementations measures of the Plumas County 2035 General Plan, including Public Health and Safety (PHS) Element Policy 6.8.3 Support for Local, Organic, and Grass Fed Agriculture; Public Health and Safety (PHS) Element Policy 6.8.5 Community Food Security; and Agriculture and Forestry (AG/FOR) Element Policy 8.4.1 Healthy Local Food Supply, and the Zone Change has been found to be consistent and in compliance with these policies, which support adding the “F” combining zone, as follows therefore there would be no impact to land use and planning:

- The use of the “F” combining zone designated lands on the property would include the seeding of the pastures with a specific grass seed mix and the animals kept on the property would be rotated between pastures to ensure no overgrazing of the land and erosional effects. In not overgrazing the land, it would ensure the availability of the food source for the livestock, which would result in a consistent growth of the livestock and food source production for the property owner.
- Allowing the keeping and pasturing of any type of farm animal on the property would allow and ensure the property owner’s ability to be self-reliant and resilient in relation to their food source by having the ability to produce their own food such as meat and milk. Additionally, should the property owner elect to do so, there is potential for the property owner, through obtaining the applicable permits from, for example, the Environmental

Health Department, to contribute to the food system of Plumas County with products they may produce from agricultural operations on the property.

12. Mineral Resources

The proposed project is not zoned for Mining (“M”) or mineral extraction and does not contain mineral resources therefore there would be no impact to mineral resources.

13. Noise

The proposed project is a Zone Change for the keeping and pasturing of hoofed livestock allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less). The noise level of farm animals, on average, is 90 decibels, with a maximum average of 100 decibels for pigs. Parcels to the north are zoned Recreation (“Rec-1”), and Suburban (“S-1”); to the east are railroad tracks and parcels zoned Suburban (“S-1”) and Rural 20-acre (“R-20”); to the south are parcels zoned Suburban (“S-1”); and to the west are parcels zoned Periphery Commercial (“C-2”), Recreation Commercial (“R-C”), and Suburban (“S-1”). Accounting for standard industry noise attenuation at the reduction rate of six (6) decibels for the doubling of distance from the noise source (i.e., farm animals), taking into consideration the Plumas County Zoning Code, Title 9 Planning and Zoning “S-1” zoning district minimum yard requirements (i.e., setbacks) of five (5) feet per story for the side and rear yards results in a maximum decibel level of 56 decibels at the subject property line. The community noise exposure level normally acceptable for residential low density single family, duplex, and mobile home land uses pursuant to Figure 22, Community Noise Exposure, in the 2035 General Plan, is not to exceed 60 decibels. Therefore, the proposed project is compliant with the 2035 General Plan community noise exposure levels and there would be no impact to noise.

14. Population and Housing

The project does not propose to add population or dwelling units therefore there would be no impact to population and housing.

15. Public Services

The subject property would have a well, and the less than 1-acre “S-1” zoned parcels adjacent to the subject property fronting Highway 147 may have wells. A 100-foot setback buffer for the Farm Animal Combining Zone (“F”) is proposed on the property as part of the project to ensure the minimum 100-foot setback horizontal separation distance from known or potential sources of pollution and contamination, including barnyard and stable areas and animal or fowl enclosures, is maintained from any potential well on the “S-1” zoned parcels adjacent to the subject property fronting Highway 147 to avoid any adverse impacts to public services. No public utility easements would be impacted as a result of the Zone Change therefore there would be no impact to public services.

16. Recreation

The project is for a Zone Change for the keeping of hoofed livestock and would not have an impact on recreation.

17. Transportation

No impact would occur as a result of the proposed project for transportation and traffic.

18. Tribal Cultural Resources

The subject property is not located within an area of known tribal cultural resources and would not impact tribal cultural resources.

19. Utilities and Service Systems

Electrical power, water, and sewage disposal are available to the site. The project would not impact utility and service systems.

20. Wildfire

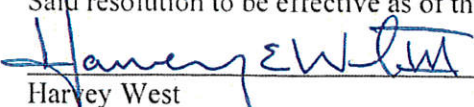
The subject property has been recently managed for fuels reduction under authorization from California Department of Forestry and Fire Protection (CAL FIRE) through an Emergency Timber Operations Fuel Hazard Reduction dated March 29, 2024, and the logging that occurred was for the purpose of reducing the rate of fire spread, fire duration and intensity, and fuel ignitability and wildfire risk of the property and surrounding areas. Compatible forest uses of timberland often include grazing and livestock production. The percent slope of the 5.2-acre portion proposed to have the "F" combining zone ranges from 7.5% to 20%. Additionally, the keeping of farm animals on the property would help to mitigate fire risk of the property by the animal(s) grazing the silvopasture area, reducing fuels available for fire therefore there would be no impact to wildfire.

