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
AUGUST 5, 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. 2021 WILDFIRE RECOVERY OPERATIONS
Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. US FOREST SERVICE
Report and update.

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

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

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

2. CONSENT AGENDA

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

A. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Plumas District Hospital to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed $29,090.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Sue Haun dba Strategies by Design to provide TURP Program evaluations; effective July 1, 2025; not to exceed $48,840.00; (No General Fund Impact) (TURP); approved as to form by County Counsel.

3) Approve and authorize the Chair to ratify and sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY25/26 from the Department of Veteran Affairs.

B. CLERK OF THE BOARD

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

C. CODE ENFORCEMENT

1) Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.

3) Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.

D. OFFICE OF EMERGENCY SERVICES

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Berry Enterprises D.B.A., Sierra Electronics; effective July 1, 2025; not to exceed $125,000.00; (General Fund Impact) as approved in FY25/26, preliminary recommended budget (20470 / 520900); approved as to form by County Counsel.

E. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and NMS Labs, to provide laboratory testing and services; effective July 1, 2025; not to exceed $30,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 70330 / 524438 (SHERIFF / CORONER EXPENSE); approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Troy's Automotive to provide general automotive repairs and services; effective July 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets); approved as to form by County Counsel.

3) Approve and authorize Chair to sign Shelter Services Agreement between the Regents of the University of California and the Plumas County Animal Shelter to provide grant funding in the amount of $36,000.00 to be used to retrofit existing housing at the shelter to improve the health and well-being of animals in their care; services shall be rendered from July 15, 2025 though July 14, 2026; approved as to form by County Counsel.

F. PROBATION

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Noble Software Group, a Washington Limited Liability Company, to provide validation studies intended to assist in evaluating the effectiveness of programs and practices implemented by Probation; effective July 1, 2025 through June 30, 2026; not to exceed Nine-Thousand and 00/100 Dollars ($9,000.00); No General Fund Impact, agreement will be paid in it's entirety out of SB678 state grant funding; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Probation Department and Environmental Alternatives, a California Corporation dba EA Family Services; effective August 25, 2025, through August 24, 2026; not to exceed $168,000.00; No General Fund Impact, service agreement will be paid for out of State Probation Grant funding; approved as to form by County Counsel.

G. HUMAN RESOURCES

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2025; not to exceed $5,935.00; General Fund Impact as approved in FY 25/26 preliminary recommended budget 2003552 / 521600; approved as to form by County Counsel.

H. ENVIRONMENTAL HEALTH DEPARTMENT

1) Approve and authorize Environmental Health to recruit and fill, funded and allocated, vacant 1.0 FTE Environmental Health Specialist I/II/III or Hazardous Materials Specialist I/II/III due to resignation; (General Fund Impact) as approved in FY25-26 preliminary recommended budget.

I. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Tree Services for tree trimming and tree removal; effective September 1, 2025; not to exceed $10,000; contract is as needed and will affect General Fund if needed as approved in FY25/26 preliminary recommended budget; approved as to form by County Counsel.

J. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Lights Creek Construction to repair / replace sidewalks in Greenville due to fire damage inflicted by the Dixie Fire in 2021, effective August 5, 2025; not to exceed $193,000; (No General Fund Impact), FEMA and Road funds; approved as to form by County Counsel.

2) Adopt **RESOLUTION** Approving and authorizing the execution of a contract with California Department of Parks and Recreation, for the purpose of providing groomed over snow vehicle trails within Plumas County; authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trail heads. No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

3) Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant 1 FTE Management Analyst I/II position due to resignation; (No General Fund Impact) road funds.

K. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Gold Country Storage for storing office records and transitional housing furniture, effective July 1, 2025; not to exceed $3,500 per fiscal year. (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.
2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District school-based Mental Health services, effective July 1, 2025; not to exceed $251,932.00 (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.
3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Department of Health Care Services for the county's non federal share of Medi-Cal payments for Drug Medi-CAL services; effective July 1, 2023; No General Fund Impact. State and Federal Funds. Approved as to form by County Counsel.
4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and the County of Butte to provide live virtual DUI programs for Plumas County clients; effective July 1, 2025; this agreement is non-financial and approved as to form by County Counsel.
5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency's Alcohol and Other Drug Prevention program, focusing on Plumas County's youth, effective July 1, 2025; not to exceed $110,078.00; (No General Fund Impact)a combination of State and Federal funding; approved as to form by County Counsel.
6) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, FTE 1.0; Behavioral Health Administrative Services Officer, due to resignation (No General Fund Impact), State and Federal funds

L. SOCIAL SERVICES

1) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Deputy Director/Social Services Program Manager; (No General Fund Impact) State, Federal and Realignment Funds.
2) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 3 Part time Extra Help Clerical Positions. (No General Fund Impact) Realignment funds.
3) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Part time Extra help Vehicle Maintenances and Cleaning; (No General Fund Impact) Realignment funds.
4) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Specialist; (No General Fund Impact) Realignment Funds.

3. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Information Technology and Plumas Sierra Telecommunications; effective 8/5/2025; not to exceed $158,892 (General Fund Impact) as approved in FY25/26 preliminary recommended budget (2022052/520203); approved as to form by County Counsel; discussion and possible action.

2) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Development Group, Inc. for Meraki switches and 5-year licenses for the Sheriff's Office; effective August 8, 2025; not to exceed $23,381.08; (General Fund Impact) as expected to be approved in FY25-26 preliminary recommended budget (2022052/529851); approved as to form by County Counsel; discussion and possible action.

3) Approve and authorize Plumas County Information Technology to pay Superion, LLC, a CentralSquare Company, a non-contract invoice in the amount of $13,549.87 for continued use of legacy human resources management software; (General Fund Impact) use of budget line item (2022052/520411), FY24-25 budget; discussion and possible action.

B. HUMAN RESOURCES - Sara James

1) A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Confidential Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Confidential Unit; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

2) Approve and authorize Chair to sign an agreement between Plumas County Human Resources and Regional Government Services (RGS) for a comprehensive salary study; effective August 5, 2025; not to exceed $154,000.00; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

3) Adopt **RESOLUTION** approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

C. DISTRICT ATTORNEY - David Hollister

1) Adopt **RESOLUTION** to Amend Fiscal Year 2025-2026 Plumas County Position Allocation for the District Attorney, Budget Units #70301 and Public Administrator #20432; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

D. SHERIFF'S OFFICE - Chad Hermann

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and AT&T, to provide maintenance and support for the 911 CPE; effective July 1, 2025; not to exceed $58,572.53; (No General Fund Impact) 70375 / 521250 (COMMUNICATIONS / COMMUNICATION EQUIPMENT) and to be reimbursed by Cal OES; approved as to form by County Counsel; discussion and possible action.

E. AGRICULTURE WEIGHTS AND MEASURES - Willo Vieira

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Agriculture Weights and Measures/Farm Advisor/Fair and UBEO West for copy machine lease; effective June 3, 2025, through June 2, 2028; not to exceed $23,000; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

F. FAIRGROUNDS - John Steffanic

1) Review and approve Outdoor Music Festival Permit for Stilldream-August 07-13, 2025 to be held in Belden Town; discussion and possible action.

G. PLUMAS COUNTY VICTIM WITNESS - Kori Bouma

1) Adopt **RESOLUTION** authorizing the Probation Chief to act as Authorized Agent to enter into an agreement and any subsequent Sub-award Amendments with Cal OES for the receipt of grant funds for funding of the Victim Witness Program for grant period of October 1, 2025, through September 30, 2030; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

H. PLANNING - Tracey Ferguson

1) **TIME CERTAIN 11:00AM: CONTINUED PUBLIC HEARING:**
1. Receive public comment from the continued public hearing from July 15, 2025; and
2. Adopt **RESOLUTION** 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; and
3. Find the Zone Change (ZC 9-23/24-01) approval by **ORDINANCE** exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and
4. Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on July 15, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01);
approved as to form by County Counsel; discussion and possible action. **Roll call vote**

4. BOARD OF SUPERVISORS

A. Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Board of Supervisors and Renne Public Law Group increasing the compensation to $30,000.00 for additional representation; (General Fund Impact) #20020/521900 (General Services/Professional Services; approved as to form by County Counsel; discussion and possible action.

B. Terra Fuego Fuel Reduction and Fire Protection.

A) Approve and authorize the Chair to sign a Letter of Support to the Plumas County Fire Chiefs Association regarding the Strategic Standard Wildland Urban Interface (WUI), and the Community Encompassing Fire Lines; discussion and possible action.

B) Approve and authorize Chair to sign a Letter of Support to the Terra Fuego Foundation in support of their application for a grant from the Cal Fire Wildfire Prevention Grant Program; discussion and possible action.

C. **Notice of Vacancy:** This is to announce that there are multiple vacancies in the Crescent Mills Cemetery District Board. If any member of the public wishes to sit on a Plumas County Board or Commission, please contact the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

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

E. APPOINTMENTS

1) Appoint Chad Hermann as the new Plumas County Sheriff/Coroner; effective August 5, 2025; discussion and possible action. **Roll call vote**

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Risk Manager/OES (Board Only)

B. Personnel: Public Employee Performance Evaluation: Behavorial Health Director (Board Only)

C. 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

D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (3 cases).

E. Public Employee Appointment Pursuant to Government Code Section 54957(b) Title: County Administrative Officer

F. 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.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, August 15, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Plumas District Hospital to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed $29,090.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Chair sign the following services agreement related to the Ryan White Part C Program for Fiscal Year 25/26 with Plumas District Hospital, for the amount of $20,090.00 beginning April 1, 2025.

Background and Discussion:
As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county regions of Modoc, Sierra, Lassen, Plumas, and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five-county regions for the Ryan White Program. Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five-county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling, and nutritional supplements.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Plumas District Hospital to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed $29,090.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (RW Part C)

Attachments:
1. PARTC2526PDH

Award Information

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006. This contract is under scrutiny of approval for funding for the grant cycle of 2025 to 2028. Under the circumstances of non-approval, this contract is null and void.

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

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Plumas District Hospital, a political subdivision of the State of California, (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Attendance. Subcontractor agrees to contact County in the event of taking time off that impacts normal work duties, especially when this will be for any extended amount of time.

3. Time Keeping. Subcontractor agrees to keep an adequate log of their time worked for the Part C grant. This is a requirement that HRSA has in place for all grant recipients and subrecipients.

4. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the award's expectations.

    a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.

        1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is

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

b. Plumas County Public Health Agency will also review the HIV Care Connect (HCC) system compliance in which all the client's information and documentation is updated bi-weekly throughout the award period.

1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

5. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty-Nine Thousand and Ninety-One Dollars ($29,090.00).

6. Term. The term of this agreement shall be from April 1, 2025, through March 31, 2026, unless terminated earlier as provided herein.

7. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

8. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

9. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

10. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

11. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

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

15. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.

16. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

17. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

18. Choice of Law. The laws of the State of California shall govern this agreement.

19. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

20. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

21. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

22. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

23. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

24. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

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

County:

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

Subcontractor:

Plumas District Hospital
1065 Bucks Lake Road
Quincy, CA 95971
Attention: Lisette Brown, RN

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

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

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

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

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

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

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

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

30. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

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

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

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

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-12
B	Fee Schedule	13
B-1	Subcontractor Budget	14
Attachment 1	Business Associate Agreement	15-21
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	22
Attachment 3	Darfur Contracting Act	23
Attachment 4	Subcontractor Certification Clause	24
C	General Terms and Conditions	25-28
D(F)	Special Terms and Conditions with Attachments 1 & 2	29-55
E	Additional Provisions	56-57
G	Information Privacy and Security Requirements with Attachment 1	58-68

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

SUBCONTRACTOR:

Plumas District Hospital, a political subdivision of the State of California

By: _____
Caleb Johnson
CFO
Date Signed: 7/9/25

COUNTY:

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

By: _____
Nicole Reinert
Director, Public Health Agency
Date signed:

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

ATTEST:

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

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Serve as a medical provider for the Mountain Counties EIS Program in Plumas County. Provide primary medical care in coordination with HIV consultants to 12-14 EIS-enrolled patients, as outlined in the HIV Early Intervention Services EIS Primary Care Physician Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.

2. Responsible for scheduling clients for HIV Clinic days, coordinating and case conferences with the EIS patient coordinator and HIV consultant during the quarterly (total of four in a fiscal year) HIV clinic days, and developing a system for consulting with HIV and other specialty providers via phone, email, and or telemedicine as needed in between assigned clinic days.

3. Participate in patient chart review with HIV consultant, participate in HRSA Site Visits, and administrative agent site visits.

4. Participate in quarterly continuous quality Improvement meetings and quality Improvement projects. Current Quality Measurement goals include:

   85% of HIV + women will receive annual PAP screening.
   75% of all HIV patients will have a documented HIV status in the chart/HCC database.
   75% of all HIV patients will have Hepatitis B immunity documented in the chart/HCC database.
   75% of all HIV patients using tobacco will receive cessation education & information,
   75% of all HIV patients will achieve viral load suppression >200 copies.
   80% of all HIV patients will be retained in care – New patients seen every 4 months; Ongoing patients seen every 6 months.

5. Provide client data as needed to the EIS patient coordinator for HRSA reporting.

6. Invoice for services and report revenue related to this program at least quarterly.

7. Provide PCPHA with a copy of the provider's license and proof of medical liability insurance.

8. Host a quarterly clinic, one for each quarter of the fiscal year, where the patients have medical care such as full LAB panels of all necessary LABs and meet with the HIV EIS Physician to discuss any health topics that relate to or can impact their HIV disease progression. The Physician should go over health risk factors with the patient to determine the best necessary route of health care treatment and order any necessary testing, screening, or counseling (i.e. having triple site testing for STIs, smoking cessation, substance abuse treatment/counseling/referral, mental health treatment/counseling/referral).

1. All care that is offered through the clinic is to be to follow the Health and Human Services guidelines for people living with HIV (PLWH).

Reporting and Performance Requirements

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

A. Provide client data as needed to the EIS patient coordinator for required reports to HRSA.

B. Input data into the HCC system.

   a. Bi-weekly deadline for submitting all necessary data.

   b. March 15th deadline for reporting purposes

C. Invoice for actual services and report revenue related to this program quarterly. Funds may be used to pay for the allowable categories of services outlined in the Subcontractor's Budgets.

   a. Final invoices for Quarter 4 submitted by April 15th

D. Bi-annual attendance at MCHAC meetings and report on the program.

HIV Early Intervention Services (EIS) Primary Care Physician Job Description

Job Title: EIS Primary Care Physician

Job Summary: This subcontract position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with the EIS HIV Specialist Consultant

Job Duties and Responsibilities:

a) Examine and diagnose patients referred to the EIS Program; determine and recommend the type of medical treatment needed. Provides information on causes and prevention of disease, high-risk behavior, growth, and development.

b) Refers patients to appropriate sources of additional treatment.

c) Participates on the EIS Multi-disciplinary team.

d) Provides consultation to local primary care providers regarding HIV treatment and care.

e) Reviews medical literature to benefit specific patient's condition.

f) Participates in training of clinic staff.

Knowledge and Abilities:

a) Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.

b) Knowledge of current developments in the field of HIV primary care and community HIV care resources.

c) Knowledge of health services organization and procedures.

d) Ability to direct and coordinate the work of subordinate personnel.

e) Ability to establish and maintain effective working relationships and administrative, medical, and non-medical staff, patients, and the public.

f) Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for services rendered in accordance with the subcontractor budget below **(B-1, page 12).**

B. Invoice(s) Shall:

   a. Include the program revenue report.

   b. Include backup documentation to support the invoice.

   c. Bear the Subcontractor name, exactly as shown on the Agreement.

   d. Bear the Subcontractors Agreement Number

   e. Identify the expense, billing, and or performance period covered on the invoice.

   f. Invoice(s) must be signed by the authorized personnel.

C. Invoice(s) Schedule:

   a. First, Second, & Third Quarters – April 1st, 2025, to December 31st, 2025, to be paid on the date of approval of this agreement by the Board of Supervisors in the amount of $21,818.00.

   b. Fourth Quarter – January 1st, 2026, to March 31st, 2026, to be paid in the amount of $7,272.00.

EXHIBIT B-1

Budget

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

Program	Part-C
Subcontractor	Plumas District Hospital
Contract Year	April 1, 2025 - March 31, 2026

	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel								
April Leonardo, MD		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	127,045	0.030	FTE	3,811
Amy Bennet, RN		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	105,518	0.200	FTE	21,104
Schedule/Reception		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	41,288	0.020	FTE	826
								-
								-
Total Personnel								25,741
Fringe Benefits								
April Leonardo, MD		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	3,811	0.400	Fringe Rte	1,524
Amy Bennet, RN		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	21,104	0.400	Fringe Rte	-
Schedule/Reception		0 Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	826	0.400	Fringe Rte	330
					-			-
					-			-
Total Fringe Benefits								1,854
Travel								
Professional Development/Trvl		Continuing Education for Clinic Staff CQM	CQM	CQI management activites	1,495	1.000	Unit Cost	1,495
								-
								-
								-
Total Travel								1,495
Supplies								
Medical Supplies		Primary Care Providers	EIS	Outpatient / Ambulatory Health Services	800	1.000	Unit Cost	-
								-
								-
								-
								-
Total Supplies								-
Total Subcontract								29,090

ATTACHMENT 1
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Plumas District Hospital, a political subdivision of the State of California, referred to herein as Business Associate ("BA"), dated April 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: NReinert

Date: 3/25/25

BUSINESS ASSOCIATE
Plumas District Hospital, a political subdivision of the State of California

Name: Caleb Johnson

Title: CFO

Signature:

Date: 7/9/2025

ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

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

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

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

Employee Confidentiality Pledge

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

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

Employee name (print)	Employee Signature	Date
Supervisor name (print)	Supervisor Signature	Date
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

ATTACHMENT 3

State of California–Health and Human Services Agency

California Department of Public Health
Contracts and Purchasing Services Section

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION

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

Company Name (Printed)	*Federal ID Number*
Plumas District Hospital	94-6036992
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Caleb Johnson, Chief Financial Officer	
Date Executed	*Executed in the County and State of*
7/9/25	Plumas, California

CDPH 9067 (7/17)

ATTACHMENT 4

Subcontractor Certification Clause

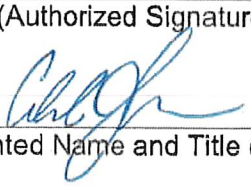
CCC 307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Plumas District Hospital	94-6036992

By (Authorized Signature)



Printed Name and Title of Person Signing

Caleb Johnson, Chief Financial Officer

Date Executed	Executed in the County of
7/9/25	Plumas

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

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

DRUG-FREE WORKPLACE REQUIREMENTS:

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

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

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

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

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

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

EXPATRIATE CORPORATIONS:

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

SWEATFREE CODE OF CONDUCT:

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

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

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

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

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

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

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

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

LABOR CODE/WORKERS' COMPENSATION:

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

AMERICANS WITH DISABILITIES ACT:

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

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

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

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

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

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

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

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

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

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

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

1. Federal Equal Opportunity Requirements

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. **Equipment/Property definitions**

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

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

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

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

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

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

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

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

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

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

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

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

[1] Avoid purchasing unnecessary or duplicate items.

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

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

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

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

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

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

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

4. Equipment/Property Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

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

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

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

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

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

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

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

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

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

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

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

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

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

6. Income Restrictions

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

7. Audit and Record Retention

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

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

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

9. Federal Contract Funds

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

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

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

b. **For Convenience**

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

11. Intellectual Property Rights

a. Ownership

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

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

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

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

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

c. Copyright

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

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

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

g. Intellectual Property Indemnity

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

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

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

12. Air or Water Pollution Requirements

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

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

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

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

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

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

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

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

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

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

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

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

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

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

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

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

18. Human Subjects Use Requirements

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

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

19. Novation Requirements

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

20. Debarment and Suspension Certification

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

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

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

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

23. Payment Withholds

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

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

24. Performance Evaluation

(Not applicable to grant agreements.)

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

25. Officials Not to Benefit

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

26. Four-Digit Date Compliance

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

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

27. Prohibited Use of State Funds for Software

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

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

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

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

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

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

30. Union Organizing

(Applicable only to grant agreements.)

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

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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

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

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

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

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

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

32. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

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

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

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

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

34. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action)

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

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

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

California Department of Health Care Services

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity In No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

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

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

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

2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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

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

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

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

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

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

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

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

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

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

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

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

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

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

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

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

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

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

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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

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

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

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

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Sue Haun dba Strategies by Design to provide TURP Program evaluations; effective July 1, 2025; not to exceed $48,840.00; (No General Fund Impact) (TURP); approved as to form by County Counsel.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign an agreement with Sue Haun dba Strategies by Design in the amount of $48,840.00.

Background and Discussion:

The Public Health Agency currently receives funding from the State of California for the Tobacco Use Reduction Program (TURP), which endeavors to promote a smoke-free community on a local level through educational programs. This contract with Sue Haun provides for outside consulting services that creates data collection and then reports those numbers to the State as per the grant guidelines.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Sue Haun dba Strategies by Design to provide TURP Program evaluations; effective July 1, 2025; not to exceed $48,840.00; (No General Fund Impact) (TURP); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (TURP)

Attachments:

1. TURP2527HAUN

TURP2527HAUN

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Sue Haun dba Strategies by Design, an individual (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Forty-eight Thousand Eight Hundred Forty Dollars and 00/100 ($48,840.00).

3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2027, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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 Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. 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. Subcontractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

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

12. Business-to-Business Relationship. Subcontractor represents and warrants that Subcontractor 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. Subcontractor represents and warrants that Subcontractor advertises these services to and contracts with entities other than County. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance 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 Subcontractor's performance of the services. Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance that Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.

13. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

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

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

Subcontractor:
Strategies by Design
5762 Owls Nest Drive
Santa Rosa, CA 95409
Attention: Sue Haun, Owner

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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

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

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

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

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

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

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

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

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

SUBCONTRACTOR:

Sue Haun dba Strategies by Design, an Individual

By: M. Susan Haun
Sue Haun
Owner
Date signed: 7/9/25

COUNTY:

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

By: N Reinert
Nicole Reinert
Director, Public Health Agency
Date signed:

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

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A
SCOPE OF WORK

Plumas County Tobacco Use Reduction Program (PCTURP) Evaluation
July 1, 2025 – June 30, 2027

Unless indicated otherwise herein, the Subcontractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below.