- B. Adopt the Zoning Ordinance approving the Zone Change as shown in Exhibit "A" attached herein and direct the Plumas County Planning Director to reflect the zoning as provided for in the Ordinance and pursuant to Section 9-2.302 (Zoning Plan Maps) of the Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 3 Establishment of Zones.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 18th day of June, 2025, by the following roll call vote:

AYES:	Commissioners: <i>Lewis, Montgomery, Spencer, West</i>
NOES:	Commissioners: <i>None</i>
ABSENT:	Commissioners: <i>None</i>
ABSTAIN:	Commissioners: <i>None</i>

Said resolution to be effective as of the 18th day of June, 2025.


Harvey West
Chair, Plumas County Planning Commission

ATTEST:


Tracey Ferguson, AICP, Planning Director

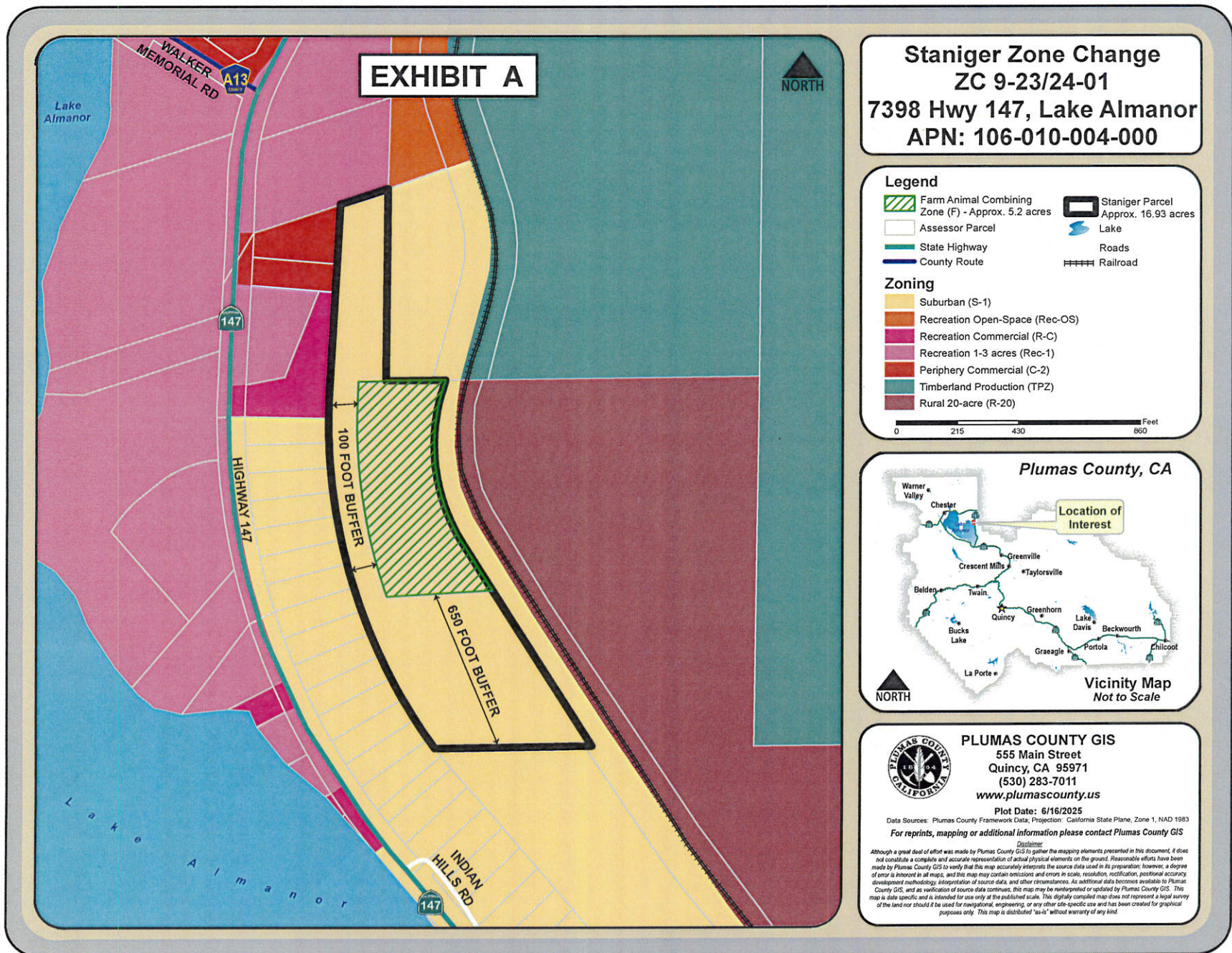
EXHIBIT "A"