SUBCONTRACTOR RESPONSIBILITIES

Consistent with PCTURP's objectives for the 2025-2027 Scope of Work and Evaluation Plan, Subcontractor shall:

- In collaboration with the County's TURP Project Director/project staff, develop/design/adapt evaluation instruments for the project consistent with sound evaluation and measurement principles for valid outcome evaluation for proposed objectives.
- Provide consultation in the administration of evaluation methods, such as, but not limited to, procedures for conducting Key Informant Interviews, Observation Surveys, and Public Opinion Surveys to ensure reliability as well as validity.
- Set up forms, tally sheets, and databases for online/handheld/manual data collection for County staff to populate with data, as necessary.
- Provide technical assistance and coaching, as necessary, for data collection to ensure consistency in data collection and reduce errors.
- Clean data collected by County staff, e.g., Public Intercept Surveys, Observations, etc.
- Conduct analyses for each evaluation activity in the County's 2025–2027 Evaluation Plan, interpret results, formulate recommendations, and facilitate the project's understanding of the results of data collection and how the data informs the project's intervention activities.[1] This includes conducting longitudinal analyses of the End Commercial Tobacco Campaign Observational Surveys, the Young Adult Tobacco Purchase Surveys, the Coalition Satisfaction Surveys, and the Member Participation Records.
- Provide technical assistance and coaching on data translation of survey results into educational materials for the general public, policy makers, and other key stakeholders in the community.
- For each evaluation activity, write a summary report for the project and for inclusion in the progress reports in the Online Tobacco Information System (OTIS).
- Enter semi-annual progress report narratives for all evaluation activities for which Subcontractor is responsible into OTIS, attaching the appropriate tracking measures.

[1] Note that advanced data analysis and data translation are not required of External Evaluation Consultants.

- Develop the final evaluation reports - two brief evaluation reports for two non-primary objectives, and one final evaluation report for one primary objective - in accordance with County's 2025–2027 California Tobacco Prevention Program (CTPP)'s Evaluation Plan and in collaboration with County's Project Director. All evaluation reports will be developed at the conclusion of the County's 2025–2027 CTPP scope of work and shall be prepared consistent with the format described in the *California Tobacco Prevention Program's Tell Your Story: Guidelines for Preparing Useful Evaluation Reports of which the External Evaluator is a co-author.*

- Monitor the implementation of the evaluation plan, coordinate with the County's Project Director on the implementation timeline, and meet with the County's Project Director /staff monthly or as needed to facilitate communication, coordination, and tracking.

- Collaborate with County staff on amendments related to the two-year contract extension, from 2025 – 2027, make recommendations on evaluation activities that will support the project's objectives, participate in meeting(s) with the CTPP Program Consultant, and amend the evaluation-related elements in OTIS.

- Collaborate with County staff for development of the County's 2027–2030 Comprehensive Tobacco Use Reduction Program's Evaluation Plan (released in 2026) by assisting with the development of the primary and non-primary objectives, researching possible evaluation components, planning the analysis, and designing the evaluation plan as well as survey methods for each objective with input from County staff. Write the evaluation narratives. Enter the final evaluation components and narrative summaries into OTIS.

- Participate in CTPP plan negotiation meetings with County staff and CTPP representatives to assist with negotiating the 2027–2030 Comprehensive Tobacco Control Plan and make changes to the evaluation plan, as needed.

- Assemble and analyze both baseline and follow-up evaluation data, at planned intervals, to be used for the written evaluation reports at the conclusion of the County's 2022-2025 Scope of Work (SOW).

SUBCONTRACTOR COMPENSATION

The amount payable to Subcontractor under this contract shall not exceed $23,920 for fiscal year 2025/26, and $23,920 for fiscal year 2026/27, for a maximum amount payable under this contract of $48,840. Subcontractor shall invoice County at least quarterly for the services completed to the TURP Project Director. Invoices will be submitted in equal quarterly installments based on the total amount of the contract per fiscal year. Invoices for services provided to the County shall include the following information: month of service, summary of services provided, and total charges to the County for services provided.

COUNTY RESPONSIBILITY

County will be responsible for internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. County will add Subcontractor as an "Applicant" in OTIS to allow the Subcontractor access to the County's 2022–2025 Comprehensive Tobacco Control Plan.

In order to complete the final evaluation reporting by June 30, 2027, due date, all evaluation activities and associated data collection will need to be completed and provided to Subcontractor no later than April 30, 2027.

County will reimburse Subcontractor approximately 30 days after invoice is received, reviewed, and approved by TURP project Director.

JOINT RESPONSIBILITIES

Both Subcontractor and County will be responsible to immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.

EXHIBIT B
FEE SCHEDULE

Plumas County Tobacco Use Reduction Program (PCTURP) Evaluation January 2025–June 2027

The following table includes each of the three objectives, as well as other evaluation work plan-related elements. Note that External Evaluators for tobacco prevention programs are required to provide at least 208 hours of evaluation consulting services annually.

Evaluation Services	7/25 – 6/26	7/26 – 6/27
Obj. 1 ECTC – Smoke-Free Outdoor Public Parks & Flavors • 7-11 instruments and protocols, including 3 ECT Campaign Instruments • 7-11 activity reports • 1 FER	82	72
Obj. 2 Youth Engagement • 6-7 instruments and protocols • 6-7 activity reports • 1 BER	30	30
Obj. 3 Community Engagement • 6-7 instruments and protocols • 6-7 activity reports • 1 BER	30	30
Policy Cessation Support (technical assistance)	1	1
Media Activity Record Support (instrument, technical assistance)	2	2
Project Planning, Monitoring & Data Discussion, including prep and follow-up (monthly or as needed)	48	48
Evaluation Activity Reporting (semi-annually)	8	8
Changes to 22–27 Evaluation Plan (if needed)	-	-
25–29 Evaluation Plan Development (including CTPP negotiations and revisions) and partial **Communities of Excellence Needs Assessment** research and data collection	-	10
Required Statewide Meetings • 4 CTCP Required Meetings or Trainings per year (total time shared by multiple projects)	6	6
Total Hours	208	208
Total Fees at $115 per hour/Expenses Not-to-Exceed*	$23,920	$23,920

*The fees and expenses as defined above include communication, equipment, software, meeting materials/supplies, and general office supplies. Note that all services will be delivered via telecommuting.

The Subcontractor is permitted to transfer monies between line items within the fiscal year with approval of the TEP County's Program Manager without a contract amendment.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize the Chair to ratify and sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY25/26 from the Department of Veteran Affairs.**

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign the annual Certificates of Compliance for the County Veterans Subvention Program and the Medi-Cal Cost Avoidance Program for FY25/26 from the California Department of Veterans Affairs.

Background and Discussion:
The State of California, through the California Department of Veterans Affairs (CDVA), provides funds for the Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2, outline how these funds will be distributed.

Subvention funding is a constant fund for all participating counties on a pro rata basis. This allocation is based on the overall State Workload of all County Veterans Services Offices.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

These Certificates of Compliance are an annual requirement by the CDVA to receive this funding.

Action:

Approve and authorize the Chair to ratify and sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY25/26 from the Department of Veteran Affairs.

Fiscal Impact:

As the Veterans Services Department (20640) is a General Fund Department, this revenue helps offset the burden on the General Fund.

Attachments:
1. Annual Subvention Certificate of Compliance FY 25-26 (blank)
2. Annual Medi-Cal Certificate of Compliance FY 25-26 (blank)

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

Annual Subvention Certificate of Compliance
Fiscal Year 2025/2026

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that _____County is an appointed veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. County Veterans Service Representative employees must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited employees will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care, or compensation provided for by the laws and regulations of the United States or of the State of California.

I certify that only employees who shall meet the definition of a **Veteran Services Representative (VSR)** as described in 38 CFR §14.629, and whose duties include the preparation, presentation, and prosecution of claims for VA benefits, will seek or be referred for accreditation through CalVet. Any VSR accredited through CalVet must understand the following:

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County departments. Additionally, I certify that all College Fee Waiver

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

Approval and Denial Letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively promote the California Veterans License Plate program and other California State benefits for veterans, dependents and survivors, and to assist in the application for those benefits.

I certify that this County, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The County agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance*. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

_____ _____

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456

Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2025/2026

I certify that _____County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.

2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.

3. This agreement is binding only if federal funds are available to CalVet from the DHCS.

4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

_____ _____
Chair, County Board of Supervisors Date
(or other County Official authorized
by the Board to act on their behalf)

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in July 2025, as submitted.**

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

Background and Discussion:
Monthly the Board of Supervisors approves the minutes.

Action:

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

Fiscal Impact:

No General Fund Impact, Minutes approval only.

Attachments:
1. Minutes 07-01-2025
2. Minutes 07-08-2025
3. Minutes 07-15-2025
4. Minutes 07-16-2025

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 1, 2025

STANDING ORDERS

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Marcy DeMartile led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 4.A be removed 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.

There were 0 public comments received electronically prior to the meeting, and 0 during the meeting in person and on zoom.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (Clerk Recorder/Registrar of Voters) updates the Board on marriage licenses, and that her office has issued 61 to date. She spoke about the Real IDs and what is needed to obtain one, and also briefly about the November 4th elections.
Rob Thorman (PW Director) updated the Board on parking in front of Quincy Pharmacy, and that his office is proposing two 15-minute parking spaces.
Sara James (Interim HR Director/Deputy County Counsel III) updated the Board on job postings, and other items that are happening in her office in HR.
Tracey Ferguson (Planning Director) updates the Board on the Lakes Meeting and lake levels in Plumas County.
Sheriff Johns updates the Board on maybe placing a "Stay out of River" logo on the County's website.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

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

No Report Provided

B. US FOREST SERVICE

Report and update.

Kaitlin updated the Board on events happening in the Forest Service, and introduced a new look-out member. She also updates that most of the campgrounds in Plumas Counuty are open except for a few.

C. MUNIS HR/PAYROLL MODULE UPDATE

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

No Report Provided.

D. COUNTY TREASURER'S REPORT

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

No Report Provided.

E. FINANCIAL/AUDIT REPORT

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

No Report Provided.

2. CONSENT AGENDA

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

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

A. PUBLIC HEALTH AGENCY

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

2) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Siskiyou County Health and Human Services Agency to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed $20,650.00; (No General Fund Impact) (RWPartC); approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

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

C. PROBATION

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

D. SOLID WASTE

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

THIS ITEM WAS PULLED OF THE CONSENT AGENDA AND TAKEN UP SEPARATELY.

Motion: Approve and authorize the Chair to sign the East Quincy Transfer Station Property Damage Release Document totaling $55,297.57 (No General Fund Impact); approved as to form by County Counsel.., Action: Approve, Moved by Supervisor - District 3 McGowan, Seconded by Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (summary: Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

E. ASSESSOR

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

3. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY - Gregory Ellingson

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

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CivicPlus, LLC for website hosting, website accessibility tools, and social media archiving; effective July 1, 2025 for a one-year term; not to exceed $34,590.79; (General Fund Impact) as approved in FY25-26 Preliminary Budget (2022052/520411); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Greg Ellingson presents

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

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and DGI, Inc. for a Palo Alto firewall, spare firewall, 5-year license, and support; effective July 1, 2025, for a 5-year term; not to exceed $43,826.53; (No General Fund Impact) (paid in part by grants in the Sheriff's Office and ARPA funds); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Greg Ellingson presents
Tracey Ferguson comments
R. Foster comments
J. Crane comments

B. LIBRARY - Dora Mitchell

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

Motion: Adopt **RESOLUTION No. 25-9034** to Authorize the Plumas County Librarian to Execute the "Libraries as Literacy Centers: Strengthening Libraries' Capacity to Meet Local Literacy Needs" Grant Funding Agreement; in the amount of $65,000.00 over three years (General Fund Impact) positive impact; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll call vote**, **Action:** Approve, **Moved by** None, **Seconded by** None.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Dora Mitchell presents
Supervisor Hall comments
Janet C. comments
Sheriff Johns comments

C. HUMAN RESOURCES - Sara James

1) Request to review and approve proposal for County Wide salary study; proposed work to be completed by December 2025; not to exceed $154,000.00; (General Fund Impact) as requested in (FY25/26) budget (HR 20035 / Professional Services 521900); discussion and possible action.

Motion: Request to review and approve proposal for County Wide salary study; proposed work to be completed by December 2025; not to exceed $154,000.00; (General Fund Impact) as requested in (FY25/26) budget (HR 20035 / Professional Services 521900); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sara James presents
Ms. Howard comments
Rick F. comments

Jane Braxton-Little comments
Janet C. comments
Linda M. comments
County Counsel comments
Supervisor McGowan comments
Chandler P. comments

D. PUBLIC WORKS/ROAD - Rob Thorman

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

Motion: Adopt **RESOLUTION No. 25-9035** Approving the Appointment of an Authorized Agent in Regard to the Agreement between Plumas County Public Works (PCPW) and Pacific Gas and Electric, Inc. (PG&E) to act as the official agent of the County in all matters pertaining to PG&E - Electric Rule 20.; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Rob Thorman presents
Rick F. comments
Supervisor McGowan comments

E. SOLID WASTE - Rob Thorman

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

Motion: PUBLIC HEARING: Adopt **RESOLUTION No. 25-9036** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 1 Operated by Feather River Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sean Graham presents
Supervisor Engel comments
Supervisor McGowan comments
Chair Goss comments
Rick F. comments
Supervisor Hall comments
Public comment
Tracey Ferguson comments

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

Motion: PUBLIC HEARING: Adopt **RESOLUTION No. 25-9037** Establishing a Revised Fee Schedule for Collection and Related Solid Waste Services for Franchise Service Area 2 Operated by InterMountain Disposal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sean Graham presents
Public comment
Supervisor Hall comments
Linda M. comments
Supervisor Engel comments

4. BOARD OF SUPERVISORS

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

THIS ITEM WAS PULLED AT THE REQUEST OF THE CHAIR

5 MINUTE BREAK REQUESTED BY THE CHAIR

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

Motion: Intend to appoint Chad Hermann. The Board will not open interviews and will take no other applicants. Information and determination regarding the appointment of a new Sheriff due to retirement; Board to choose the methodology in which the appointment will be made; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.
Vote: Motion Passed by split vote (**summary:** Yes = 3 No = 2).
Yes: Supervisor - District 2, Chair Goss, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
No: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan.
County Counsel comments
Chair Goss comments and reads Letters of Support for Undersheriff Hermann
Sheriff Johns comments
Mr. Beatley comments
Supervisor Hall comments
Supervisor Engel comments
Supervisor McGowan comments
Supervisor Ceresola comments

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

THIS WAS AN INFORMATIONAL ITEM. NO ACTION WAS TAKEN.
Supervisor Hall comments
Chair Goss comments
Janet C. comments
Martee Nieman comments
Sheriff Johns comments
Supervisor Engel comments

D. APPOINTMENTS

1) Appoint Matthew West to the Feather River Resource Conservation District Board of Directors, as recommended; discussion and possible action.

Motion: Appoint Matthew West to the Feather River Resource Conservation District Board of Directors, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

2) Appoint Rick Foster to the Plumas County Planning Commission, representing District 2, as recommended; discussion and possible action.

Motion: Appoint Rick Foster to the Plumas County Planning Commission, representing District 2, as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2, Chair Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

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

THIS ITEM WILL BE DISCUSSED ON JULY 8, 2025.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation - Chief Probation Officer

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

C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

D. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivisions (d)(2) & (e)(4) of Government Code §54956.9 (1 case)

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

E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 (Workers Compensation Case No. TICA-600262)

F. Conference with Legal Counsel: Claim Against the County, filed by Hale, Elizabeth, received June 20, 2025

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the following reportable actions were taken during the closed session.
Items A-D (No Reportable Action)
Item E (Accept the Workers' Comp Claim)
Item F (Claim approved for payment)

6. ADJOURNMENT

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

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 8, 2025

STANDING ORDERS

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Sheriff Johns led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that Item 4. D.1, 6. D-E, and 2. F.2 be removed from the agenda.
Chair Goss thanks Sheriff Johns for his service and congratulates him on his retirement.
District Attorney Hollister thanks Sheriff Johns for his service to Plumas County.
Supervisor Engel thanks Sheriff Johns.
Deputy Chandler Peay congratulates Sheriff Johns for his service and retirement.
Supervisor Hall thanks Sheriff Johns for his service and retirement.
Jackie M. thanks Sheriff Johns for his service and retirement.

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.

J. Crane commented on the acoustics in the boardroom.
D. Hopkins commented on the Strategic Plan.
J. Threet commented on the COVID-19 vaccinations.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

District Attorney Hollister updated the Board on the recent arrest in the County during July 4th weekend.
Sheriff Johns thanks the Board for their kind comments, speaks to the events that happened in Plumas County over the 4th of July were busy. Thanks Probation and Victim Witness for their assistance over the weekend, as well as Hannah Hays from HR is working hard to process applications for the Sheriff's Department.
Willow V.(AG Commissioner) updates the Board on recently becoming certified to do grasshopper surveys.
Tracey F. (Planning Director) updates the Board on grants that she is working on, recognizes businesses in Plumas County.

ACTION AGENDA

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

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

The Board received an update from Clint Koble on the Plumas County Business and Economic Development.

2. CONSENT AGENDA

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

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

A. HUMAN RESOURCES

1) Approve and authorize chair to sign amendment no. one to agreement between Plumas County Human Resources and UBEO to include a document that was inadvertently left out of the original agreement; (No General Fund Impact); approved as to form by County Counsel.

B. DISTRICT ATTORNEY

1) Approve and authorize District Attorney's Office to recruit and fill, funded and allocated, vacant 1.0 FTE Legal Secretary; due to retirement (No General Fund Impact) as approved in the FY 24/25 adopted budget.

C. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Got Power, Inc., to provide generator backup maintenance; effective June 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY24/25 and FY25/26 recommended budgets 70331 / 520907 (AB443 / EQUIPMENT MAINTENANCE); approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Berry Enterprises D.B.A., Sierra Electronics; effective 01/01/2025; not to exceed $350,000.00; No General Fund Impact as approved in FY 25/26, AB443, Rural and Small County Law Enforcement funding (70331 / 520907); approved as to form by County Counsel.

D. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Cascade Software Systems, Inc for Maintenance and Systems Services Cost Accounting System; effective July 1, 2025; not to exceed $40,000; (No General Fund Impact) Road funds; approved as to form by County Counsel.

E. PROBATION

1) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Probation Department and Shasta Treatment Associates to provide a Sex Offender Management Program for juveniles and adults; effective July 1, 2025; not to exceed $8,000.00; No General Fund Impact, agreement to be paid for out of several Probation state grants; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and BI Incorporated, a Colorado Subsidiary of the GEO Group Inc (GEO), DBA in California as BI Correctional Services Incorporated, a Colorado Corporation for electronic monitoring services; effective July 1, 2025; not to exceed $49,000.00; No General Fund Impact, agreement will be paid out of State funded Probation grants; approved as to form by County Counsel.

F. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign first amendment to the agreement between Plumas County Behavioral Health and Joseph Schad, DO, for a business name change to Peak Medical, a professional corporation; Federal and State Funding; approved as to form by County Counsel.

2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and County of Butte Department of Behavioral Health for a DUI program; effective date of execution; MOU is non-financial. This MOU has not been approved by County Counsel; discussion and possible action.

THIS ITEM WAS PULLED AT THE REQUEST OF COUNTY COUNSEL

G. CLERK OF THE BOARD

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

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Beckwourth CSA to pay Automation Electric, Inc. a non-contract invoice in the amount of $1,177.53; (No General Fund Impact); discussion and possible action.

Motion: Approve and authorize Beckwourth CSA to pay Automation Electric, Inc. a non-contract invoice in the amount of $1,177.53; (No General Fund Impact); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Rob Thorman presents
Supervisor Engel comments
Plumas Sun comments

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. ELECTIONS - Marcy DeMartile

1) Adopt a **RESOLUTION** of the Plumas County Board of Supervisors approving Agreement 24G27132 between the County of Plumas and the Secretary of State under the terms of the Help America Vote Act (HAVA) and approve and ratify the Board Chair's signature on Agreement 24G27132; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt a **RESOLUTION No. 25-9032** of the Plumas County Board of Supervisors approving Agreement 24G27132 between the County of Plumas and the Secretary of State under the terms of the Help America Vote Act (HAVA) and approve and ratify the Board Chair's signature on Agreement 24G27132; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Marcy DeMartile presents

2) Adopt **RESOLUTION** Authorizing the Plumas County Clerk, Registrar of Voters to conduct a special vote by mail election on November 4, 2025, to fill the unexpired term created by resignation of Trustee Area #5 to the Governing Boards of Plumas Office of Education and Plumas Unified School District; (General Fund Impact) as approved in FY25/26 recommended budget (20100 / various sub accounts); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9038** Authorizing the Plumas County Clerk, Registrar of Voters to conduct a special vote by mail election on November 4, 2025, to fill the unexpired term created by

resignation of Trustee Area #5 to the Governing Boards of Plumas Office of Education and Plumas Unified School District; (General Fund Impact) as approved in FY25/26 recommended budget (20100 / various sub accounts); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Marcy DeMartile presents
Supervisor Hall comments
Janet C. comments
Supervisor McGowan comments
Rick F. comments
Debbie H. comments

3) Approve and authorize Chair to sign and ratify an agreement between Plumas County Elections and election printer Pro Document Solutions, Inc.; effective June 1, 2025; not to exceed One Hundred Thousand Dollars ($100,000.00); (General Fund Impact) as approved in FY25/26 recommended budget (20100 / 520233); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign and ratify an agreement between Plumas County Elections and election printer Pro Document Solutions, Inc.; effective June 1, 2025; not to exceed One Hundred Thousand Dollars ($100,000.00); (General Fund Impact) as approved in FY25/26 recommended budget (20100 / 520233); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Marcy DeMartile presents
Plumas Sun comments

B. HUMAN RESOURCES DEPARTMENT - Sara James

1) Adopt **RESOLUTION** adopting Plumas County's Pay Schedule; General Fund impact as approved in FY 2025/2026 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9039** adopting Plumas County's Pay Schedule; General Fund impact as approved in FY 2025/2026 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sara James presents
Supervisor McGowan comments

2) A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the International Union of Operating Engineers, Local #3 - General Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the International Union of Operating Engineers, Local #3 - General Unit; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: A) Adopt **RESOLUTION No. 25-9040** ratifying the Memorandum of Understanding between Plumas County and the International Union of Operating Engineers, Local #3 - General Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the International Union of Operating Engineers, Local #3 - General Unit; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sara James presents
Rick F. comments
Plumas Sun comments
Supervisor Hall comments

3) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Michael Grant (Section 21156, Government Code); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9041** of the Board of Supervisors of the County of Plumas to approve Industrial Disability Retirement of Mr. Michael Grant (Section 21156, Government Code); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sara James presents
Rick F. comments

C. PLANNING - Tracey Ferguson

1) Pursuant to Government Code Section 51179, authorize and direct the Planning Director to submit the Plumas County Board-Adopted Ordinance No. 2025-1159 and official hazard map entitled “Plumas County – Unincorporated LRA Local Responsibility Area Fire Hazard Severity Zones as identified by the State Fire Marshal" dated January 22, 2025 with an accompanying letter to Daniel Berlant, State Fire Marshal of the State of California – Natural Resources Agency, Department of Forestry and Fire Protection (CAL FIRE), Office of the State Fire Marshal; discussion and possible action.