ZONE CHANGE (ZC 9-23/24-01)

JASON AND NICOLE STANIGER, PROPERTY OWNERS/APPLICANTS

ZONING CERTAIN REAL PROPERTY CONSISTENT WITH THE ZONE CHANGE ZONING ORDINANCE ADDING THE FARM ANIMAL COMBINING ZONE (F) TO A PORTION OF 7398 HIGHWAY 147, LAKE ALMANOR, UNINCORPORATED PLUMAS COUNTY, CALIFORNIA, ASSESSOR PARCEL NUMBER 106-010-004-000, TOWNSHIP 28 NORTH/RANGE 8 EAST/SECTION 21, MDM

Amend the zoning applied to the parcel *adding* approximately 5.2 acres of the Farm Animal Combining Zone ("F") to the approximately 16.93-acre Suburban ("S-1") parcel zoning allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).



**ZONE CHANGE ZONING ORDINANCE
STANIGER ZONE CHANGE (ZC 9-23/24-01)
ORDINANCE NO. 2025-_____**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
ZONING CERTAIN REAL PROPERTY CONSISTENT WITH THE ZONE CHANGE
ADDING THE FARM ANIMAL COMBINING ZONE (F) TO A PORTION OF
7398 HIGHWAY 147, LAKE ALMANOR, APN 106-010-004-000
ENACTED BY BOARD OF SUPERVISORS RESOLUTION NO. 2025-_____**

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance

The real property particularly described therein by Assessor Parcel Number 106-010-004-000 is hereby zoned S-1 (Suburban) zoning classification enumerated in Plumas County Code (PCC) Section 9-2.301, and described in PCC Title 9 Planning and Zoning, Chapter 2 Zoning, Article 15 Suburban Zone (S-1), Sections 9-2.1501 through 9-2.1507; and adding F (Farm Animal Combining Zone) zoning classification enumerated in PCC Section 9-2.301, and described in PCC Title 9 Planning and Zoning, Chapter 2 Zoning, Article 40 Farm Animal Combining Zone (F), Sections 9-2.4001 and 9-2.4002, as implemented by Exhibit "A" attached hereto.

SECTION 2. Resolutions

The adding of the Farm Animal Combining Zone (F) to a portion of 7398 Highway 147 (APN 106-010-004-000) is consistent with and will serve to implement the Zone Change (Staniger ZC 9-23/24-01) Zoning Ordinance recommended by Planning Commission Resolution No. 2025-01 and enacted by the Board of Supervisors Resolution No. 2025-_____.

SECTION 3. Environmental

The Ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Sec. 15061(b)(3) because after conducting the initial environmental evaluation for the project, which showed no potential adverse effects on the environment, it can be seen with certainty that there is no possibility that the project may have a significant effect on the environment. Further, Plumas County Codes, in addition to regional, state, and federal regulatory standards and regulations, would serve to address potential environmental effects.

SECTION 4. Zoning Plan Maps

The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this Ordinance and pursuant to Section 9-2.302 (Zoning Plan Maps) of the Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 3 Establishment of Zones.

SECTION 5. Codification

This Ordinance shall not be codified.

SECTION 6. Publication

A summary of this Ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the adoption of the Ordinance, once, with the names of the supervisors voting for and against the Ordinance, at the Board of Supervisors' chambers and shall remain posted thereafter for at least one (1) week.

SECTION 7. Effective Date

This Ordinance shall become effective thirty (30) days after the adoption date.

The foregoing Ordinance was introduced on July 15, 2025, and duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on this 5th day of August, 2025 by the following vote:


AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:
ABSTAIN: Supervisors:

Kevin Goss, Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

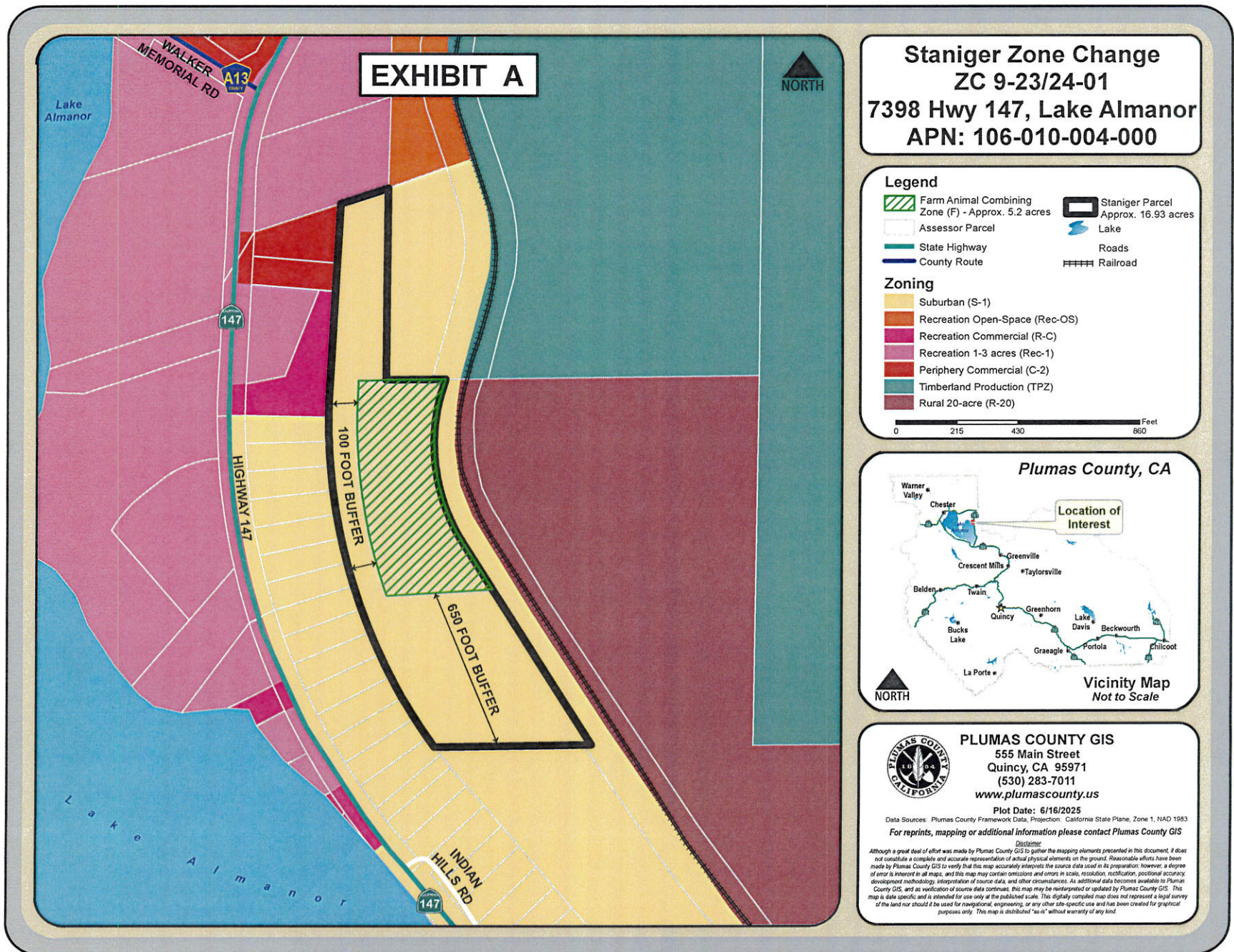
EXHIBIT “A”

ZONE CHANGE (ZC 9-23/24-01)

JASON AND NICOLE STANIGER, PROPERTY OWNERS/APPLICANTS

ZONING CERTAIN REAL PROPERTY CONSISTENT WITH THE ZONE CHANGE ZONING ORDINANCE ADDING THE FARM ANIMAL COMBINING ZONE (F) TO A PORTION OF 7398 HIGHWAY 147, LAKE ALMANOR, UNINCORPORATED PLUMAS COUNTY, CALIFORNIA, ASSESSOR PARCEL NUMBER 106-010-004-000, TOWNSHIP 28 NORTH/RANGE 8 EAST/SECTION 21, MDM

Amend the zoning applied to the parcel *adding* approximately 5.2 acres of the Farm Animal Combining Zone (“F”) *to* the approximately 16.93-acre Suburban (“S-1”) parcel zoning.





PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: July 15, 2025

SUBJECT: Plumas County 2024-2029 Housing Element Update 30-Day Public Review and Comment Period; June 27, 2025 through July 28, 2025; discussion only; receive Board and public comment.

Recommendation:

Discussion only; receive Board and public comment.

Background and Discussion:

The Plumas County 2024-2029 Housing Element is circulating for public review and comment from June 27, 2025, through July 28, 2025. Pursuant to Assembly Bill 215, the Planning Department will then have 10 business days (July 28, 2025, through August 8, 2025) to incorporate public comment prior to submitting to the California Department of Housing and Community Development (HCD) for the State's mandatory review. This reflects the statutory recognition that the availability of housing is a matter of statewide importance and that cooperation between all levels of government, non-governmental organizations, and the private sector is critical to attainment of the State and County's housing goals.