Motion: Pursuant to Government Code Section 51179, authorize and direct the Planning Director to submit the Plumas County Board-Adopted Ordinance No. 2025-1159 and official hazard map entitled “Plumas County – Unincorporated LRA Local Responsibility Area Fire Hazard Severity Zones as identified by the State Fire Marshal" dated January 22, 2025 with an accompanying letter to Daniel Berlant, State Fire Marshal of the State of California – Natural Resources Agency, Department of Forestry and Fire Protection (CAL FIRE), Office of the State Fire Marshal; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 2, Chair Goss.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 4, Vice-Chair Hall.
No: Supervisor - District 5 Engel.
Tracey Ferguson presents
Supervisor McGowan comments

Supervisor Engel comments
Debbie H. comments
Jackie M. comments
Supervisor Hall comments
Janet C. comments

D. AGRICULTURE/WEIGHTS & MEASURES - Willo Vieira

1) Adopt **RESOLUTION** of the Plumas County Board of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

THIS ITEM WAS PULLED AT THE REQUEST OF COUNTY COUNSEL

E. SHERIFF'S OFFICE - Todd Johns

1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas authorizing Plumas County Sheriff's Office Hiring Bonus Incentive for Correctional Officers retroactive from May 1, 2025, to June 30, 2026; **(**General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION NO. 25-9042** of the Board of Supervisors of the County of Plumas authorizing Plumas County Sheriff's Office Hiring Bonus Incentive for Correctional Officers retroactive from May 1, 2025, to June 30, 2026; **(**General Fund Impact); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Sheriff Johns presents
Supervisor McGowan comments
Plumas Sun comments
Supervisor Hall comments
Supervisor Engel comments

5. BOARD OF SUPERVISORS

A. **Informational Item Only:** The Board of Supervisors is in receipt of the 2024-2025 Plumas County Civil Grand Jury Report.

Informational item only.
Supervisor McGowan comments

B. Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Declaring Certain Property Exempt Surplus Land Under the Surplus Land Act; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 2025-9043** **with changes** of the Board of Supervisors of the County of Plumas Declaring Certain Property Exempt Surplus Land Under the Surplus Land Act; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Josh Brechtel presents
Supervisor Hall comments
County Counsel comments
Rick F. comments
Tracey Ferguson comments

C. APPOINTMENTS

1) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Airport Land Use Commission. If any member of the public is interested in serving on a County Board, Commission or Committee, please contact the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com. **MADDY ACT:** In compliance with the requirements of the Maddy Act, Government Code §54970

Notice Only.

2) Re-appointments of Airport Land Use Commission (ALUC) Commissioners (note, the expiration date of the term of office of each ALUC member shall be the first Monday in May in the year in which that member's term is to expire):

- Accept Director of Facility Services & Airports Nick Collin's Airport Land Use Commission, Airport Manager Appointee, Matthew Samuelson with Expertise in Aviation as a reappointment through May 1, 2028; discussion and possible action.

- Accept Director of Facility Services & Airports Nick Collin's Airport Land Use Commission, Airport Manager Appointee, Brendan Herbert with Expertise in Aviation as a reappointment through May 7, 2029, discussion and possible action.

Motion: Re-appointments of Airport Land Use Commission (ALUC) Commissioners (note, the expiration date of the term of office of each ALUC member shall be the first Monday in May in the year in which that member's term is to expire):

- Accept Director of Facility Services & Airports Nick Collin's Airport Land Use Commission, Airport Manager Appointee, Matthew Samuelson with Expertise in Aviation as a reappointment through May 1, 2028; discussion and possible action.

- Accept Director of Facility Services & Airports Nick Collin's Airport Land Use Commission, Airport Manager Appointee, Brendan Herbert with Expertise in Aviation as a reappointment through May 7, 2029, discussion and possible action.

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

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

6. 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 (Board Only)

C. 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

D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.
Item 6.E was pulled.
Item 6.D was discussed no reportable action taken.

7. ADJOURNMENT

Adjourned meeting to Tuesday, July 15, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 15, 2025

STANDING ORDERS

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Supervisor Engel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss has requested that item 2.E.1 be removed, and an emergent item be added as 3.C be added to the agenda.
Motioned by Supervisor Engel, seconded by Supervisor McGowan

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.

Linda M. speaks to the Board about General Fund Impact now being placed on the agenda.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (Clerk Recorder/Registrar of Voters) updates the Board that the Uniform District Election is November 4, 2025, and the filing period has started.
Nick Collin (Facilities Director) updates the Board on the ENGIE Projects at the Courthouse Annex.
Chad Hermann (Undersheriff) updates the Board, thanking the facilities department for their work around the Sheriff's Department.
Sara James (Interim Human Resources) updates the Board on things that are happening in Human Resources
Zach Gately (Grants Manager) updates the Board on the Strategic Plan workshop happening on July 16, 2025, at the Public Works conference room.

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)

The Board received a presentation from Plumas County Tourism.
Rick F. comments
County Counsel comments
Supervisor Hall comments
Chair Goss comments
Sharon Roberts comments
Supervisor McGowan comments

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

The Board received a presentation from the Fire Safe Council.

2. CONSENT AGENDA

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

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

A. 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.**

Motion: Adopt **RESOLUTION No. 9044** 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.** , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

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**

THIS ITEM WAS PULLED AT THE REQUEST OF THE SOCIAL SERVICES DEPARTMENT

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

The Board received a presentation from the Behavioral Health Director.
Supervisor McGowan comments
Supervisor Hall comments
Linda M. comments
Rick F. comments

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.

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

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**

Motion: 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**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.
Kyle Hardee presents
Supervisor Hall comments

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.

Tracey Ferguson (Planning Director) is present and addresses the Board with an overview of the matter before them.
The Chair opens the public hearing. There being no further comment, the hearing is closed.

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

The title of the Ordinance is read and continued to August 5, 2025 for adoption.
Tracey Ferguson presents
There were no public comments heard during this hearing.
Supervisor Hall comments
Supervisor Engel comments
Supervisor McGowan comments

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.

The Board received a presentation on the Plumas County 2024-2029 Housing Element Update.

Tracey Ferguson presents
Supervisor Hall comments
Supervisor Engel comments
Plumas Sun comments
Supervisor Ceresola comments
Linda M. comments
Nick Collin comments

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

Reported by Supervisor Hall regarding matters related to County Government and included attending Budget Meetings, and RCRC 7/17/25

Reported by Supervisor Goss regarding matters related to County Government and included attending Budget Meetings.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending Water Board Meetings, Fire Protection Meetings.

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.

Motion: 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:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

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)

Chair Goss reported there was no reportable action taken during closed session.

6. ADJOURNMENT

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

Board of Supervisors

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

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JULY 16, 2025

STANDING ORDERS

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Tracey Ferguson led the Pledge of Allegiance.

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.

There were 0 public comments received electronically prior to the meeting, and 0 during the meeting in person and on zoom.

ACTION AGENDA

1. BOARD OF SUPERVISORS

A. Strategic Planning Workshop, moderated by Galen Ellis, with Ellis Planning Associates; discussion and possible direction to staff.

The Board started the Strategic Planning Workshop.

B. Break for Lunch (12:00pm-12:30pm)

C. Return to workshop

2. ADJOURNMENT

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

PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jennifer Langston, Chief Code Enforcement Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025

Background and Discussion:
Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas

Action:

Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:
1. Towing Braun Enterprises

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1 day of August 2025, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises (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 ten thousand and 00/100 Dollars ($10,000.00).

3. Term. The term of this agreement shall be from August 1, 2025, through July 31, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2025, to date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.

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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.

c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars ($500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.

d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - $50,000, Class B - $150,000 and Class C or above - $200,000 each loss.

e. 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.

f. 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.

g. 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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. CONTRACTOR represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Michael Coelho (Building Services Director)

Contractor:

Jeanette Braun, a sole proprietor
Dba Braun Enterprises
318 Ann Street
P.O. Box 82
Greenville, CA 95947

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

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

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-

programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

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

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

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

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

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

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

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

CONTRACTOR:

Jeanette Braun, a sole proprietor
Dba Braun Enterprises

By: _____
Name: Jeanette Braun
Title: Sole proprietor
Date signed:

COUNTY:

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

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

ATTEST

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

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530)308-0778 or (530)308-0779, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE INDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."

B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROTERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at $500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to the Vehicle Dismantler Service Contract Holder (currently Axles Boneyard) at [address] for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrap-yard or automobile dismantler's an additional towing fee will not be paid.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely

drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

1) Case Number Assigned by County's Code Enforcement.

2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.

3) Name or employee number of tow truck driver who performed the abatement.

4) Name, address and phone number of person, if available, whose vehicle was towed.

5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.

6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.

7) Location to which the vehicle was towed.

8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on fill and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guise, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due

to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow..... (This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	$250.00 hour
Motorhomes, RV's, trailers, and boat tow.....	$500.00 hour
Large farm equipment (requiring Class D truck)	$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate

Individual Tires	$3.00 each
Individual Tires mounted on rims/wheels.....	$10.00 each
Field Equipment Usage.....	$150.00 hour
Scrap/recycling materials (piece of equipment needed i.e. loader or skid steer)	2 hour minimum
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility(other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jennifer Langston, Chief Code Enforcement Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.

Background and Discussion:
Annual dismantling service contract for the Abandoned Vehicle Abatement Program within the County of Plumas

Action:

Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Jeanette Braun, a Sole Proprietor, dba Braun Enterprises, for the Vehicle Abatement Services Dismantling Contract; effective August 1, 2025

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:
1. Dismantling Braun Enterprises

PLUMAS COUNTY SERVICE
AUTHORITY FOR THE ABATEMENT
OF ABANDONED VEHICLES

DISMANTLING

SERVICE AGREEMENT AND CONTRACT

This agreement and contract made and entered into this 1 day of August, 2025, by and between the County of Plumas, a political subdivision of the State of California ("County") and Jeanette Braun, a sole proprietor, dba Braun Enterprises, ("Contractor").

This agreement is made with reference to the following facts and purposes:

Whereas, the County wishes to secure the services of Operator for its abatement program; and

Whereas, the County desires to contract with CONTRACTOR to provide these services: Vehicle dismantling.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, AND THE FOLLOWING MUTUAL PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

PLUMAS COUNTY

VEHICLE DISMANTLER SERVICE AGREEMENT AND CONTRACT

1. This Vehicle Dismantler Service Agreement and Contract contains rules and regulations that a company agrees to comply with in order to participate in the County of Plumas. Participation in the Abandoned Vehicles Program is voluntary. Compliance with all of the terms and conditions of the Agreement and Contract is mandatory for participating dismantling companies. An operator, by contracting to participate in the program, establishes a contractual relationship with the County to provide services as an independent contractor and is not acting as an officer, agent or employee of the County, the County of Plumas or the City of Portola when performing services under the Contract.

2. TERM

   This agreement is effective August 1, 2025, and shall continue in effect until July 31, 2026, unless terminated earlier as provided herein. The governing board of the County hereby approves and ratifies this agreement as of the effective date of August 1, 2025, and hereby approves for payment the services shown in the attached Exhibit "A"

3. SERVICE DISTRICTS

   A. The County shall establish service districts for dismantlers reasonably compatible with the geographical area tow districts established for tow service operators participating in the Abandoned Vehicle Abatement program. The County shall determine the dismantler to be utilized by each tow district based upon the alignment of dismantler service districts and tow service districts, as well as enrollment periods, reasonable rates, and any applicable addendum.

   B. Exceptions to compliance with the Contract shall not be authorized by verbal agreement. Any exception shall be documented as an addendum to the Contract and shall require County approval prior to implementation.

   C. A dismantler shall have a business office and maintain a storage facility within the service district.

D. Within each dismantler service district, tow districts will be allocated to approximate a relatively even distribution of vehicles for disposal to each dismantler.

1. The County shall only direct disposal of large commercial vehicles, oversize vehicles, recreational vehicles and similar large vehicles to operators having the means to dispose of such vehicles who have indicated an interest in disposing of them.

E. Nothing in the Contract shall prohibit a County agent from directing a specific vehicle to a specific dismantler when, in their opinion, the necessary dismantling services are not available from the dismantler assigned to the respective tow district.

4. DISMANTLING OPERATORS

A. Operators applying for a dismantler listing shall hold all licensing and authorizations to conduct business as a vehicle dismantler as required pursuant to Division 5, Occupational Licensing and Business Regulations, Sections 11500-11541, of the Vehicle Code and any other applicable Vehicle Code sections.

B. Ownership status of the dismantling business will be confirmed by the County prior to final approval of the Contract.

C. An operator's place of business shall have a sign that clearly identifies it to the public as a dismantling service. The sign shall have letters that are clearly visible to the public from the street.

D. Business hours shall be posted in plain view to the public. Offices staffed with only one employee may be closed for one hour at lunch. A sign shall be posted with the reason for any closure during normal business hours and shall have a phone number where a request will result in a reasonable response to release property. The response time during normal business hours shall not exceed ninety (90) minutes.

For the purpose of the Contract, "normal business hours" shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year's Day, Presidents' Day, Martin Luther King Day, Labor Day, Columbus Day, Memorial Day, Juneteenth, Independence Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.

5. BUSINESS RECORDS

A. The operator shall maintain records of all dismantler services furnished the County. The records will be maintained at the operator's primary place of business.

B. At the operator primary office, they shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities local operating authorities, lien sale actions, and non-County dismantling.

C. The County may inspect all operator records without notice during normal business hours. Plumas

County or City of Portola audit authorities or private auditors or audit firms employed by the County. County or City, may inspect operator records without notice during normal business hours in the furtherance of required annual audits of the County.

D. Operators shall permit the County and its authorized agents to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. A receipt will be provided the operator for any (original) record removed from the place of business.

E. Records shall be maintained and available for inspection for a period of three (3) years plus the current term of any active service agreement and contract.

F. Failure of the operator to comply with the inspection requirements shall be cause for suspension.

6. INVOICES AND BILLING

A. Invoices shall be prepared for all services provided at the request of the County. Invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.

B. Separate invoices shall be made for each vehicle dismantled under County direction, except where multiple vehicles are removed from a single address, a single parcel, or adjoining parcels under common ownership and the vehicles have common ownership.

C. At least one (1) copy of each County service invoice shall be retained in the operator's business records. Two (2) copies of each such invoice shall be submitted to the County for billing for each service.

7. FINANCIAL INTEREST

A. No dismantler operator or applicant shall be directly involved in the dismantling related business of any other operator providing services to the County within Plumas County or the City of Portola unless each operator has independently executed an application, service agreement and contract to provide services to the County.

B. The sale or transfer of the controlling interest in a company shall immediately terminate the Service Agreement and Contract. A new owner may apply and enter into a Service Agreement and Contract to provide abandoned vehicle dismantling services to the County at any time.

C. A terminated or suspended operator, and/or the dismantling business owner at the time of suspension or termination, shall not be eligible for any County business for the duration of the suspension or termination. This provision applies to the operator working in any capacity within any dismantling business or operating any dismantling business, and to the dismantling business, even if operated under new ownership.

8. RESPONSE TO SERVICE NEEDS

A. The operator shall be available to accept vehicles between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays, and on weekends when provided twenty-four (24) prior notice by the County. The operator shall advise the County, in advance, of any time they will be unavailable, as specified, to accept a vehicle. The operator shall not refer any vehicles to other dismantlers.

A failure to accept a vehicle for dismantling at County direction shall constitute failure to comply with the terms and conditions of this Service Agreement and Contract.

9. STORAGE FACILITY

A. Operators shall maintain a place of secure storage, as further specified herein, for the storage of removed vehicles awaiting dismantling which has been delayed pursuant to legal intervention. Where such storage is at County direction a reasonable rate for such storage may be billed to the County.

B. The operator shall be responsible for the security of removed vehicles, and any property contained therein, until lawful disposal. At a minimum, a fenced or enclosed secured area shall be provided for storage. The operator is responsible for the reasonable care, custody, control and disposal, as provided by law, of any property contained in dismantled vehicles.

1. The operator shall maintain records of all such personal property disposal as required by law.

2. The operator shall release personal property from a vehicle removed at County direction at the request of the vehicle's registered owner or agent during normal business hours. Property releases at other times shall be at the discretion of the operator and may be subject to after-hours release fees charged to the vehicle owner or his agent obtaining the property after hours.

3. Personal property is considered to be items which are not affixed to, or a part of, the vehicle.

C. The primary storage facility shall normally be at the same location as the business address. Personal property shall be released at the primary storage facility or place of business upon request of the vehicle owner or a person having a legal entitlement to the property.

1. Prior to the utilization of new storage facilities that were not listed on the application for a County listing, the operator shall furnish the address to the County and obtain County approval prior to use of the new facility for County storage.

2. The release of vehicles removed under direction of the County, prior to dismantling, shall be pursuant only to County written authorization or the order, properly served, of a competent court.

10. RATES

A. Fees charged for services provided the County shall be reasonable and not in excess of those rates charged for similar serviced provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The Operator shall submit retail rates to the County for services originating during normal business hours and for services, such as property releases, originating after business hours. The County shall determine the validity and reasonableness of the submitted rates.

    a. Validity will be based upon factors such as: telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate exceeding the lesser of an operator's usual customary retail rate quoted over the phone or posted in the company office will be considered invalid and will not be accepted.

    b. Reasonableness shall be determined as compared to other rates. An operator who submits a rate that is determined to be excessive shall be allowed to re-submit rates only once.

2. The charge for after-hours release shall be no more than one and one-half times the hourly rate, and shall only be allowed on weekends, holidays, and outside normal business hours.

3. Fees for Special Operations

    a. For County directed dismantling of unique or problematic vehicles requiring uncommon disposal methods, the operator shall, at the direction of the County, submit fee proposals for such vehicle dismantling and any special processing requirements. Fees shall be reasonable, reflective of actual costs of the service and consistent with fees imposed by other operators for similar operations within the industry.

    b. The County shall determine the reasonableness of the fee proposals based on the aggregate of information submitted and cost reports for similar services available for comparison.

    c. If an operator performs a requested service for which a required rate was not submitted and approved by the County, the operator shall only be entitled to charge for the actual cost of that service plus 10 percent.

B. Rate requirements represent the maximum an operator may charge for a County response. An operator is not precluded from charging less when deemed appropriate by the operator. These requirements shall not be construed as requiring a charge if an operator would not normally charge for such service.

C. No operator or employee shall refer to any rate as required or set by the County.

D. Payments For Vehicles

1. During any periods where the operator is paying the public for vehicles for salvage, payments for vehicles delivered for disposal at County direction shall be made directly to the County. Said payments shall be accompanied by invoices showing the payment. Such invoices shall be itemized and shall, at a minimum, include a physical description of each vehicle (make, model, color, and year, if known) inclusive of a unique identification number (license, VIN, engine number, etc.) if available. Each invoice shall also include the nature of service, disposition of the vehicle and a copy of the Dismantler's Certificate, if issued.

2. Each payment received by the County shall be credited against the cost of abating the involved vehicle and deposited in the County revenue account.

    a. Where appeal or other process relieves the vehicle or property owner of responsibility for the cost of said abatement, the County shall issue payment received to the vehicle's owner.

E. The schedule of all rates and fees deemed reasonable and approved by the County shall be included as an addendum to, and be a part of, this Agreement and Contract

11. COLLUSION

A. An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other dismantler, tow operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the County.

B. A finding by the County that any operator or applicant has been involved in collusion shall be cause for denial of an application or immediate termination of the operator's Agreement and Contract. Any operator or applicant found to be involved in any act, or attempted act of collusion, shall be disqualified from participation in any County Agreement and Contract for the current term, plus four years.

12. INSURANCE

A. The operator shall maintain the following minimum levels of insurance from an insurance carrier admitted in California, or admitted in the state in which the operator's business is located, and is authorized to do business in California:

1. Garage Liability - Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than $500,000.

2. Garage Keeper's Liability - Coverage for vehicles and property in the care, custody, and control of the operator with a combined limit of not less than $100,000.

3. Worker's Compensation - Shall meet all applicable requirements of the laws of the State of California.

4. Liability insurance policies shall contain provisions specifying that:

    a. The County, the County of Plumas, and the City of Portola shall be designated as additional insured as regards operations of the named insured under this Agreement and Contract: and

    b. Any insurance maintained by the County, the County of Plumas and the City of Portola shall apply in excess of, and not contribute with, insurance provided pursuant to this Agreement and Contract; and

    c. The insurer agrees to waive all rights of subrogation against the County, the County of Plumas

and the City of Portola, their officers and employees for losses arising from work performed by the named insured for the County.

B. Proof of insurance shall be in the form of a certificate(s) of insurance. Certificates must be provided to the County prior to the effective date of this Agreement and Contract. If requested by County in writing, the Operator shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. 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

C. The operator's insurance policy shall provide for not less than 30 days written notice to the County in the event the insurance policy is canceled, limited, is due to expire or is non-renewed.

D. Failure of the operator to maintain the minimum insurance requirements set forth in the Agreement and Contract shall be cause for immediate termination of said Agreement and Contract.

E. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.

13. DEMEANOR AND CONDUCT

A. While involved in County dismantler operations or related business, the dismantler operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following.

1. Rude or discourteous behavior.

2. Lack of service, selective service, or refusal to provide service which the operator is/should be capable of performing.

3. Exhibiting any objective symptoms of alcohol and/or drug use.

4. All County dismantler complaints received by the County against a dismantler or dismantler's employees will be accepted and investigated in a fair and impartial manner. The operator will be notified of the results of any investigation.

a. Should a complaint involve any potential criminal charges, the County will refer the issue and investigation to the law enforcement agency having primary jurisdiction over the potential criminal matter and provide all reasonable support and cooperation to the investigating agency during the investigation and any prosecution which may subsequently occur.

14. COMPLIANCE WITH LAW

A. The dismantler and employees shall, at all times, comply with federal, state and local laws and ordinances.

1. Any violation of law resulting in disciplinary action against an operator or employee by the

Department of Motor Vehicles may be cause for suspension or termination, at the discretion of the County, of the operator's Agreement and Contract.

2. The provisions contained in Section 13, Demeanor and Conduct. do not preclude the County from initiating appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law will be referred to the law enforcement agency with primary jurisdiction.

3. Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the dismantling business, stolen or embezzled property, a crime of violence, a drug-related offense, or moral turpitude while involved in County business shall be cause for immediate removal of the dismantler as an authorized County dismantler, denial of operator application, or immediate termination of the Agreement and Contract.

   a. An operator or employee arrested/charged for a violation involving any of the above crimes may be suspended until the case is adjudicated.

   b. Where the crime involves only an employee, action against the dismantler will be effective for the duration of the convicted employee's employment.

15. COMPLIANCE WITH THE AGREEMENT AND CONTRACT

A. The operator agrees, as a condition of inclusion on the list of County dismantling providers, to comply with all terms and conditions of the Agreement and Contract. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions may be cause for suspension, or termination from the County provider list.

B. Alleged violations of the Agreement and Contract will be investigated by the Plumas County Code Enforcement Office. The operator will be notified of the findings within 30 calendar days of the conclusion of the investigation.

16. DISCIPLINARY ACTION

A. The County shall take disciplinary action against operators for violations investigated and confirmed or sustained. Unless otherwise noted, the County shall determine the period of suspension. The County shall retain discretion regarding the length of any suspension imposed pursuant to the terms and conditions of this Agreement and Contract.

   1. Records of confirmed or sustained violations shall be retained by the County for at least 36 months.

   2. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension or immediate termination of the Agreement and Contract. Any suspension will remain in effect until the period of suspension designated by the County is completed. A mandatory condition of reinstatement of any operator suspended or terminated for this violation shall be proof, presented to the County, of reimbursement to the aggrieved customer(s).

   3. County personnel shall not be offered gratuities and requests for gratuities shall not be honored by

tow company operators, employees, or associates of the company. A violation of this section shall be cause for immediate suspension or termination.

4. Failure of the operator to satisfy a court order mandating reimbursement to the vehicle or property owner for damage or loss which occurred while the vehicle was in the operator's custody will result in a suspension. The suspension will remain in effect until the period of suspension is completed and the operator has presented proof of the reimbursement.

5. Failure of the operator or employee to comply with Section 13, Demeanor and Conduct, and/or Section 14, Compliance with Law, may be cause for suspension if deemed appropriate by the County.

17. TERMS OF DISCIPLINARY ACTION

A. Except as specifically stated in the Agreement and Contract, minor violations of the terms and conditions of the Agreement and Contract may be cause for disciplinary action in the following manner:

1. First violation within a 12 month period - written notice of violation

2. Second violation within a 12 month period - 1 to 30 day suspension

3. Third violation within a 12 month period - 30 to 90 day suspension.

4. Fourth violation within a 12 month period - termination of the Agreement and Contract.

B. Violations of the terms and conditions of the Agreement and Contract that are subject to suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

1. When considering punitive action for a major violation of the Agreement and Contract, the County may take into consideration all major and minor violations that occurred within 36 months prior to the date of the current violation.

C. Termination shall be invoked at any time the County determines that continued participation in the Abatement Program by the affected dismantler may result in a hazard to public safety and/or welfare, or the operator has been convicted of an offense set forth in section 14-A-3.

D. Nothing herein shall be deemed to prohibit the County from immediately suspending any operator or employee whose conduct, in the opinion of the County, is deemed to be a danger to the public or who has engaged in conduct constituting a flagrant violation of the Agreement and Contract.

18. APPEAL AND HEARING

A. In the event the County notifies the operator of disciplinary action, the operator may appeal by requesting a hearing within seven (7) calendar days of such notice by submitting a written request to the County. If a hearing is requested, it shall be held as soon as practicable. The hearing shall be conducted by the County Board of Directors, and the operator shall be entitled to present all relevant facts and circumstances in support of the operator's position. The operator shall be further entitled to present testimony of at least one qualified person. The operator shall be notified in writing of the Board's decision(s) within ten (10) business days of the date of completion of the hearing.

1. A disciplinary action shall not take effect until the appeal process has been exhausted, with the exception of operators whose conduct is deemed to be a danger to the public or who continue to violate the terms and conditions of this Agreement and Contract. If an operator fails to request a hearing within the specified time or fails to appear at a scheduled hearing, the action initiated by the County shall be final and the disciplinary action shall take effect upon written notification to the operator.

19. AGREEMENT AND CONTRACT REVIEW

A. The purpose of this section is to provide a process for a review of the terms and conditions of the Agreement and Contract in the event that there is a legitimate and substantial change in conditions or law affecting the majority of the operators having executed such Agreement and Contract with the County.

B. Requests for review may be initiated by operators, shall be submitted in writing, and shall set forth the factual circumstances, law, or conditions upon which the request is based. Requests for Review shall be evaluated by the County staff and/or legal counsel. If cause is determined to exist, recommendations for modification of current and future Agreement and Contracts will be presented to the Board of Directors for review, approval and implementation.

1. Subsequent to any modifications of the Agreement and Contract approved by the Board, addendums will be distributed to affected operators effectively altering the terms of such Agreement and Contracts.

2. An operator may elect to decline the alteration of their Agreement and Contract by this process, in which case such Agreement and Contract shall immediately be terminated.

3. Alterations resulting from a review shall be applicable only to operators affected by the factual circumstances, law, or conditions which necessitate the alteration.

4. A review, when granted, will not automatically authorize a change in the terms and conditions of the Agreement and Contract.

20. ADVERTISING

The operator shall not display any sign or engage in any advertisement indicating an official or unofficial connection with the County, the County of Plumas or the City of Portola.

21. TERMINATION

This Agreement and Contract may be terminated immediately and without cause by either party by giving written notice to the other party.

22. MISCELLANEOUS PROVISIONS

A. Assignment. The rights and duties established by this Agreement and Contract are not assignable by either party, in whole or in part, without the prior written consent of the other party.

B. Alteration. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

C. Controlling Law. This Agreement and Contract shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.

D. Notices. Any notice required or permitted by this Agreement and Contract shall be given by United States Mail, postage prepaid, to the following addresses, unless a party gives notice of a new address:

County:
Planning & Building Services
Attn: Code Enforcement Officer
555 Main Street
Quincy, CA 95971

Operator:
Jeanette Braun, a sole proprietor
dba Braun Enterprises
318 Ann Street, P.O. Box 82
Greenville, CA 95947

E. Entire Agreement. This Agreement and Contract constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement and Contract.

F. Severability. If any provisions of this Agreement and Contract are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement and Contract or render it meaningless, the Agreement and Contract shall be deemed canceled.

G. Independent Contractor. Operator is an independent contractor and no employment relationship between Operator and County is created by this Agreement and Contract. This Agreement and Contract is not an agency agreement, and Operator is not the agent of Services Authority for any purpose whatsoever. Operator is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of. County, or to bind County in any manner or thing whatsoever. No employee or independent contractor of Operator shall become an employee or agent of County by virtue of this Agreement and Contact or the services performed hereunder.

H. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), the County, County of Plumas, and City of Portola shall not be liable for, and Operator shall defend and indemnify County, County of Plumas, and City of Portola, and their respective officers, agents, employees, and volunteers (collectively "Authority 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 Operator 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 Authority Parties. Operator shall have no obligation, however, to defend or indemnify Authority 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 Authority Parties.

I. 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.

J. 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.

23. OPERATOR APPROVAL

I certify that all employees operating under this County Agreement and Contract are qualified and competent. I further certify that I have read and understand this Agreement and Contract and agree to abide by all the provisions.

CONTRACTOR:

Jeanette Braun, a sole proprietor
Dba Braun Enterprises

By: _____
Name: Jeanette Braun
Title: Sole Proprietor
Date signed:

COUNTY:

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

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

ATTEST

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

Exhibit "A"

Dismantling and disposing of motorhomes, RV's, trailers, and boats ..... $55 per foot

Individual Tires ..... $3.00 each

Individual Tires mounted on rims/wheels ..... $10.00 each

Miscellaneous scrap/recyclable material ..... NO CHARGE

PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jennifer Langston, Chief Code Enforcement Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025; not to exceed $10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign ratify an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025

Background and Discussion:
Annual towing service contract for the Abandoned Vehicle Abatement Program within the County of Plumas

Action:

Approve and authorize Chair to sign and ratify an agreement between Plumas County Code Enforcement and Quincy Tow Service & Repair, a California Corporation, for the Vehicle Abatement Services Towing Contract; effective August 1, 2025

Fiscal Impact:

No General Fund Impact. Funds are generated from DMV registration fees.

Attachments:
1. Towing Quincy Tow

Agreement for Vehicle Abatement Services

This Agreement is made for the Abatement of Abandoned Vehicles, and entered this 1 day of August 2025, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, (hereinafter referred to as "County"), and Quincy Tow Service & Repair, a California Corporation (hereinafter referred to as "Contractor").
The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ten thousand and 00/100 Dollars ($10,000.00).

3. Term. The term of this agreement shall be from August 1, 2025, through July 31, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from August 1, 2025, to date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.

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. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.

c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars ($500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.

d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - $50,000, Class B - $150,000 and Class C or above - $200,000 each loss.

e. 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.

f. 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.

g. 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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. CONTRACTOR represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Code Enforcement
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Michael Coelho (Building Services Director)

Contractor:

Quincy Tow & Service & Repair
180 Nugget Lane
Quincy, CA 95971
Attention: Brian Wood or Doreen Wood

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

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

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-

programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

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

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

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

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

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

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

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

CONTRACTOR:

Quincy Tow Service & Repair,
a California Corporation

By: _____
Name: Brian Wood
Title: President
Date signed: 7-11-25

By: _____
Name: Doreen Wood
Title: Secretary
Date signed: 7-10-25

COUNTY:

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

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

ATTEST

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530)283-1162, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposed) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE INDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S reasonability.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."

B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

4. DISPOSITION OF VEHICLES

A. VEHICLES TOWED FROM PRIVATE PROTERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at $500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to the Vehicle Dismantler Service Contract Holder (currently Axles Boneyard) at [address] for processing as scrap, or for sale of parts or recycling of parts. If the vehicle is taken to another licensed scrap-yard or automobile dismantler's an additional towing fee will not be paid.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely

drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

1) Case Number Assigned by County's Code Enforcement.

2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.

3) Name or employee number of tow truck driver who performed the abatement.

4) Name, address and phone number of person, if available, whose vehicle was towed.

5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.

6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.

7) Location to which the vehicle was towed.

8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on fill and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guise, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due

to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

9. TOW TRUCKS – REQUIRED INSPECTIONS

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor's Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor's tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

EXHIBIT B

Fee Schedule

Abated / Abandoned vehicle Tow.....	$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	$500.00 hour
Large farm equipment (requiring Class D truck)	$750 hour

Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate

Individual Tires	$3.00 each
Individual Tires mounted on rims/wheels.....	$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility(other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

PLUMAS COUNTY
OFFICE OF EMERGENCY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Travis Goings, Director of Risk Management**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Berry Enterprises D.B.A., Sierra Electronics; effective July 1, 2025; not to exceed $125,000.00; (General Fund Impact) as approved in FY25/26, preliminary recommended budget (20470 / 520900); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Berry Enterprises D.B.A., Sierra Electronics; effective July 1, 2025; not to exceed $125,000.00; (General Fund Impact) as approved in FY25/26, preliminary recommended budget (20470 / 520900); approved as to form by County Counsel.

Background and Discussion:
This is the maintenance contract for the Local Fire Departments repeater/radio system operated under OES.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Office of Emergency Services and Berry Enterprises D.B.A., Sierra Electronics; effective July 1, 2025; not to exceed $125,000.00; (General Fund Impact) as approved in FY25/26, preliminary recommended budget (20470 / 520900); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY25/26, preliminary recommended budget (20470 / 520900); approved as to form by County Counsel.

Attachments:
1. 6073 FINAL (3)

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas County Office of Emergency Services** (hereinafter referred to as "County"), and Berry Enterprises, Inc., a Nevada Corporation doing business in California as Sierra Electronics (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 Twenty-five Thousand and 00/100 Dollars ($125,000.00).

3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. 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.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

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

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Office of Emergency Services
1446 East Main Street
Quincy, California 95971
(530) 283-7438
Attention: Travis Goings Director

Contractor:
Sierra Electronics
690 East Glendale Ave, Ste 9B
Sparks, Nevada 89431
(775) 359-1121
Attention: Jarry Walton, President/General 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).

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.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Berry Enterprises, Inc., a Nevada Corporation doing business in California as Sierra Electronics
By:_____
Name: Jarry Walton
Title: CEO
Date signed:

By:_____
Name: Donna Walton
Title: Secretary
Date signed:

COUNTY:

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

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

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

To provide primary / emergency maintenance and repair for the fire repeaters and fire radio systems throughout Plumas County under the responsibility of Plumas County Office of Emergency Services. All maintenance and repair will be on a requested basis initiated by the Plumas County Office of Emergency Service and will be available seven days a week twenty-four hours a day. Response will be as soon as possible. This to include but not limited to, troubleshooting of equipment and connections, compliance, system upgrades and repairs at the individual sites or facilities associated with the needed repairs.

EXHIBIT B

Fee Schedule

Fees will be charged on a Time and materials basis as follows:

Install & travel
Standard labor rate: $80.00 per hour
Overtime rate: $120.00 per hour (Applies to work performed over 8h in a 24h period

In shop tech labor
Standard labor rate: $96.00 per hour
Overtime rate: N/A

In Field Tech Labor
Standard labor rate: $125.00 per hour
Overtime rate: $187.50 per hour (Applies to work performed over 8h in a 24h period)
Trip fee of $150.00 per trip.
Per Diem, if needed, is $225.00 per Contractor employee, per night.

All parts needed and associated costs will be quoted on an as-needed basis, as indicated in the scope of work above.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and NMS Labs, to provide laboratory testing and services; effective July 1, 2025; not to exceed $30,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 70330 / 524438 (SHERIFF / CORONER EXPENSE); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and NMS Labs, to provide laboratory testing and services; effective July 1, 2025; not to exceed $30,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 70330 / 524438 (SHERIFF / CORONER EXPENSE); approved as to form by County Counsel.

Background and Discussion:
Contract to provide the Sheriff's Office with laboratory testing and services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and NMS Labs, to provide laboratory testing and services; effective July 1, 2025; not to exceed $30,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 70330 / 524438 (SHERIFF / CORONER EXPENSE); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY25/26 preliminary recommended budget 70330 / 524438 (SHERIFF / CORONER EXPENSE)

Attachments:
1. NMS Labs 2025 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and National Medical Services, Inc., dba NMS Labs, a Pennsylvania 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 ($30,000.00).

3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2027, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 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.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

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

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

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

        i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

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

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

National Medical Services, Inc.
200 Welsh Road
Horsham, PA 19044
Attention: Tatyana Kosheleva. CFO

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

National Medical Services, Inc., dba NMS Labs, a Pennsylvania Corporation

By:_____
Name: David Delia
Title: CEO
Date signed:

By:_____
Name: Tatyana Kosheleva
Title: CFO
Date signed:

COUNTY:

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

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

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Laboratory testing and services covered by this Agreement are described in Exhibit B.

2. Testimony and Travel Costs

    a. Should the Client require NMS Labs to facilitate experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee schedule. Client is responsible for reimbursing NMS Labs for all travel expenses related to providing testimony or consultations for the Client.

    b. Under the terms of this agreement NMS Labs is NOT responsible for provided to the Client for cases that were NOT tested by NMS Labs.

3. Additional Services

    a. NMS Labs shall provide additional forms upon request of the Client for fees as outlines in NMS Labs' Expert Fee Schedule.

4. Sample Receipt

    a. Client will send samples using FedEx, Airborne, etc. adhering to guidelines detailed in the following link: http://www.nmslabs.com/sample-submission/. Samples will be sent to 200 Welsh Road, Horsham, PA 19044 so that the shipment arrives between Monday – Friday.

    b. NMS Labs is responsible for shipping services as outlined above.

5. Sample Retention/Storage

    a. Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

    Specimens handled as forensic cases are routinely retained for six (6) weeks after the final report is issued. To request extended storage for forensic specimen, a separate Specimen Retention Agreement must be executed between the parties, and pre-payment received prior to the sample retention expiration date. Failure to submit a request for extended storage with pre-payment shall be considered authorization to discard or destroy the specimen(s).

    Under the terms of this Agreement, NMS Labs will not store Client's samples that to not require testing, unless the Client agrees to pay NMS Labs a per sample fee per quarter for the storage of these samples as determined by NMS Labs.

6. Sample Returns

a. Under this Agreement, the Client does not require samples to be returned.

   In order for a Client to have samples returned, the Client will need to submit a written request. The request must include contact information, destination address, phone number, and how the samples should be returned in the request.

   The Client will be charged an additional fee for returning samples. Fees for returns may vary by sample, as does shipping.

7. Supplies

   a. NMA Labs will provide the following collection and shipping supplies for work under this Agreement:

      i. Requisition form templates in electronic Adobe PDF file format

      ii. Ancillary Collection Tubes and/or Plastic Containers

      iii. Collection Kits; kits can be provided that are specially designed for documentation, packaging, and shipment of samples for analysis.

8. Special Billing Requirements

   a. Should NMS Labs determine that the Client requires customizations to its standard billing, the Client will be charged an additional fee.

EXHIBIT B

Fee Schedule

1. NMS Labs will bill Client for services performed in accordance with this Agreement as outlined in Exhibit A & B. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided monthly and capture billing for services completed and rendered in that calendar month.

2. See Attached for Fee Schedule.

May 20, 2025

Dear Valued Client:

Thank you for your continued support of NMS Labs for your testing needs. Based upon the projected volumes, NMS is able to offer your facility discounted pricing on our services. The following tests will be discounted from NMS Labs Current List Price Fee Schedule.

Account Number(s): 10324, 10448, 10450, 14051, 40566, 40675, 40762, 40763, 40764, 40995, 40998, 41188
Price Code Number: WASH
Pricing Effective Date: 7/1/2025
Pricing Expiration Date: 6/30/2027

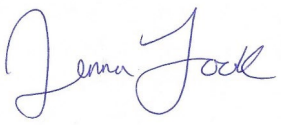
Test Code	Test Name	Current List Price	Discounted Price
0171B	Alcohol Screen, Blood	$45.00	$38.00
1002B	Carbon Monoxide Screen, Confirmation Separate Fee, Blood	$135.00	$65.00
1919FL	Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic)	$114.00	$52.00
2143B	Gabapentin, Blood	$144.00	$114.00
2693B	Metals/Metalloids Acute Poisoning Panel, Blood	$447.00	$367.00
2693U	Metals/Metalloids Acute Poisoning Panel, Urine	$447.00	$367.00
53249FL	Alcohols and Acetone Confirmation, Vitreous Fluid (Forensic)	$105.00	$85.00
8051B	Postmortem, Basic, Blood (Forensic)	$279.00	$142.00
8051FL	Postmortem, Basic, Fluid (Forensic)	$426.00	$224.00
8051SP	Postmortem, Basic, Serum/Plasma (Forensic)	$279.00	$142.00
8051TI	Postmortem, Basic, Tissue (Forensic)	$500.00	$257.00
8051U	Postmortem, Basic, Urine (Forensic)	$279.00	$142.00
8052B	Postmortem, Expanded, Blood (Forensic)	$413.00	$239.00
8052FL	Postmortem, Expanded, Fluid (Forensic)	$678.00	$353.00
8052SP	Postmortem, Expanded, Serum/Plasma (Forensic)	$413.00	$239.00
8052TI	Postmortem, Expanded, Tissue (Forensic)	$750.00	$392.00
8052U	Postmortem, Expanded, Urine (Forensic)	$413.00	$239.00
8054B	NMS TotalTox™ Panel, Blood (Forensic)	$572.00	$477.00
8083B	Postmortem, Basic w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	$361.00	$154.00
8084B	Postmortem, Expanded w/Vitreous Alcohol and 6-MAM Confirmation, Blood (Forensic)	$488.00	$249.00
8092B	Postmortem, Prescription Drugs Screen, Blood (Forensic)	$713.00	$435.00
8092FL	Postmortem, Prescription Drugs Screen, Fluid (Forensic)	$905.00	$550.00
8092SP	Postmortem, Prescription Drugs Screen, Serum/Plasma (Forensic)	$713.00	$435.00
8092TI	Postmortem, Prescription Drugs Screen, Tissue (Forensic)	$968.00	$598.00
8092U	Postmortem, Prescription Drugs Screen, Urine (Forensic)	$713.00	$435.00

8103B	Environmental Exposure Screen, Blood	$880.00	$654.00
8104B	Postmortem, Fire Death Screen, Blood (Forensic)	$494.00	$463.00
RETURN	Specimen Return/Handling	$63.00	$41.00
0420B	Betahydroxybutyric Acid, Blood	$218.00	$175.00
8180B	Postmortem, Blood Add-on for Delta-9 THC Quantitation (Forensic)	$59.00	$50.00
8181B	Postmortem, Blood Add-on for Delta-8 THC and Delta-9 THC Quantitation (Forensic)	$79.00	$70.00
8251B	Postmortem, Basic w/ Delta-9 THC Quantitation, Blood (Forensic)	$319.00	$142.00
8252B	Postmortem, Expanded w/ Delta-9 THC Quantitation, Blood (Forensic)	$457.00	$239.00

Pricing above is based upon the current contract with Washoe County Coroner's Office. In the event that their contract is cancelled for any reason, your pricing will be subject to change per your current volume for your office. All other testing ordered during this effective period will be billed at 2025 List Price Fees. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing. All samples will be retained for a period of 24 months then discarded.