The Plumas County 2024-2029 Housing Element (7th cycle planning period beginning June 30, 2024, and ending June 30, 2029) is one of the seven State-mandated elements of the Plumas County General Plan and provides a comprehensive assessment and framework to address existing and projected housing needs of all economic segments of the unincorporated area of Plumas County and provides clear policy direction for decision making. The draft Vision of the 2024-2029 Housing Element is, as follows: *"Adequate supply of safe and livable housing types with opportunities for individual choices that accommodate all socioeconomic segments of the unincorporated County area, leading to housing possibilities that meet the needs, protect the environment, and are consistent with a jobs-housing balance based on future population and economic conditions."*

The Housing Element must accommodate the County's Regional Housing Needs Allocation (RHNA) of 154 dwelling units, including 9 extremely low-income, 29 very low-income, 24 low-income, 29 moderate-income, and 63 above moderate-income dwelling units. State law (Government Code Sections 65580 through 65589) mandates the content to include an analysis of existing and projected housing needs; an inventory of resources and constraints that are relevant to meeting the needs; a statement of the County's goals and policies relative to affirmatively furthering fair housing (AFFH) needs; quantified objectives to the maintenance, preservation, improvement, and development of housing; and programs that set forth actions to address existing and projected housing needs.

To access the 2024-2029 Public Review Draft Housing Element and for more information, please visit the Plumas County Planning Department counter at 555 Main Street, Quincy, or on the website at: <https://www.plumascounty.us/2629/Housing-Element>

A Planning Commission public workshop on the Public Review Draft 2024-2029 Housing Element Update will be held on July 17, 2025, at 10AM at the Plumas County Courthouse Building, 520 Main Street, Quincy, Board of Supervisors Chambers, Room 308.

To submit public comment, please contact:
Amanda Harmon, Assistant Planner
Plumas County Planning Department
530-283-6213 / amandaharmon@countyofplumas.com

Action:

Discussion only; receive Board and public comment.

Fiscal Impact:

Prepared in-house by Planning Department and GIS Division staff; FY24/25 and FY25/26 wages budget.

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sara James, Deputy County Counsel III/Interim Human Resources Director

MEETING DATE: July 15, 2025

SUBJECT: Accept Letter of Resignation from Director of Social Services, Laura Atkins, effective August 4, 2025, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Recommendation:

Accept Letter of Resignation from Director of Social Services, Laura Atkins, effective August 4, 2025, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Background and Discussion:

Accept Letter of Resignation from Director of Social Services, Laura Atkins, effective August 4, 2025, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Action:

Accept Letter of Resignation from Director of Social Services, Laura Atkins, effective August 4, 2025, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Fiscal Impact:

N/A

Attachments:

1. LOR, Atkins



LAURA ATKINS
DIRECTOR

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

DATE: July 3, 2025
TO: Kevin Goss, Chairman, Plumas County Board of Supervisors
FROM: Laura Atkins, Plumas County Director of Social Services/PG/PC
RE: Letter of Resignation

It has been an honor to serve Plumas County in the role of Director of Social Services/Public Guardian/Public Conservator. This letter is a formal resignation from the appointed role with thirty days' notice per the employment contract signed at date of appointment on November 5th, 2024. My last day will be Monday, August 4th, 2025, in hopes that it will ensure a smooth transition for the department.

I am grateful to have been given the opportunity to serve as the Director of Social Services/Public Guardian/Public Conservator. At the same time, I did not anticipate how difficult it would be to try to manage a department given the vacancies within Plumas County including the County Administrative Officer, the Director of Human Resources, shortages within the County Counsel Office, absence of the Child Protective Services Deputy Director/Program Manager and ongoing key vacancies in staffing across departments which all combined proved unwieldy. My attempts to manage this department, including adherence to state laws and regulations, have become untenable in the absence of these pivotal vacancies as well as resistance from management and line staff to implement the required changes.

It is with mixed emotion that I tender this letter, both grateful for the opportunity to serve this community and disappointed that there were barriers which impeded the ability to execute the appointed role.

It is my sincere hope that Plumas County secures the leadership positions needed to continue its efforts towards delivery of excellence in public services for the community of Plumas.

Respectfully,

A handwritten signature in blue ink that reads "Laura Atkins".

Laura Atkins, Director of Social Services/PG/PC

CC: County Counsel, Josh Brechtel