If you have any questions regarding this communication, please contact me directly.

Sincerely,



Jenna Lock, Account Manager - West
445-216-9081
Jenna.Lock@nmslabs.com

cc: NMS Labs D365 Database

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Troy's Automotive to provide general automotive repairs and services; effective July 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Troy's Automotive to provide general automotive repairs and services; effective July 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets); approved as to form by County Counsel.

Background and Discussion:
Contract with the Sheriff's Office to provide general automotive repairs and services on an as-needed basis.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Troy's Automotive to provide general automotive repairs and services; effective July 1, 2025; not to exceed $9,999.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets)

Attachments:
1. Troys Automotive 2025 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Troy Holt, a sole proprietor, dba Troy's Automotive Service (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 Nine Hundred and Ninety-None Dollars ($9,999.00).

3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

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

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

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

        i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

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

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

Troy's Automotive Service
356 W. Sierra Ave.
Portola, CA 96122
Attention: Troy Holt

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

Troy Holt, a sole proprietor, dba Troy's Automotive Service

By:_____
Name: Troy Holt
Title: Owner
Date signed:

COUNTY:

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

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

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

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

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:

    a. Tune-up service

    b. Transmission service and replacement

    c. Brake service

    d. Air conditioning and heating repair and service

    e. Front and rear suspension work (wheel bearings & U-joints)

    f. Engine repair and replacement

    g. Fluid changes

    h. Alternator/starter replacement

    i. Battery sales and replacement

    j. Electrical diagnostics and repair

    k. Fuel and exhausts systems repair

    l. Power steering repair (pumps/services)

    m. Transfer case replacements

    n. Coolant flush

    o. Radiator replacement

    p. Heads & valves repair and replacement

    q. Driveshaft and axles replacement

    r. Diagnostics, including drivability and mechanical repairs

2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charges at $95.00 per hour.

2. All parts shall be provided at cost price plus 30%.

3. LOF changes shall be charges at $32.00 per hour plus parts.

4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.

5. Contractor shall be paid monthly in accordance with the terms of this exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign Shelter Services Agreement between the Regents of the University of California and the Plumas County Animal Shelter to provide grant funding in the amount of $36,000.00 to be used to retrofit existing housing at the shelter to improve the health and well-being of animals in their care; services shall be rendered from July 15, 2025 though July 14, 2026; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign Shelter Services Agreement between the Regents of the University of California and the Plumas County Animal Shelter to provide grant funding in the amount of $36,000.00 to be used to retrofit existing housing at the shelter to improve the health and well-being of animals in their care; services shall be rendered from July 15, 2025 though July 14, 2026; approved as to form by County Counsel.

Background and Discussion:
The Plumas County Animal Shelter applied for and has been awarded $36,000.00 in grant funding from the Regents of the University of California on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program in connection with the California for All Animals statewide animal shelter assistance program. The funds will be used to retrofit existing housing at the shelter to improve the health and well-being of animals in their care.

Action:

Approve and authorize Chair to sign Shelter Services Agreement between the Regents of the University of California and the Plumas County Animal Shelter to provide grant funding in the amount of $36,000.00 to be used to retrofit existing housing at the shelter to improve the health and well-being of animals in their care; services shall be rendered from July 15, 2025 though July 14, 2026; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Grant funding from the Regents of the University of California on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program in connection with the California for All Animals statewide animal shelter assistance program.

Attachments:
1. UCD Shelter Services Agreement

SHELTER SERVICES AGREEMENT

(Plumas County Animal Shelter)

THIS SHELTER SERVICES AGREEMENT (**"Agreement"**) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (**"Facility"**) and PLUMAS COUNTY ANIMAL SHELTER (**"Shelter"**) in connection with the California for All Animals statewide animal shelter assistance program (**"Program"**).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in **"Exhibit A"**, attached hereto and by this reference made a part hereof (collectively the **"Services"**). University shall reimburse Shelter for costs (**"Expenses"**) pursuant to Section 2 below and as outlined in Exhibit A. **"Deliverables"** shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

2. **Payment by University.** In consideration of Shelter's Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed $36,000 upon final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.

3. **Term.** Services shall be rendered from July 15, 2025 through July 14, 2026.

4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.

5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.

6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.

8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.

9. **Relationship of the Parties**. The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.

10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

11. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

12. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Steven Kobayashi
Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: stkobayashi@ucdavis.edu

SHELTER (regarding contracts)
Tom Froggatt
Special Operations Sergeant
Plumas County Animal Shelter
201 N Mill Creek Rd,
Quincy, CA 95971
E-mail:
TomFroggatt@countyofplumas.com

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

13. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.

14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (http://exclusions.oig.hhs.gov/search.html) and the Federal Procurement and Nonprocurement Programs (https://www.sam.gov/index.html/##11#1). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

16. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

17. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.

18. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

PLUMAS COUNTY ANIMAL SHELTER	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
By: _____ (authorized signature)	By: _____
Print name: Kevin Goss	
Title: Chair, Board of Supervisors	UC Davis
Date: _____	Date: _____

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

UCD #_____

Exhibit A

Scope of Work

1. Purpose of the work: *Plumas County Animal Shelter will retrofit existing housing at their shelter to improve the health and well-being of the animals in their care.*

2. Roles and responsibilities of each party: *Plumas County Animal Shelter will provide historical data from 2020 to 2024, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program. KSMP will support the shelter to comply with data requirements. No University Equipment will be used.*

3. Dates and times will the work be completed: *Work will be completed during the contract period of July 15, 2025 through July 14, 2026*

4. Location where work will be performed: *201 N Mill Creek Rd, Quincy, CA 95971*

5. Required deliverables: *In lieu of a written report, please send us a few photos of the newly portalized cages and the happy residents upon completion.*

6. Project milestones: *Installation to be completed by July 14, 2026*

7. Total cost of the services: *Total of services not to exceed $36,000. No construction costs will be funded through this grant.*

Items

Portals *$36,000*

Total expenses: $36,000

8. Payment schedule: *Payment will be upon execution of the agreement.*

9. Anticipated additional work: *Additional work is not anticipated at this time.*

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Noble Software Group, a Washington Limited Liability Company, to provide validation studies intended to assist in evaluating the effectiveness of programs and practices implemented by Probation; effective July 1, 2025 through June 30, 2026; not to exceed Nine-Thousand and 00/100 Dollars ($9,000.00); No General Fund Impact, agreement will be paid in it's entirety out of SB678 state grant funding; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Noble Software Group, a Washington Limited Liability Company, to provide validation studies intended to assist in evaluating the effectiveness of programs and practices implemented by Probation.

Background and Discussion:

Probation has contracted with Noble Software Group since at least 2017. This new contract will allow Noble to evaluate the effectiveness of programs and practices implemented by the Probation Department, namely with regard to Static Risk and Needs Assessments. This agreement will be paid for using SB678 State grant funds, authorized under California Penal Code §1230 (a)(4). The agreement is effective throughout the 2025-2026 Fiscal Year and the amount paid during this period shall not exceed Nine-Thousand Dollars.

Action:

It is respectfully requested that the board approve and authorize the Chair to ratify and sign the agreement between Plumas County Probation and Noble Software Group to provide the validation studies in FY2025-2026.

Fiscal Impact:

No General Fund Impact. Agreement will be paid for in its entirety out of SB678 State grant funding.

Attachments:

1. Complete_with_Docusign_NoblePlumas_5971_FIN

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Noble Software Group, a Washington Limited Liability Company (hereinafter referred to as "Contractor").

The parties agree as follows:

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

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 and 00/100 Dollars ($9000.00).

   Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2025 to the date of approval of this Agreement by the Board of Supervisors.

3. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the 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.

5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), 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.

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

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

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

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

      i. Each policy shall be endorsed to name the 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

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

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.

9. 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

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

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

10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the 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.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

12. 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.

13. Choice of Law. The laws of the State of California shall govern this agreement.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

20. 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:

Probation Department
County of Plumas
270 County Hospital Rd., Ste.128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Noble Software Group
1320 Yuba St, Ste 208
Redding, CA 96001
Attention: Aaron Picton, Chief Financial Officer

21. 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.

22. 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.

23. 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.

24. 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

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

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.

25. 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.

26. 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.

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

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

CONTRACTOR:

Noble Software Group, LLC

By: DocuSigned by: B8DCB821283E450...
Name: Diana Norris
Title: Member/Manager
Date signed: 7/8/2025

COUNTY:

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

By: DocuSigned by: 77384AC295294AF...
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 6/26/2025

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

Attest:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

EXHIBIT A

Scope of Work

Contractor will provide validation study intended to assist in evaluating the effectiveness of programs and practices implemented by the Probation Department. Following receipt of the data, the proposed study will:

SRA Validation:

1. Examine differences in recidivism subsequent to SRA administration across SRA risk to re-offend classifications (low, moderate, high drug, high property, high violent) for the full sample, and by gender. While simplistic, this initial step shows dispersion of recidivism across risk levels, and whether both male and female recidivism differs by risk level.
    a. Recidivism will be classified as receiving new charges within 3 years of SRA administration (as agreed by participating counties).
    b. We will examine the SRA overall scores, rank ordering with "high violent" as the highest risk, but also may need to collapse all "high" risk rankings into a general "high" category, depending on observed frequencies.
    c. Provided the data allows, the predictive validity of the SRA will be examined for each participating county separately. This may not be possible because of limited statistical power and/or empty cells given small sample sizes.
2. Perform logistic regression analysis, regressing overall risk on recidivism. This step examines whether the SRA risk level is a significant predictor of re-offending, and provides the metric by which the odds of recidivism increases for every increase in risk (ex. going from low to moderate risk increases the odds of recidivism by X percent). This step will be performed for the full model, and separately for males and females. Furthermore, multivariable logistic regression will examine whether any significant associations observed between overall risk and recidivism hold once controls are entered in the models. Controls will be based on any measures provided by Noble (ex. gender, race/ethnicity, age at SRA administration, etc.).
3. Examine Receiver Operator Characteristics (Area Under Curve). This statistic is prolific in risk assessment research. Rice and Harris (2005) recommend using the area under the receiver-operating characteristic curve (AUC) as "the preferred measure of predictive or diagnostic accuracy" (p. 618). The AUC illustrates the probability that a score (e.g., on a risk assessment instrument) of a randomly selected case from one population (e.g., an adult who recidivates) will be higher than a randomly selected score from a second population (e.g., an adult who does not recidivate). ROC will be conducted for the full sample model, as well as a male-only model and a female-only model.
4. Examine whether the SRA predicts the severity of the subsequent offense for new law (recidivism). This will be accomplished by using the marker for "offense type" in the data template provided by Noble.

The above analyses will provide a picture of the validity of the SRA in each participating county from multiple viewpoints. It will tell whether the SRA is a valid predictor of re-offending, and whether this validity holds for both male and female adults.

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

SRA+ONA Assessment Redesign:

1. Examine every SRA and ONA item for its bivariate relationship with recidivism (a new charge within 1 year of SRA administration).
2. All measures which evidence significant bivariate associations with recidivism will be included in multivariate analyses (logistic regression) to determine which items, controlling for all other items, significantly predict recidivism.
3. Significant items from Step 2 will be retained and used in developing a new scoring algorithm.
4. Both an unweighted and a weighted (multiplying by the standardized coefficient/odds ratio) approach will be considered and the approach with the best predictive accuracy will be selected for the final scoring (if predictive accuracy is substantively similar, the more parsimonious unweighted approach will be retained).

Steps 1-4 will be repeated for drug, property, and violent re-offending separately (Note: only counties that provide the necessary indicators for this analysis, meaning the scoring for types of offending will be developed from those county's data only).

Steps 1-4 will result in a new tool that:

- Combines all (and only) the measures from the SRA and the ONA that are predictive of new offending; and
- Has separate scoring algorithms for different types of recidivism. Note: There may be some differences in which SRA and ONA items score towards different types of recidivism.

5. Conduct factor analysis of significant items (from the final resultant tool from Steps 1-4) to group items into domains congruent with the "Central 8" criminogenic needs.
6. Develop domain risk scores for each resultant domain from Step 5.
7. Develop a process of "rank ordering" of domains by weighting each domain score by its statistical association to reoffending (for example, having 30% of the maximum risk score in antisocial attitudes may still be more predictive of recidivism than having 100% risk in family). This process will help practitioners better focus on the most important individualized domains in case planning/supervision strategies.

Docusign Envelope ID: 0AD3A28B-B299-4052-8199-D90588D35594

EXHIBIT B

Fee Schedule

Compensation shall be as follows:

Validation Study: Contractor to be paid an amount not to exceed Nine Thousand and 00/100 Dollars ($9000.00) for completion of project as outlined in Exhibit A.

1. The Contract Amount, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
2. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following completion of the Work by Contractor. County shall pay the Contract Amount to Contractor within thirty (30) days of County's receipt of Contractor's invoice.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Probation Department and Environmental Alternatives, a California Corporation dba EA Family Services; effective August 25, 2025, through August 24, 2026; not to exceed $168,000.00; No General Fund Impact, service agreement will be paid for out of State Probation Grant funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Probation Department and Environmental Alternatives, a California Corporation dba EA Family Services; effective August 25, 2025, through August 24, 2026.

Background and Discussion:
The Plumas County Probation Department is continuing its service agreement with Environmental Alternatives in Fiscal Year 2025-2026. The goal of the housing program is to provide qualified individuals with a residence and a broad array of services to promote:

- Appropriate supervision by the Probation Department
- A stable and secure living arrangement
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

Action:

It is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the service agreement between Plumas County Probation Department and Environmental Alternatives for FY25-26.

Fiscal Impact:

No General Fund Impact: This service agreement will be paid for out of several Probation State Grants, including 20404-DJJRBG, 20409-SB678 and 20418-AB109/CCP, dependent on which funding sources the client falls within.

Attachments:
1. Complete_with_Docusign_EA-Plumas_6142_FINAL

Docusign Envelope ID: 242EBBA7-6EDA-45D9-AF25-184855F847CC

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and Environmental Alternatives, dba EA Family Services, a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Sixty-Eight Thousand and 00/100 Dollars ($168,000.00).

3. Term. The term of this agreement shall be from August 25, 2025, through August 24, 2026, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

Docusign Envelope ID: 242EBBA7-6EDA-45D9-AF25-184855F847CC

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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

Docusign Envelope ID: 242EBBA7-6EDA-45D9-AF25-184855F847CC

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.

Docusign Envelope ID: 242EBBA7-6EDA-45D9-AF25-184855F847CC

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:

Probation Department
County of Plumas
270 County Hospital Rd, Suite 128
Quincy, CA 95971
Attention: Keevin Allred, Chief Probation Officer

Contractor:

Environmental Alternatives dba EA Family Services
350 Main Street
Quincy, CA 95971
Attention: Melody King, Executive Director

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

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

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

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

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

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: 242EBBA7-6EDA-45D9-AF25-184855F847CC

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

CONTRACTOR:

Environmental Alternatives, dba EA Family Services, a California Corporation

By: DocuSigned by: Melody King 6F613D5874CB4AF...
Name: Melody King
Title: Executive Director
Date signed: 7/23/2025

By: DocuSigned by: JEROME DORRIS E35FF871F0F94DD...
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed: 7/23/2025

COUNTY:

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

By: DocuSigned by: keevin Allred 77384AC295294AF...
Name: Keevin Allred
Title: Chief Probation Officer
Date signed: 7/22/2025

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

Attest:

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

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

DS kd
_____COUNTY INITIALS

CONTRACTOR INITIALS_____ DS Mk

Docusign Envelope ID: 242EBBA7-6EDA-45D9-AF25-184855F847CC

EXHIBIT A

Scope of Work

The Plumas County Probation Department will refer adult clients on supervision to EA Family Services to provide housing and services. The goal of this program is to provide qualified individuals with a residence and a broad array of services to promote:

- A stable and secure living arrangements
- Progressively increased normalcy and integration in accord with participant capacities
- Sustained lawfulness
- Optimal use of existing community resources
- Accommodations for mental and physical handicaps
- A better quality of health and life
- Increased success with independent living skills

EA Family Services will:

- Administer the ANSA within 30 days of intake
- Update the ANSA per each major change or every six months
- Complete quarterly Key Event Tracking (KET) forms and regular client and community partner satisfaction surveys to track events such as job acquisition, incarceration, homelessness, hospitalization, etc.
- Provide a Continuous Quality Improvement team, led by the QA Director, which will meet monthly to review areas for improvement in each program, agency wide.
- Provide a Case Manager whose major responsibility is to develop a trusting, supportive relationship.
- Find and secure residence with assistance with move in and move out of residence
- Provide financial assistance for rent and utilities, security, and deposits
- Provide a comfortable environment with a television, TV service and internet services, all necessary furniture, cooking equipment and utensils, occasional financial assistance for food, clothing and incidentals, a monthly bus pass, transportation assistance for ordinary obligations, and temporary storage of participant property in accordance with the State law and County request.
- Provide intensive case management and coordination services
- Provide referral and assistance with appointments (job, financial, medical, legal, educational, etc.)
- Provide employment readiness training, independent living skills training, including budgeting and banking assistance
- Provide phone and/or in-person crisis response availability on a 24/7 basis

Docusign Envelope ID: 242EBBA7-6EDA-45D9-AF25-184855F847CC

EXHIBIT B

Fee Schedule

Plumas County Probation will provide base compensation in the amount of Ten Thousand Five Hundred Dollars ($10,500) per month to EA Family Services for up to three (3) Probation clients housed in individual units with the agreed upon services as outlined in Exhibit A for the duration of the contract.

In addition, Plumas County Probation will provide variable compensation in the amount of Three Thousand Five Hundred Dollars ($3,500.00) per month to EA Family Services on an as-needed basis for housing and services for one (1) additional Probation client as outlined in Exhibit A for up to 12 months.

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

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

FROM: **Cyndi Tweedle, Human Resources Analyst II**

MEETING DATE: **August 5, 2025**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2025; not to exceed $5,935.00; General Fund Impact as approved in FY 25/26 preliminary recommended budget 2003552 / 521600; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2025; not to exceed $5,935.00; General Fund Impact as approved in FY 25/26 preliminary recommended budget 2003552 / 521600; approved as to form by County Counsel.

Background and Discussion:

Liebert Cassidy Whitmore provides expert training and consulting services to assist the County in its workforce management and employee relations.

This annual subscription includes:
• Employment Relations Consortium (ERC) Membership: Five (5) full days of labor law training and available to County employees.
• Liebert Library Subscription: Sample templates, policies, and forms for County use.
• Complementary telephone consultation: ERC members are able to consult with an attorney on select matters. The service covers items that the attorney knows off the top of their head.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Liebert Cassidy Whitmore to secure expert training and consulting services to assist the County in its workforce management and employee relations; effective July 1, 2025; not to exceed $5,935.00; General Fund Impact as approved in FY 25/26 preliminary recommended budget 2003552 / 521600; approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact as approved in FY 25/26 preliminary recommended budget 2003552 / 521600

Attachments:

1. Northstate ERC 2025-2026 FINAL

LCW LIEBERT CASSIDY WHITMORE

6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

June 27, 2025

Cyndi Tweedle
Human Resources Analyst
Plumas County
1446 E. Main Street
Quincy, CA 95971

cynditweedle@countyofplumas.com

Re: ***North State Educational Resources Consortium***

Dear Ms. Tweedle:

We look forward to another successful year with the North State Training Consortium. We are pleased to provide the consortium with Five (5) group trainings annually, our monthly newsletter and telephone consultation.

Enclosed is an Agreement for Special Services for your signature. If you are not the authorized signer for your organization, you can simply forward the DocuSign email to the authorized signer. Once signed you will be able to download a fully executed copy for your records.

The annual workshop schedule will be sent out shortly.

Some members have requested information regarding our customized training. We provide training outside of the consortium on a variety of topics, all of which can be customized to include your policies and procedures. The rates vary depending on the presenter. We are willing to provide this customized training for an individual Consortium Member or a group of agencies so that the rate can be pro-rated.

If you have any questions about this program or our services, do not hesitate to contact me at (310) 981-2055 or cweldon@lcwlegal.com.

Very truly yours,

LIEBERT CASSIDY WHITMORE

Cynthia S. Weldon
Director of Marketing and Training

Enclosures

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the Plumas County, hereinafter referred to as "Consortium Member," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "LCW" for the below described special services ("Agreement"). Consortium Member and LCW may be referred to herein individually as "Party" or collectively as "Parties."

WHEREAS Consortium Member has the need to secure expert training and consulting services to assist Consortium Member in its workforce management and employee relations; and

WHEREAS LCW is specially experienced and qualified to perform the special services desired by the Consortium Member and is willing to perform such services;

NOW, THEREFORE, Consortium Member and LCW agree as follows:

1. Term & Termination:

This Agreement is effective July 1, 2025 and shall remain in effect until terminated by either Party. Either Party may terminate this agreement by providing thirty (30) days written notice to the other Party using the contact information in the signature blocks. Upon receipt of the notice and as of June 30th of the year during which notice was received, the Agreement shall be considered terminated.

2. LCW's Services:

Annually, from July 1st through June 30th, LCW will provide an annual membership in a consortium and the Liebert Library, which includes the following Services to Consortium Member (and the other consortium members) in exchange for payment in full of the Fee defined below:

A. Five (5) group training days covering various trainings applicable to Consortium Member, with the specific subjects covered and lengths of individual workshop presentations to be determined by Consortium Member and the other members of the consortium.

B. Availability of LCW attorney for Consortium Member to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See Additional Services section.)

C. Providing of a monthly newsletter covering employment relations developments.

D. Access to the Liebert Library at the PREMIUM subscription level.

3. Fee:

The current cost for these special services to Consortium Member is $5,835.00 (Five Thousand Eight Hundred Thirty Five Dollars). Payment of the annual Fee is due by August 1 each year to cover that year's membership. There is a $100 late fee for payments received by LCW after this date. The total amount paid under this agreement shall not exceed Five Thousand Nine Hundred Thirty-five Dollars ($5,935.00).

The Fee will cover the above Services, including related development and distribution of written materials provided to attendees at the training programs (also "Materials").

LCW reviews its consortium rates on an annual basis, and if appropriate, adjusts them effective July 1st. LCW will provide Consortium Member with written notification of any adjustments in the rates and Consortium Member agrees to pay such adjusted rates or notify LCW of its intent to cancel its membership.

4. **Additional Services:**

LCW shall, as and when requested by Consortium Member, make itself available to Consortium Member to provide representational, litigation, and other services that are not included within the Services or Materials described herein ("Additional Services"). The Consortium Member will be billed for the actual time Additional Services are rendered, including reasonable travel time, plus any necessary and reasonable costs and expenses.

The range of hourly rates for attorney time is from Two Hundred Ninety Five to Four Hundred Eighty Five Dollars ($295.00 - $485.00) per hour for attorney staff, Three Hundred Fifteen Dollars ($315.00) per hour for Labor Relations/HR Consultant and from One Hundred Sixty Five to Two Hundred Thirty Dollars ($165.00 - $230.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. LCW reviews its hourly rates on an annual basis and if appropriate in its discretion, adjusts them effective July 1. LCW will provide the Consortium Member with written notification of any adjustments in the ranges of hourly rates.

5. Ownership & Use of Materials:

LCW shall have and retain ownership of all intellectual property rights. Consortium Member warrants they will not use LCW Material in other trainings without the expressed written permission of LCW. To the fullest extent permitted by law, Consortium Member hereby waives and release LCW, and each of their officers and employees ("Released Party(ies)") from any and all claims, demands, damages, or liabilities, including, but not limited to, those for the ordinary negligence of a Released Party, claims for bodily injury, personal injury or illness, emotional distress, property damage, wrongful death, consequential damages, economic damages, infringement, and attorney's fees and costs ("Claims" or "Claim"), which arise from or relate to Consortium Member's unauthorized use of or modification of Material or breach of this Agreement. This release does not apply to a Released Party to the extent a Claim is caused by the willful misconduct or gross negligence of that Released Party.

6. No Representation or Warranty.

LCW does not make any specific promise, representation or warranty regarding the Materials. LCW is not responsible for updating the Materials and, as time passes, the Materials may become outdated or contrary to applicable laws. LCW does not guarantee that the Materials will meet the needs of the Consortium Member or achieve certain results. LCW provides the Materials "AS IS" and without any warranty of any kind and any use by Consortium Member is at their own risk. LCW expressly disclaims any and all warranties, including the implied warranty of merchantability, fitness for a particular purpose and non-infringement to the fullest extent permitted by law. To the fullest extent permitted by law, Consortium Member releases LCW from Claims arising from their use or modification of the Materials.

7. Miscellaneous.

This Agreement represents the entire and integrated contract between Consortium Member and LCW, and supersedes all prior representations, or agreements. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining valid provisions will nevertheless continue in full force and effect. The signators to this Agreement are authorized to execute this Agreement on behalf of and bind their respective Parties hereto. This Agreement may be executed in counterparts (including by electronic means), which taken together will form one legal instrument.

ACCEPTED AND AGREED on the date indicated below:

LIEBERT CASSIDY WHITMORE
A Professional Corporation
Attn: Melanie Chaney
6033 W. Century Blvd., 5th Floor
Los Angeles, CA 90045
Email: mchaney@lcwlegal.com

By: Melanie L. Chaney
Melanie Chaney / Co-Managing Partner

Date: 7/11/2025

PLUMAS COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

LCW LIEBERT CASSIDY WHITMORE

6033 WEST CENTURY BOULEVARD, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90045
T: 310.981.2000 F: 310.337.0837

Invoice

Cyndi Tweedle
Human Resources Analyst
Plumas County
1446 E. Main Street
Quincy, CA 95971

(PL070-10000)
Invoice Number: 298087

North State Employment Relations Consortium

Membership: July 1, 2025 through June 30, 2026

Consortium Membership & Premium Liebert Library Access	**$5,835.00**

For more information about the Liebert Library, please visit www.liebertlibrary.com, or email library@lcwlegal.com.

Please add an additional $100.00 to your payment over the amount specified above as a late fee if payment is sent after August 1, 2025.

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Interim Director of Environmental Health**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Environmental Health to recruit and fill, funded and allocated, vacant 1.0 FTE Environmental Health Specialist I/II/III or Hazardous Materials Specialist I/II/III due to resignation; (General Fund Impact) as approved in FY25-26 preliminary recommended budget.**

Recommendation:

Approve and authorize Environmental Health to recruit and fill one (1) funded and allocated Environmental Health Specialist I/II/III or Hazardous Materials Specialist I/II/III full-time (1.0 FTE) position. Vacancy due to resignation. General Fund Impact as approved in FY25-26 budget.

Background and Discussion:

This vacancy leaves three (3) field inspection staff to accomplish tasks allocated to four (4) inspection staff. The filling of this vacated position is vital to the function and efficiency of Environmental Health in the areas of field inspections for food facilities, septic systems, water wells, water systems, swimming pools, solid waste, and hazardous materials facilities.

Until this position is filled, and the new staff receive sufficient training, significant delays in service capacity and response times are anticipated. A Critical Staffing Questionnaire, Staffing Allocation Report, Departmental Organization Chart, and the Position Descriptions are attached for review. This position is funded and allocated in the FY25-26 budget.

Action:

Approve and authorize Environmental Health to recruit and fill one (1) funded and allocated Environmental Health Specialist I/II/III or Hazardous Materials Specialist I/II/III full-time (1.0 FTE) position. Vacancy due to resignation. General Fund Impact as approved in FY25-26 budget.

Fiscal Impact:

General Fund Impact as approved in FY25-26 budget.

Attachments:

1. EH Critical Staffing Questionnaire 17Jul25
2. EH Staff Allocation FY25-26
3. Plumas EH Org Chart 17Jul25
4. Environmental Health Specialist I NS 5 2017_1
5. Environmental Health Specialist II NS 5 2017
6. Environmental Health Specialist III NS 5 2017
7. Hazardous Materials Specialist I NS 5 2017
8. Hazardous Materials Specialist II NS 5 2017
9. Hazardous Materials Specialist III NS 5 2017

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR ENVIRONMENTAL HEALTH
FISCAL YEAR 2025/2026
July 17, 2025

1. Is this a legitimate business, statutory, or financial justification to fill the position?

   Yes, the requested Environmental Health Specialist I/II/III or Hazardous Materials Specialist I/II/III position is critical for workload, customer service, business needs.

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

   This vacancy reduces field staff by 25%.

   This reduced level of staffing limits Environmental Health's ability to address land use permit applications, perform water quality and hazardous materials mandates, and will result in significant delays in service capacity and response times in all program areas.

3. How long has this position been vacant?

   The vacancy was effective July 16, 2025.

4. Can the department use other wages until the next budget cycle?

   No other wages are currently budgeted.

   One (1) permanent full-time replacement Environmental Health Specialist I/II/III or Hazardous Materials Specialist I/II/III is needed.

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

   Unknown

6. What core function will be impacted without filling the position prior to July 1st?

   All core functions of Environmental Health are impacted by this vacancy. The summer season is particularly impacted due to required field activities at seasonal resorts, recreational swimming areas, summer food concessions, in addition to routine facility inspections of food establishments, hazardous materials facilities and drinking water systems.

   The lack of qualified field staff required to perform these programs could result in loss of local regulatory control to Cal-EPA and other State agencies.

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

   The lack of sufficient staff to work these programs could result in the loss of funding from service fees and grants to include, and not limited to:
   - Sanitation Services such as food service, drinking water, swimming pools, storage and use of hazardous materials.
   - Grants such as: "Certified Unified Program Agency" (CUPA) [hazmat], and State Local Enforcement Agency (LEA) [solid waste].

8. 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?

   N/A

9. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
   None known

10. Does the budget reduction plan anticipate the elimination of any of the requested positions?
    N/A

    Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

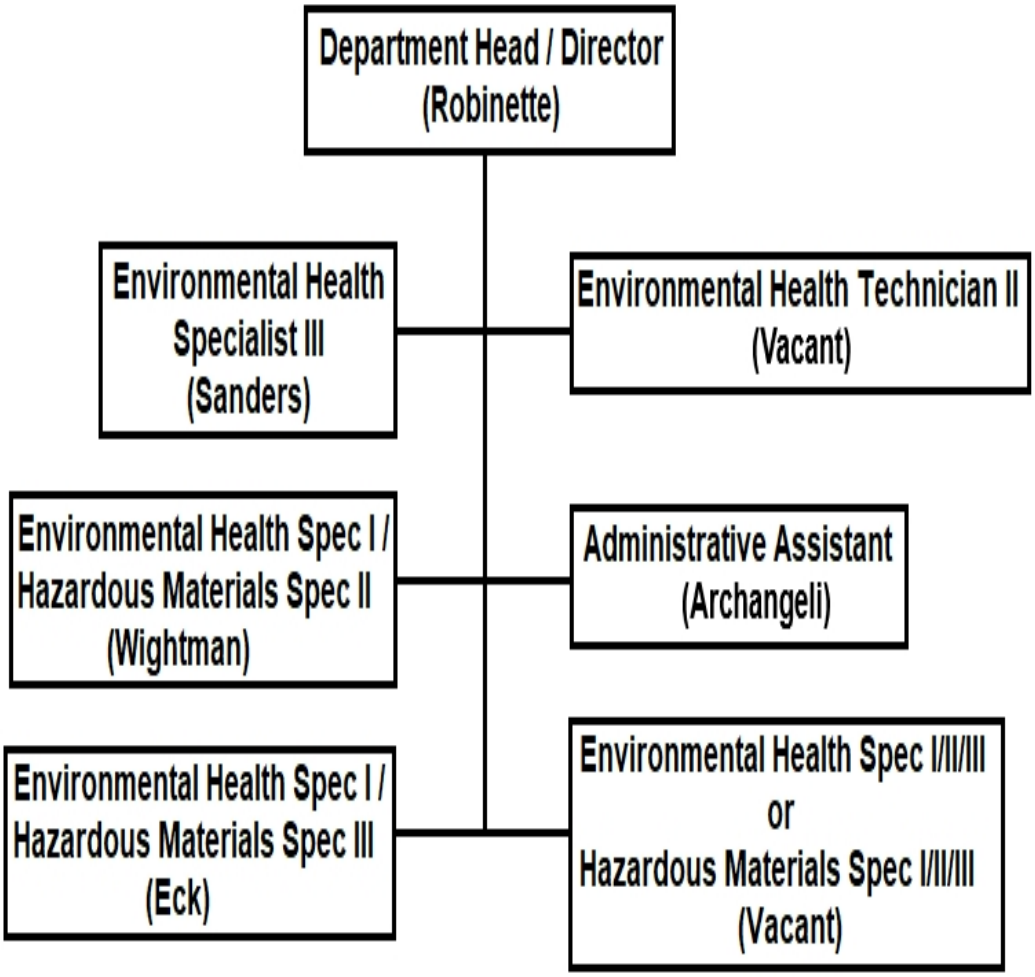
    This position is funded and allocated. Funding comes from a variety of sources including fees for services, grants, and the general fund. No change in General Fund support for Environmental Health is anticipated by filling this position.

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

    No reserves.

Allocations 2024/2025					
CLASSIFICATION		24/25 Positions Adopted	24/25 Positions Requested	25/26 Positions Recommended	25/26 Positions Adopted
HEALTH AND SANITATION					
ENVIRONMENTAL HEALTH	20550				
Environmental Health Director		1.000	1.000	1.000	1.000
Senior Environmental Health Specialist		0.000	0.000	0.000	0.000
Environmental Health Specialist I/II/III OR Hazardous Materials Specialist I/II/III		4.000	4.000	4.000	4.000
Environmental Health Technician I/II		2.000	1.000	1.000	1.000
Environmental Health Aide		0.000	0.000	0.000	0.000
Administrative Assistant I/II		0.000	1.000	1.000	1.000
Office Assistant I/II/III		0.000	0.000	0.000	0.000
		7.000	7.000	7.000	7.000

ENVIRONMENTAL HEALTH
ORGANIZATIONAL CHART



ENVIRONMENTAL HEALTH SPECIALIST I

DEFINITION

Under supervision, assists with and learns to conduct sanitary inspections and investigations in the enforcement of Federal, State, County, and local environmental health, safety, and hazardous materials laws, rules, regulations, and standards; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Environmental Health Specialist class series. Incumbents in this class are Environmental Health Specialist Trainees and learn to conduct a broad array of education, inspection and enforcement activities in all environmental health program areas. Incumbents must be eligible to obtain State Registration as an Environmental Health Specialist within 18 months of initial employment. After attaining registration, meeting the experience requirement and demonstrating sound work habits, they are eligible for promotion to Environmental Health Specialist II.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

None

ENVIRONMENTAL HEALTH SPECIALIST I – 2

EXAMPLES OF DUTIES

- The Environmental Health Specialist I position is designed to enable incumbents to be trained and qualify for state registration while working under close supervision.
- The incumbent assists with and learns to conduct investigations and tasks in all environmental health program areas including: food and consumer protection, sewage disposal and liquid waste management, housing and institutions, land use, recreational health, water supply protection, solid waste management, public nuisances, hazardous materials management, underground storage tanks, vector and rabies control.
- Typical duties may include; performs food facility inspections.
- Conducts investigations of public or private sanitation-related nuisances or complaints.
- Makes inspections of public and private recreational facilities and swimming pools.
- Makes housing inspections to determine health and safety compliance with appropriate laws and standards.
- Takes water, sewage, soil, and waste samples and interprets data.
- Explains environmental health laws and regulations to the public.
- Reviews plans for new subdivisions and recommends suitable water and sewage installations.
- Reviews and recommends changes in building plans to comply with Environmental Health regulations and standards.
- Conducts on-site evaluations of sewage disposal systems.
- Conducts hazardous materials storage, treatment, disposal, reduction, and reuse inspections.
- Works with various environmental health committees.
- Makes abatement recommendations and instructs communities in control methods.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

ENVIRONMENTAL HEALTH SPECIALIST I – 3

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Chemical, biological, physical, and environmental sciences.
- Basic principles and practices of environmental health and hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Assist with and learn to perform a variety of environmental health and hazardous waste investigations and inspections.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations, and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of environmental health problems and unsanitary conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

ENVIRONMENTAL HEALTH SPECIALIST I – 4

Training and Experience:

Qualifications needed for this position:

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

Some previous experience performing or assisting with environmental investigations and inspections is highly desirable.

Special Requirements: Possession of valid letter of eligibility for employment as an Environmental Health Trainee from the State Department of Health Services.

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

Some positions may require special training and/or certification as necessary for the area of assignment.

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.

ENVIRONMENTAL HEALTH SPECIALIST II

DEFINITION

Under general direction, conducts routine sanitary inspections and investigations in the enforcement of Federal, State, County, and local environmental health, safety, and hazardous materials laws, rules, regulations, and standards; provides training for other staff; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the fully experienced journey level in the Environmental Health Specialist class series. Incumbents in this class are registered Environmental Health Specialists and conduct a broad array of education, inspection and enforcement activities in all environmental health program areas.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide training for other staff, as necessary.

ENVIRONMENTAL HEALTH SPECIALIST II – 2

EXAMPLES OF DUTIES

- The Environmental Health Specialist II performs a broad array of environmental health program activities.
- The incumbent conducts routine inspections to secure compliance with Federal, State, and local sanitation laws and regulations in all environmental health program areas including: food and consumer protection, sewage disposal and liquid waste management, housing and institutions, land use, recreational health, water supply protection, solid waste management, public nuisances, hazardous materials management, underground storage tanks, vector and rabies control.
- Typical duties may include:
- Performs food facility inspections and advises food handlers and restaurant operators on correct methods of sanitation protection.
- Conducts investigations of public or private sanitation-related nuisances or complaints.
- Makes inspections of public recreational facilities and swimming pools.
- Makes housing inspections to determine health and safety compliance with appropriate laws and standards.
- Takes water, sewage, soil, and waste samples and interprets data.
- Interprets environmental health laws and regulations for the public.
- Reviews plans for new subdivisions and recommends suitable water and sewage installations.
- Reviews and approves development and construction plans for compliance with Environmental Health regulations and standards.
- Conducts on-site evaluations of sewage disposal systems.
- Conducts studies and evaluates information regarding hazardous materials storage, treatment, disposal, reduction, and reuse.
- Completes reports of findings.
- Initiates legal actions resulting from non-compliance by issuing a notice to appear in court, filing a criminal complaint, or scheduling an administrative hearing.
- Works with various environmental health committees.
- Assists with the development of Environmental Health policies and ordinances.
- Makes abatement recommendations and instructs communities in proper control methods.
- Participates in and conducts training of staff.
- Prepares and submits complex studies and reports.
- Conducts educational meetings with the public.
- Testifies in court as expert witness.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

ENVIRONMENTAL HEALTH SPECIALIST II – 3

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules, regulations, requirements, and procedures governing environmental health, sanitation, and hazardous wastes.
- Chemical, biological, physical, and environmental sciences.
- Principles and practices of environmental health and hazardous waste inspection, review, compliance, consultation and enforcement.
- Methods and procedures for inspecting and correcting unsanitary conditions.
- Sampling techniques and standards.
- Functions and operations of related local, State, and Federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Perform a variety of environmental health and hazardous waste investigations and inspections with minimal guidance and supervision.
- Perform special assignments and projects.
- Provide training for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations, and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of environmental health problems and unsanitary conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

ENVIRONMENTAL HEALTH SPECIALIST II – 4

Training and Experience:

Qualification needed for this position:

Eighteen (18) months of experience performing a variety of environmental health investigations and inspections equivalent of Environmental Health Specialist I with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

Special Requirements: Possession of valid Environmental Health registration issued by the State Department of Health Services.

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

Some positions may require special training and/or certification as necessary for the area of assignment.

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.

ENVIRONMENTAL HEALTH SPECIALIST III

DEFINITION

Under general direction, performs routine to the most complex sanitary inspections and investigations in the enforcement of Federal, State, County, and local environmental health, safety, and hazardous materials laws, rules, regulations, and standards; serves in a lead capacity in a designated area of environmental health investigation and enforcement; provides administrative support for the Director of Environmental Health; provides training for other staff; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the Environmental Health Specialist class series. Incumbents in this class are registered Environmental Health Specialists and conduct a broad array of education, inspection and enforcement activities in all environmental health program areas, performing the most complex assignments. This class is also distinguished from the Environmental Health Specialist II classification by the requirement that incumbents are responsible to administer a designated environmental health program or programs, and provide supervision or lead direction to other staff.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

Environmental Health Technician I/II and provides training and lead direction to other staff.

ENVIRONMENTAL HEALTH SPECIALIST III – 2

EXAMPLES OF DUTIES

- The Environmental Health Specialist III performs a broad array of environmental health program activities including the most complex investigations as needed.
- The incumbent conducts inspections to secure compliance with Federal, State, and local sanitation laws and regulations and serves as a program specialist in one or more of the following program areas:
- Food and consumer protection, sewage disposal and liquid waste management, housing and institutions, land use, recreational health, water supply protection, solid waste management, public nuisances, hazardous materials management, underground storage tanks, vector and rabies control.
- Typical duties may include:
- Performs food facility inspections and advises food handlers and restaurant operators on correct methods of sanitation protection.
- Conducts environmental health surveys of communities and confers with local officials on sanitation problems.
- Makes inspections of public and private recreational facilities and swimming pools.
- Makes housing inspections to determine health and safety compliance with appropriate laws and standards.
- Takes water, sewage, soil, and waste samples and interprets data.
- Interprets environmental health laws and regulations for the public.
- Reviews plans for new subdivisions and recommends suitable water and sewage installations.
- Reviews and approves development and construction plans for compliance with Environmental Health regulations and standards.
- Conducts on-site evaluations of sewage disposal systems.
- Conducts studies and evaluates information regarding hazardous materials storage, treatment, disposal, reduction, and reuse.
- Initiates legal actions resulting from non-compliance by issuing a notice to appear in court, filing a criminal complaint, or scheduling an administrative hearing.
- Works with various environmental health committees.
- Conducts training of staff.
- Prepares and administers grants.
- Prepares and submits complex studies and reports.
- Conducts educational meetings with the public.
- Testifies in court as expert witness.
- Develops policies and procedures related to the specific program area assignment.
- Provides administrative support for the Director of Environmental Health.
- May administer the activities of a satellite office.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

REVISED: 05/2017

TYPICAL WORKING CONDITIONS

Work is usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Laws, rules, regulations, requirements, and procedures governing environmental health, sanitation, and hazardous wastes.
- Chemical, biological, physical, and environmental sciences.
- Principles and practices of environmental health and hazardous waste inspection, review, compliance, consultation and enforcement.
- Methods and procedures for inspecting and correcting unsanitary conditions.
- Sampling techniques and standards.
- Grant administration.
- Functions and operations of related local, State, and Federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles of project planning, coordination and direction.
- Principles of training and work coordination.
- Principles and practices of quality customer service.
- Methods and procedures of staff supervision and evaluation.

Ability to:

- Perform the full scope of environmental health and hazardous waste investigations and inspections with minimal guidance and supervision, as well as the most complex assignments.
- Perform special assignments and/or administrative support for the Director of Environmental Health.
- Provide training and work coordination for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Interpret, apply and develop policies, regulations, and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of environmental health problems and sanitary conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.
- Organize, plan, and lead the activities of specific environmental health programs.

ENVIRONMENTAL HEALTH SPECIALIST III – 4

Training and Experience:

Qualifications needed for this position:

Two (2) years of experience performing a variety of environmental health investigations and inspections equivalent to Environmental Health Specialist II with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major in biology, chemistry, physics, environmental science, or a closely related field.

Special Requirements: Possession of valid Environmental Health registration issued by the State Department of Health Services.

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.

Some positions may require special training and/or certification as necessary for the area of assignment.

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.

HAZARDOUS MATERIALS SPECIALIST I

DEFINITION

Under supervision, to assist with and learn to conduct inspections and investigations in the enforcement of Federal, State, and County hazardous materials and hazardous waste laws, rules, regulations, and standards; and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the Hazardous Materials Specialist class series. Incumbents receive training in the techniques and procedures essential to conducting inspections and investigations in the enforcement of hazardous waste, hazardous materials and underground storage tank regulations. After incumbents become familiar with the full scope of office and field activities and demonstrate sound work habits, they are eligible for promotion to Hazardous Materials Specialist II.

REPORTS TO

Director of Environmental Health, Environmental Health Specialist III, Hazardous Materials Specialist II.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

HAZARDOUS MATERIALS SPECIALIST I – 2

EXAMPLES OF DUTIES

- Attends training inspections to receive instruction on environmental health and safety and hazardous materials management principles, methods and techniques.
- Conducts periodic inspections and complaint investigations of all types of hazardous waste and hazardous materials facilities including underground storage tanks.
- Conducts plan checks, tank removals and closure inspections and oversees testing of underground storage tanks to ensure compliance with state laws.
- Conducts environmental surveys, field investigations, monitoring programs, data collections, chemical testing, and sampling.
- Collects samples and specimens for laboratory analysis and interprets laboratory findings for corrective actions.
- Prepares inspection reports for the enforcement of public health laws and regulations.
- Develops and recommends procedures for corrective action hazardous waste generators.
- Assists other agencies in the investigation of complaints and suspected violations of hazardous waste, hazardous materials and underground tank laws.
- Gathers evidence of violations and non compliance with public health laws and regulations.
- Assists in preparing court cases by completing inspection reports and attending office hearings.
- May participate in the collection of recyclable wastes from the public and the household hazardous waste collection operation.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; 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 usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

HAZARDOUS MATERIALS SPECIALIST I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Chemical, biological, physical and environmental sciences.
- Basic principles and practices of environmental health and/of hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Assist with and lean to perform a variety of hazardous materials and hazardous waste investigations and inspections.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of hazardous materials and hazardous waste problems and conditions.
- Operate a variety of office equipment and computers in the performance of assigned duties.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

HAZARDOUS MATERIALS SPECIALIST I - 4

Training and Experience

Qualifications needed for this position:

Equivalent to graduation from a four (4) year college or university with a major on biology, chemistry, physics, environmental science, toxicology, hazardous materials management, fire science or a closely related field.

Some previous experience performing or assisting with environmental health of hazardous materials investigations and inspections is highly desirable.

Special Requirements:

Possession of current HAZWOPER certification, or state approved alternative hazardous materials certification, is highly desirable and required with 6 months of employment.

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

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.

HAZARDOUS MATERIALS SPECIALIST II

DEFINITION

Under general direction, conduct inspections and investigations in the enforcement of Federal, State, and County hazardous materials and hazardous waste laws, rules, regulations, and standards; provides training for other staff and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the fully experienced journey level in the Hazardous Materials Specialist class series. Incumbents in this class conduct routine to complex independent inspections in the hazardous material, hazardous waste and underground storage tank program areas.

REPORTS TO

Director of Environmental Health, Environmental Health Specialist III

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction and training for Hazardous Materials Specialist I

HAZARDOUS MATERIALS SPECIALIST II – 2

EXAMPLES OF DUTIES

- Conducts periodic inspections and complaint investigations of all types of hazardous waste and hazardous materials facilities including underground storage tanks.
- Conducts plan checks, tank removals and closure inspections and oversees testing of underground storage tanks to ensure compliance with state laws.
- Conducts environmental surveys, field investigations, monitoring programs, data collections, chemical testing, and sampling.
- Collects samples and specimens for laboratory analysis and interprets laboratory findings for corrective actions.
- Prepares inspection reports for the enforcement of public health laws and regulations.
- Performs hazardous materials mitigation or categorization evaluations in the field.
- Prepares environmental recommendations and technical reports and conducts special hazardous waste or hazardous materials management projects including storage tank release cleanups.
- Makes joint inspections with federal, state and local agencies as required.
- Assists in field supervision of hazardous substance releases during emergency or disaster situations under the authority of the Health Officer.
- Analyzes proposed or existing legislation to determine impact on hazardous materials operations.
- Participates in the development and implementation of staff development and training programs gathers evidence of violations and non-compliance with hazardous materials and hazardous waste laws and regulations.
- Issues warnings and citations for infraction violations, preparing reports and evidence, testifies in court as the investigation officer or supporting witness.
- Makes presentations to the public or business groups.
- May participate in the collection of recyclable wastes from the public or oversee the household hazardous waste collection operation.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; 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 usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

REVISED: 05/2017

HAZARDOUS MATERIALS SPECIALIST II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles of hazardous materials management.
- Laws, rules, regulations, requirements, and procedures governing environmental health, hazardous materials, and hazardous wastes.
- Chemical, biological, physical and environmental sciences.
- Principles and practices of environmental health and/of hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Functions and operations of related local, state and federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.

Ability to:

- Perform hazardous materials and hazardous waste investigations and inspections with minimal guidance and supervision.
- Perform special assignments and projects.
- Provide training for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.
- Read, interpret and apply policies, regulations and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of hazardous materials and hazardous waste problems and conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

HAZARDOUS MATERIALS SPECIALIST II - 4

Training and Experience

Qualifications needed for this position:

Twelve (12) months of experience performing a variety of hazardous materials and hazardous waste investigations and inspections equivalent to Hazardous Materials Specialist I with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major on biology, chemistry, physics, environmental science, toxicology, hazardous materials management, fire science or a closely related field.

Special Requirements: Possession of current HAZWOPER certification, or advanced state-approved hazardous materials certification.

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

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.

REVISED: 05/2017

HAZARDOUS MATERIAL SPECIALIST III

DEFINITION

Under general direction, conduct inspections and investigations in the enforcement of Federal, State, and County hazardous materials and hazardous waste laws, rules, regulations, and standards; provides training for other staff and perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the Hazardous Materials Specialist class series. Incumbents in this class conduct a broad array of education, inspections and enforcement activities in the hazardous material, hazardous waste and underground storage tank program areas. This class is distinguished from the HMS II by the requirement that incumbents are responsible for program management and administration.

REPORTS TO

Director of Environmental Health

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction and training for Hazardous Materials Specialist I and II

HAZARDOUS MATERIAL SPECIALIST III - 2

EXAMPLES OF DUTIES

- The Hazardous Material Specialist III performs a broad array of hazardous material management program activities including the most complex investigations as needed.
- The incumbent conducts inspections to secure compliance with Federal, State and local hazardous material and hazardous waste laws and regulation.
- Administers the hazardous material management program according to the state certification requirements.
- Conducts periodic inspections and complaint investigations of all types of hazardous waste and hazardous materials facilities including underground storage tanks.
- Conducts plan checks, tank removals and closure inspections and oversees testing of underground storage tanks to ensure compliance with state laws.
- Conducts environmental surveys, field investigations, monitoring programs, data collections, chemical testing, collects samples and specimens for laboratory analysis and interprets laboratory findings for the enforcement of public health laws and regulations.
- Performs hazardous materials mitigation or categorization evaluations in the field.
- Prepares environmental recommendations and technical reports and conducts special hazardous waste or hazardous materials management projects including storage tank release cleanups.
- Makes joint inspections with federal, state and local agencies as required.
- Assists in field supervision of hazardous waste cleanup operations.
- Oversees the mitigation of hazardous substance releases during emergency or disaster situation under the authority of the Health Officer.
- Analyzes proposed or existing legislation to determine impact on hazardous materials operations.
- Participates in the development and implementation of staff development and training programs gathers evidence of violations and non-compliance with hazardous materials and hazardous waste laws and regulations.
- Issues warnings and citations for infraction violations, preparing reports and evidence, testifies in court on behalf of the County.
- Makes presentations to the public or business groups.
- May participate in the collection of recyclable wastes from the public or oversee the household hazardous waste collection operation.
- May administer hazardous materials activities in neighboring counties.
- Provides technical support to Plumas County Hazardous Material Team.
- Attend/participate/lead inter-agency meetings, such as Emergency Medical Care Committee, Environmental Task Force, Local Emergency Planning Committee, NorCal CUPA Forum and Public Health Preparedness, as required.

HAZARDOUS MATERIAL SPECIALIST III - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; crawl through various areas on hands and knees; stand, walk, or crouch on narrow and slippery surfaces; climb ladders, stairs, and scaffolding; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; 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 usually performed in both an indoor and outdoor environment; some work is performed in varying temperature and humidity; exposure to high levels of noise; some exposure to dust; continuous contact with staff and the public.

DESIRED QUALIFICATIONS

KNOWLEDGE OF

- Principles of hazardous materials management.
- Laws, rules, regulations, requirements, and procedures governing environmental health, hazardous materials, and hazardous wastes.
- Chemical, biological, physical and environmental sciences.
- Principles and practices of environmental health and/of hazardous waste inspection, review, compliance, consultation and enforcement.
- Sampling techniques and standards.
- Functions and operations of related local, state and federal agencies and community organization.
- Computerized Environmental Health database and information systems.
- Principles and practices of quality customer service.
- Principles of project planning, coordination and direction.
- Principles of training and work coordination

ABILITY TO

- Organize, plan and lead the activities of the CUPA program elements.
- Perform hazardous materials and hazardous waste investigations and inspections with minimal guidance and supervision.
- Perform special assignments and projects.
- Provide training for other staff.
- Collect, analyze, and interpret environmental data, reaching valid conclusions.

HAZARDOUS MATERIAL SPECIALIST III - 4

ABILITY TO continued:

- Read, interpret and apply policies, regulations and procedures regarding environmental health inspections and compliance.
- Prepare a variety of technical reports.
- Provide instruction, guidance, and consultation in correction of hazardous materials and hazardous waste problems and conditions.
- Operate a variety of office equipment and computers in the performance of environmental health inspections and investigations.
- Effectively represent Environmental Health in contacts with the public, and other agencies.
- Establish and maintain effective working relationships.

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Twelve (12) months of experience performing a variety of hazardous materials and hazardous waste investigations and inspections equivalent to Hazardous Materials Specialist II with Plumas County.

Equivalent to graduation from a four (4) year college or university with a major on biology, chemistry, physics, environmental science, toxicology, hazardous materials management, fire science or a closely related field.

SPECIAL REQUIREMENTS

Possession of current HAZWOPER certification, or advanced state-approved hazardous materials certification.

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

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

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Tree Services for tree trimming and tree removal; effective September 1, 2025; not to exceed $10,000; contract is as-needed and will affect General Fund if needed as approved in FY25/26 preliminary recommended budget; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Tree Services for tree trimming and tree removal; effective September 1, 2025; not to exceed $10,000; contract is as-needed and will affect General Fund if needed as approved in FY25/26 preliminary recommended budget; approved as to form by County Counsel.

Background and Discussion:
As-needed contract for tree trimming/pruning and tree removal services on county properties.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Smith Tree Services for tree trimming and tree removal.

Fiscal Impact:

Contract is an as-needed contract and will affect General Fund if services are utilized. However, it is important to note that if tree services are needed on Airport property, General Fund will not be impacted because Airports are not a General Fund department.

Attachments:
1. Smith Tree Services

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services** (hereinafter referred to as "County"), and Michael Smith, a sole proprietor doing business as **Smith Tree Services** (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Ten Thousand dollars and 00/100** ($10,000).

3. Term. The term of this agreement shall be from **September 1, 2025, through August 31, 2026**, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

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

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

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

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

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

obligations under this Agreement. **In particular, Contractor represents that it holds a current and active license as a Class C-61/D49 Tree Service contractor, issued by the State of California, No. 867085.**

11. 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.

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.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Dept. of Facility Services
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: Nick Collin, Director

Contractor:

Smith Tree Services
PO Box 270
Chilcoot, CA 96105
Attention: Michael Smith, Owner

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

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

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

programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

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

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

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

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

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

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

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

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

CONTRACTOR:

Michael Smith, a sole proprietor dba Smith Tree Services

By:_____
Name: Michael Smith
Title: Owner
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide tree maintenance services on an 'as-needed' basis upon request by the County.

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

    a. Tree trimming/pruning

    b. Tree removal

3. County shall be provided with a written estimate prior to any requested task. County shall not be responsible for the cost of any work or service County did not authorize in advance of the work being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that the services or work will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing the service or work.

EXHIBIT B
Fee Schedule

1. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

2. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

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

4. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

5. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

6. Contractor shall be paid at the following rate:

    i. Labor: $375/hr

7. Invoices are due Net 30.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Works and Lights Creek Construction to repair / replace sidewalks in Greenville due to fire damage inflicted by the Dixie Fire in 2021, effective August 5, 2025; not to exceed $193,000; (No General Fund Impact), FEMA and Road funds; approved as to form by County Counsel.**

Recommendation:
The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute the Services Agreement with Lights Creek Construction, totaling $193,000, to repair / replace sidewalks in Greenville. Funds have already been provided by FEMA, No General Fund Impact.

Background and Discussion:
The Department of Public Works received disaster relief (FEMA) funding to reconstruct damaged sidewalks in the community of Greenville. The damage was caused by the Dixie Fire which destroyed the downtown area of Greenville on August 4, 2021. Supplemental damage to the sidewalks was caused by the cleaning / restoration efforts and utility reconstruction.

The Department of Public Works posted an invitation for bids for the reconstruction work pertaining to the Greenville Sidewalk Repair Project, bid opening was July 17, 2025. The project plans were designed by the Public Works Department and are an attachment to the approved services agreement. Lights Creek Construction was the lowest responsible bidder at $193,000. Public works received a total of four bids. The attached services agreement has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Lights Creek Construction to repair / replace sidewalks in Greenville due to fire damage inflicted by the Dixie Fire in 2021, effective August 5, 2025; not to exceed $193,000; (No General Fund Impact), FEMA and Road funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. FEMA and Road fund.

Attachments:
1. Lights Creek Const. Contract w/ PW

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 Roy Edward Hammerich, a sole proprietor, dba **Lights Creek Construction,** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ONE HUNDRED NINETY-THREE THOUSAND and 0/100 DOLLARS ($193,000.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than December 1, 2025, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

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

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

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

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C-12 and B contractor, issued by the State of California, No. 883218.

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 Public Works
County of Plumas
1834 E Main St
Quincy, CA 95971
Attention: Andrew Hammond

Contractor:

Light Creek Construction
1577 North Arm Rd
Greenville, CA 95947
Attention: Ed Hammerich

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

Roy Edward Hammerich, a sole proprietor,
dba Lights Creek Construction
a California company

By: _____
Name: Roy Edward Hammerich
Title: Owner Date: 7/21/25

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
Date: _____

Approved as to form:
_____
Craig Settlemire
Counsel

AH COUNTY INITIALS

CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

As part of the fire damage recovery efforts in Greenville, California the sidewalks require repair. The scope of work shall comply with the plans prepared for the Greenville Sidewalk Repair Project, see Exhibit C.

The available work days and hours for this project are Monday through Friday, 7 am to 6 pm.

EXHIBIT B

Fee Schedule

1. Contractor is to be paid flat fee according to the below bid tabulation.

ITEM NO.	F	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1		12 0100	TRAFFIC CONTROL SYSTEM	LS	1	$26,000	$26,000
2		15 3121	REMOVE CONCRETE	CY	97	$412.37	$40,000
3		51 1111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)	LF	85	$70.59	$6,000
4		73 0070	DETECTABLE WARNING SURFACE	SQFT	120	$62.50	$7,500
5		73 1510	MINOR CONCRETE (CURB, GUTTER, SIDEWALK, RAMPS, APRONS)	CY	97	$1025.77	$99,500
6		99 9990	MOBILIZATION	LS	1	$14,000	$14,000

TOTAL BID $193,000

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.

4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

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

6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

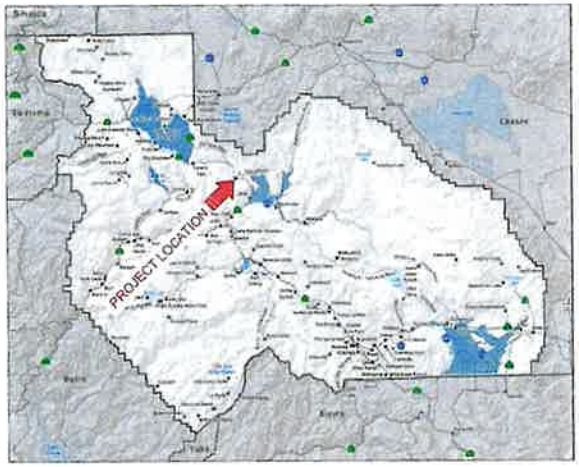
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.

8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

EXHIBIT C

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

PLUMAS COUNTY, CA



COUNTY MAP

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2024.



VICINITY MAP

PROJECT DESCRIPTION

THE GREENVILLE FIRE LED TO EXTENSIVE DAMAGE TO THE NEIGHBORHOOD SIDEWALKS. THE COUNTY IS SEEKING BIDS FROM QUALIFIED CONTRACTORS TO DEMO THE DAMAGED SIDEWALKS AND REPLACE PER THE ATTACHED PLANS. THE CONSTRUCTION INCLUDES STANDARD SIDEWALK PANELS, RAMPS, DRIVEWAY APRONS, ADA RAMPS, ETC. ALL NEW SIDEWALKS WILL NEED TO BE ADA COMPLIANT.

SHEET INDEX

1 - COVER SHEET W/ MAPS, PROJECT DESCRIPTION AND SHEET INDEX
2 - SHEET LEGEND
3 - GRAND STREET
4 - BUSH STREET
5 - JESSE STREET
6 - PINE STREET
7 - MAIN STREET 1
8 - MAIN STREET 2
9 - GRAND STREET DETAIL
10 - JESSE STREET DETAIL
11 - PINE STREET DETAILS
12 - MAIN STREET DETAILS
13 - MAIN STREET DETAILS
14 - MAIN STREET DETAILS
15 - MAIN STREET DETAILS
16 - MAIN STREET DETAILS
17 - MAIN STREET DETAILS
18 - CONSTRUCTION DETAILS
19 - QUANTITIES

PROJECT GENERAL NOTES

1. ALL CONSTRUCTION TO COMPLY W/ 2022 EDITION OF THE CAL. CODE, CAL. ADM. CODE, S.P.C. STANDARDS
2. CONTRACTOR SHALL NOTIFY THE ENGINEER WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE PROJECT THAT IS IN CONFLICT, UNTIL THE CONFLICT IS RESOLVED W/ THE AFFECTED PARTIES.
3. IT IS THE CONTRACTORS RESPONSIBILITY TO COMPLY W/ THE PORTIONS/ SECTIONS AS THEY APPLY TO THIS PROJECT OF THE "CONSTRUCTION SAFETY ORDERS" ISSUED BY THE STATE OF CALIFORNIA; LATEST EDITION, AND ALL OSHA REQUIREMENTS
4. THE OWNER AND ENGINEER DO NOT ACCEPT ANY RESPONSIBILITY FOR THE CONTRACTOR'S FAILURE TO COMPLY W/ THESE REQUIREMENTS
5. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THE BUILDING COMPLIES W/ THE MANDATORY FEATURES AND DEVICES OF TITLE 24, IF APPLICABLE.
6. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT ALL PERMITS AND APPROVALS HAVE BEEN CLEARED W/ APPROPRIATE AGENCIES PRIOR TO START OF CONSTRUCTION
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE BUILDING OFFICIAL WHEN WORK IS READY FOR INSPECTION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY (IF APPLICABLE). FINAL PAYMENT SHALL BE MADE AFTER RECEIPT OF THE CERTIFICATE OF OCCUPANCY (IF APPLICABLE) AND FINAL APPROVAL PUNCH LIST.

REFERENCE PUBLICATIONS FOR THIS PROJECT ARE:
- 2022 CALIFORNIA RESIDENTIAL CODE - C.R.C.
- 2022 CALIFORNIA PLUMBING CODE - C.P.C.
- 2022 CALIFORNIA MECHANICAL CODE - C.M.C.
- 2022 CALIFORNIA ELECTRICAL CODE - C.E.C.
- 2022 CALIFORNIA ENERGY STANDARDS COMMISSION - C.E.S.C.
- 2022 CALIFORNIA HISTORICAL BUILDING CODE - C.H.B.C.
- 2022 CALIFORNIA FIRE CODE - C.F.C.
- 2022 CALIFORNIA EXISTING BUILDING CODE - C.E.B.C.
- 2022 CALIFORNIA GREEN BUILDING STANDARDS COMMISSION - C.G.B.S.C.
- 2022 NATIONAL FIRE PROTECTION ASSOCIATION; 130 STANDARDS - N.F.P.A.

ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS, AND ANY CHANGES MADE DURING CONSTRUCTION THAT ARE NOT IN COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS SHALL BE RESUBMITTED FOR APPROVAL AS AN AMENDED SET OF CONSTRUCTION DOCUMENTS (2022 CRC R1 OE.4).

VERIFICATION OF ALL DIMENSIONS, NOTES, MATERIALS AND METHODS OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL REVISIONS TO PLAN, CONSTRUCTION DETAILS AND ASSEMBLAGES NOT SPECIFICALLY DETAILED IN THE APPROVED DRAWINGS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY CHANGES TO THE PLAN REQUIRE REVIEW AND APPROVAL FROM THE OWNER AND ENGINEER

ABBREVIATIONS:

BOSW	=	BACK OF SIDEWALK
TOC	=	TOP OF CURB
EQ	=	EQUAL
EG	=	EXISTING GRADE
FG	=	FINISHED GRADE
FL	=	FLOW LINE

CALTRANS 2024 STANDARD PLANS
A88A - CURB RAMP DETAILS

COVER SHEET

DATE:
REVISIONS:
PE/PLS:
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 4/21/25
NOTES:

SHEET
1

A.H. pg's 1-19
pg 1-19

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE: 1"=100'
DRAWN: AMH
CHECK: AMH
DATE: 2/6/25

SHEET 2

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

PE / PLS

REVISIONS

SHEET LEGEND

SHEET 3
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
NOT USED

3
4B
5
4T
8
7B
9
7T



POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10

PLAN NOTES

1. ALL WORK PERFORMED ON THIS PROJECT SHALL BE IN CONFORMANCE WITH THESE PLANS AND THE STANDARDS SET BY THE LOCAL BUILDING OFFICIAL.
2. NO DEVIATION FROM THESE DRAWINGS SHALL BE MADE WITHOUT PRIOR DOCUMENTED CONSENT OF THE LAND SURVEYOR. REPORT ANY PLAN DISCREPANCIES TO LAND SURVEYOR AND OWNER.
3. ALL SURVEY WORK SHALL BE VERIFIED WITHIN THE PROJECT SITE PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS PREVAIL.

LINETYPE LEGEND

- PROPERTY LINE
- RETAINING WALL
- FENCE LINE
- CONSTRUCTION
- GRADE BREAK LINE
- ROAD CENTERLINE

WORK ITEMS

QTY	DESCRIPTION
1	REMOVE (E) CONCRETE. INSTALL NEW SIDEWALK AND ADA RAMP TO (E) CROSSWALK. DIMENSIONS PER PLAN. SEE DETAIL 1, SHEET 3

GRAND STREET

SCALE: 1" = 30' (24x36)

DATE:

REVISIONS: 1

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE 1" = 30'
DRAWN: AMH
CHECK: AMH
DATE: 2/13/25

SHEET
3

811 CALL 811 BEFORE YOU DIG SAFE DIGGING PARTNER

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3587.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935923.270	6855038.225	3586.651	CP-10





PLAN NOTES

1. ALL WORK PERFORMED ON THIS PROJECT SHALL BE IN CONFORMANCE WITH THESE PLANS AND THE STANDARDS SET BY THE LOCAL BUILDING OFFICIAL.
2. NO DEVIATION FROM THESE DRAWINGS SHALL BE MADE WITHOUT PRIOR DOCUMENTED CONSENT OF THE LAND SURVEYOR. REPORT ANY PLAN DISCREPANCIES TO LAND SURVEYOR AND OWNER.
3. ALL DIMENSIONS SHALL BE VERIFIED ON PLANS AND CONTROL POINTS SHALL BE VERIFIED WITHIN THE PROJECT SITE PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS PREVAIL.

LINETYPE LEGEND

- PROPERTY LINE
- RETAINING WALL
- FENCE LINE
- CONTOUR LINES
- GRADE BREAK LINE
- ROAD CENTERLINE

WORK ITEMS

KEY	DESCRIPTION
1	DEMO (E) CONCRETE SIDEWALK PANELS. REPLACE WITH NEW PANELS. MATCH EXISTING SIDEWALK RUNNING AND CROSS GRADE. MATCH ELEVATION AT EACH END OF THE REPAIR.
2	DEMO (E) CONCRETE SIDEWALK PANELS. REPLACE WITH NEW PANELS. MATCH EXISTING SIDEWALK RUNNING AND CROSS GRADE. MATCH ELEVATION AT EACH END OF THE REPAIR.
3	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. MATCH EXISTING SIDEWALK RUNNING AND CROSS GRADE. MATCH ELEVATION AT EACH END OF THE REPAIR.

BUSH STREET

SCALE: 1" = 30' (24x36)

DATE

REVISIONS

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

PLUMAS COUNTY, CA

SCALE: 1" = 30'
DRAWN: AMH
CHECK: AMH
DATE: 2/13/25

SHEET
4

CALL 811 BEFORE YOU DIG
811
811 DIGGING PARTNER



PLAN NOTES

1. ALL WORK PERFORMED ON THIS PROJECT SHALL BE IN CONFORMANCE WITH THESE PLANS AND THE STANDARDS OF THE LOCAL BUILDING OFFICIAL.
2. NO DEVIATION FROM THESE DRAWINGS SHALL BE MADE WITHOUT PRIOR DOCUMENTED CONSENT OF THE LAND SURVEYOR. REPORT ANY PLAN DISCREPANCIES TO LAND SURVEYOR AND OWNER.
3. ALL SITE WORK SHALL BE STAKED ON PLANS AND CONTROL POINTS SHALL BE VERIFIED WITHIN THE PROJECT SITE PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS PREVAIL.

LINETYPE LEGEND

- PROPERTY LINE
- RETAINING WALL
- FENCE LINE
- CONTOUR LINES
- GRADE BREAK LINE
- ROAD CENTERLINE

WORK ITEMS

NO.	DESCRIPTION
CH-1	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW DEPRESSED DRIVEWAY. MATCH ELEVATION AT EACH END OF THE REPAIR. SEE DETAIL 13-4, SHEET 10
18	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. MATCH EXISTING SIDEWALK RUNNING AND CROSS GRADE. MATCH ELEVATION AT EACH END OF THE REPAIR.
19	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. MATCH EXISTING SIDEWALK RUNNING AND CROSS GRADE. MATCH ELEVATION AT EACH OF THE REPAIR.

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.085	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855668.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10

JESSIE STREET

SCALE: 1" = 30' (24x36)

DATE:

REVISIONS:

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

PLUMAS COUNTY, CA

SCALE: 1" = 30'
DRAWN: AMH
CHECK: AMH
DATE: 2/13/25

SHEET
5

CALL 811 BEFORE YOU DIG
811
YOUR DIGGING PARTNER



PLAN NOTES

1. ALL WORK PERFORMED ON THIS PROJECT SHALL BE IN CONFORMANCE WITH THESE PLANS AND THE STANDARDS SET BY THE LOCAL BUILDING OFFICIAL.
2. NO DEVIATION FROM THESE DRAWINGS SHALL BE MADE WITHOUT PRIOR DOCUMENTED CONSENT OF THE LAND SURVEYOR. REPORT ANY PLAN DISCREPANCIES TO LAND SURVEYOR AND OWNER.
3. ALL DIMENSIONS SHALL BE VERIFIED ON PLANS AND CONTROL POINTS SHALL BE VERIFIED WITHIN THE PROJECT SITE PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS PREVAIL.

LINETYPE LEGEND

- PROPERTY LINE
- RETAINING WALL
- FENCE LINE
- CONTOUR LINES
- GRADE BREAK LINE
- ROAD CENTERLINE

WORK ITEMS

KEY	DESCRIPTION
27	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. SEE DETAIL 27, SHEET 7
37	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. MATCH EXISTING SIDEWALK RUNNING AND CROSS GRADE. MATCH ELEVATION AT EACH END OF THE REPAIR.
38	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. SEE DETAIL 38, SHEET 7

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6856640.820	3583.530	CP-1
2	1936517.361	6856837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10

PINE STREET

SCALE: 1" = 30' (24x36)

DATE

REVISIONS

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

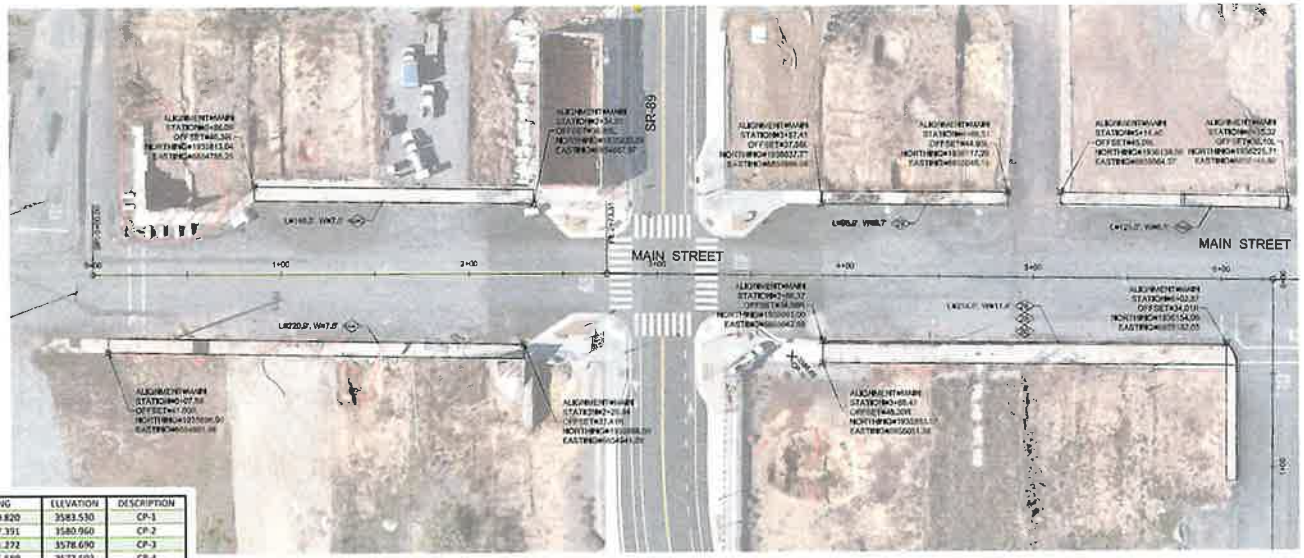
SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

PLUMAS COUNTY, CA

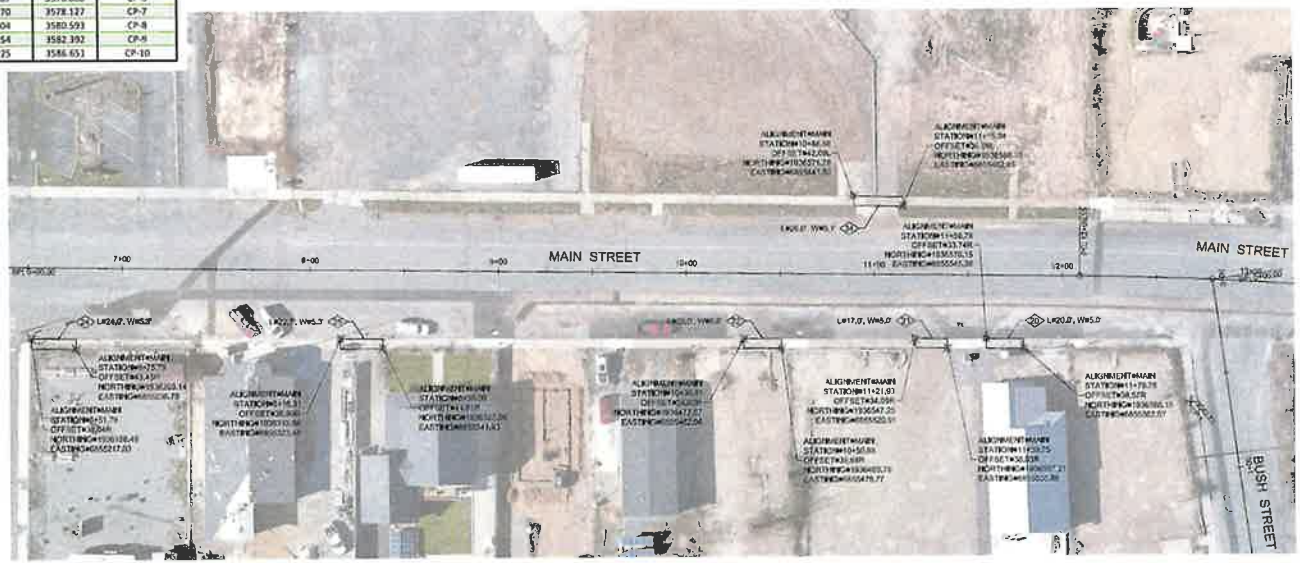
SCALE: 1" = 30'
DRAWN: AMH
CHECK: AMH
DATE: 2/13/25

SHEET
6

CALL 811 BEFORE YOU DIG
811
811 DIGGING PARTNER



POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.653	CP-10



PLAN NOTES

1. ALL WORK PERFORMED ON THIS PROJECT SHALL BE IN CONFORMANCE WITH THESE PLANS AND THE STANDARDS SET BY THE LOCAL BUILDING OFFICIAL.
2. NO DEVIATION FROM THESE PLANS SHALL BE MADE WITHOUT PRIOR DOCUMENTED CONSENT OF THE CITY ENGINEER. REPORT ANY PLAN DISCREPANCIES TO YOUR SUPERVISOR AND OWNER.
3. ALL DIMENSIONS SHALL BE VERIFIED ON PLANS AND CONTROL POINTS SHALL BE VERIFIED WITHIN THE PROJECT SITE PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS PREVAIL.

LINETYPE LEGEND

- PROPERTY LINE
- RETAINING WALL
- FENCE LINE
- CONTOUR LINES
- EDGE OF PAVEMENT
- FLOW LINE PATH

WORK ITEMS

ID	DESCRIPTION
24	
23	
30	
29	
28	
27	
26	
25	
22	
21	
20	
30	

MAIN STREET 1

DATE:

REVISIONS

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

PLUMAS COUNTY, CA

SCALE: 1"=30'
DRAWN: AMH
CHECK: AMH
DATE: 2/13/25

SHEET
7

CALL 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER



PLAN NOTES

1. ALL WORK APPROVED ON THIS PROJECT SHALL BE IN CONFORMANCE WITH THESE PLANS AND THE STANDARDS SET BY THE CITY OF CA.
2. NO DEVIATIONS FROM THESE DRAWINGS SHALL BE MADE WITHOUT PRIOR DOCUMENTED CONSENT OF THE ENGINEER AND SURVEYOR. REPORT ANY PLAN DISCREPANCIES TO ENGINEER AND SURVEYOR AND OWNER.
3. ALL DIMENSIONS SHALL BE VERIFIED ON PLANS AND CONTROL POINTS SHALL BE VERIFIED WITHIN THE PROJECT SITE PRIOR TO COMMENCEMENT OF WORK. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS PREVAIL.

LINETYPE LEGEND

- PROPERTY LINE
- RETAINING WALL
- RIDGE LINE
- CONTOUR LINES
- GRADE BREAKLINE
- ROAD CENTERLINE

WORK ITEMS

KEY	DESCRIPTION
35	DEMO (E) SIDEWALK. INSTALL NEW SIDEWALK DIMENSIONS PER PLAN. SEE DETAIL 35, SHEET C7
36	DEMO (E) SIDEWALK. INSTALL NEW SIDEWALK DIMENSIONS PER PLAN. SEE DETAIL 36, SHEET C7

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6856640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.650	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935451.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.354	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10

MAIN STREET 2

SCALE 1" = 30' (24x36)

DATE:

REVISIONS:

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

PLUMAS COUNTY, CA

SCALE 1" = 30'
DRAWN: AMH
CHECK AMH
DATE: 2/13/25

SHEET
8

CALL 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER

DETAIL WORK ITEMS

KEY	DESCRIPTION
1	REMOVE (E) CONCRETE AND INSTALL NEW SIDEWALK AND ADA RAMP TO (E) CROSSWALK, DIMENSIONS PER PLAN



DETAIL 1

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.580	CP-5
6	1935827.405	6856306.487	3576.090	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855858.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10

GRAND STREET DETAIL

DATE:

REVISIONS

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

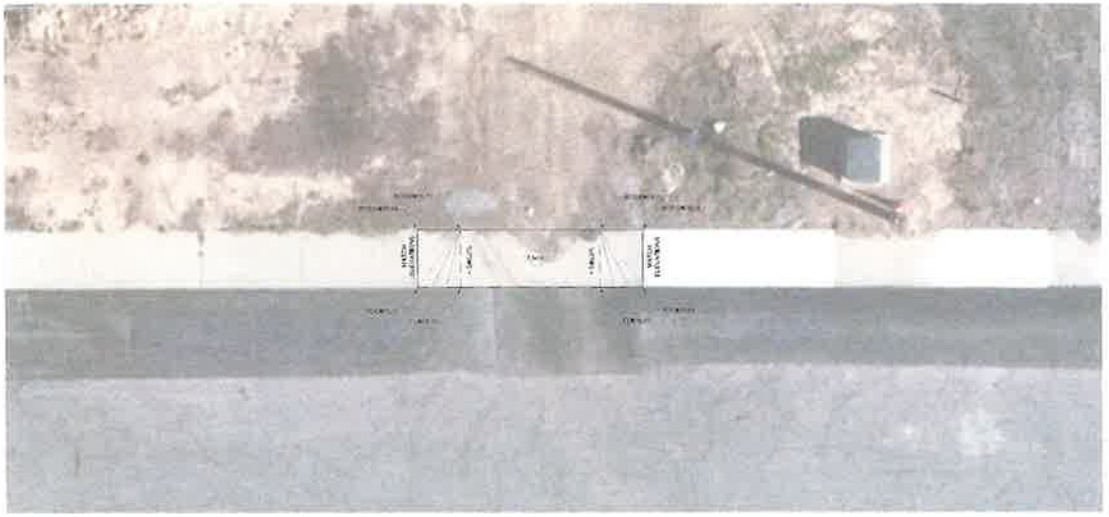
SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE: 1" = 5'
DRAWN: AMH
CHECK: AMH
DATE: 2/13/25

SHEET
9

DETAIL WORK ITEMS

KEY	DESCRIPTION
6x3	DEMO (E) CONCRETE SIDEWALK, REPLACE WITH NEW DEPRESSED DRIVEWAY. MATCH ELEVATION AT EACH END OF THE REPAIR



DETAIL 13-14

SCALE: 1" = 5' (24x36)

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936512.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.586	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855668.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10

JESSIE STREET DETAIL

REVISIONS: DATE

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

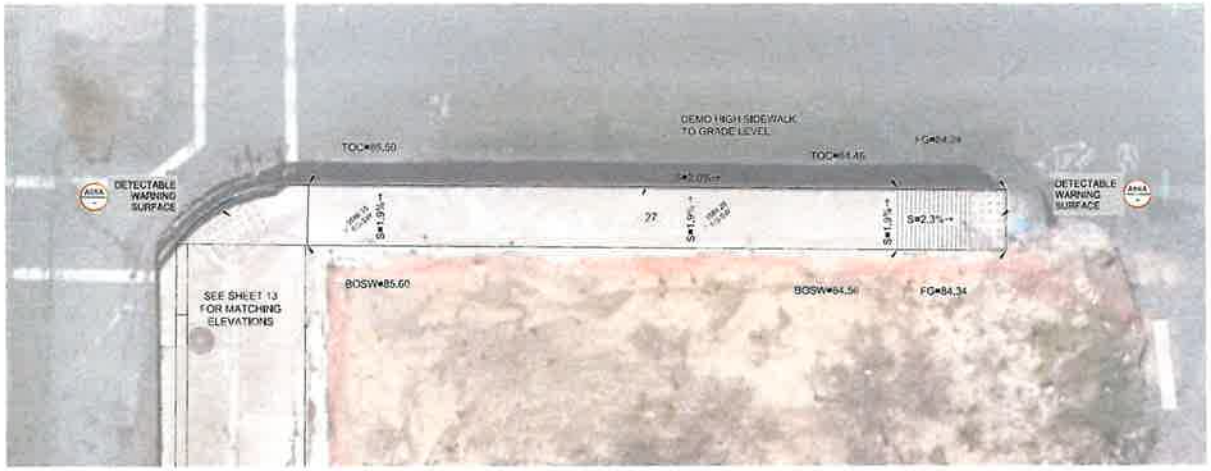
SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE: 1" = 5'
DRAWN: AMH
CHECK: AMH
DATE: 4/14/25

SHEET
10

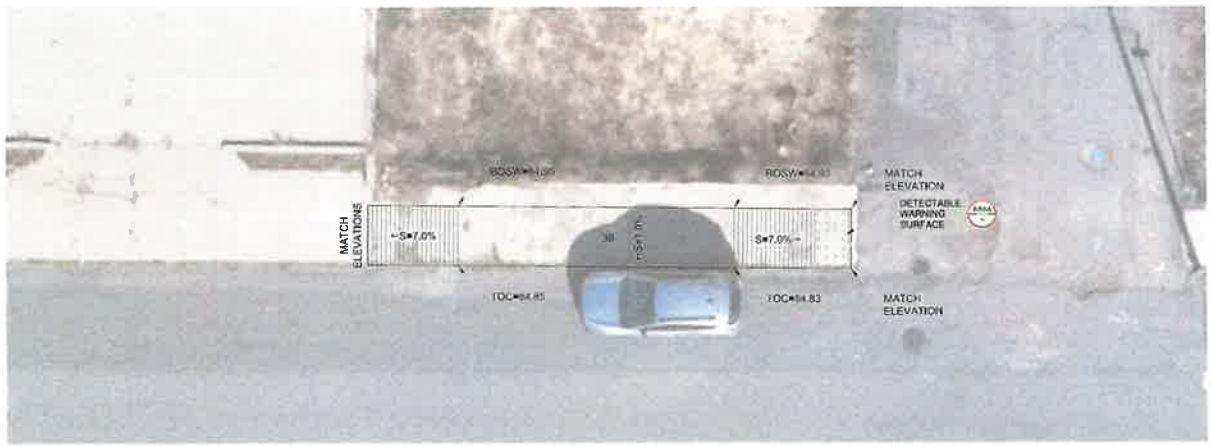
DETAIL WORK ITEMS

KEY	DESCRIPTION
27	DEMO (1) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. CONSTRUCT ADA RAMPS WITH TRUNCATED DOMES AT EACH END OF THE REPAIR
38	DEMO (1) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. CONSTRUCT ADA RAMPS WITH TRUNCATED DOMES AT EACH END OF THE REPAIR



DETAIL 27

SCALE: 1" = 5' (24x36)



DETAIL 38

SCALE: 1" = 5' (24x36)

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.275	3586.651	CP-10

PINE STREET DETAILS

DATE:

REVISIONS:

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

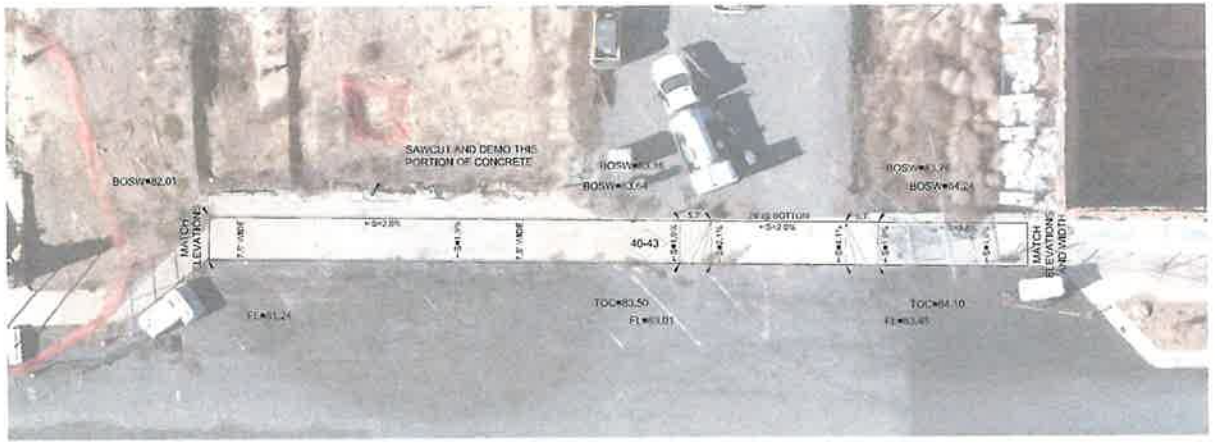
SCALE: 1" = 5'
DRAWN: AMH
CHECK: AMH
DATE: 4/14/25

SHEET
11

CALL 811 BEFORE YOU DIG
811
811 DIGGING PROTECTS

DETAIL WORK ITEMS

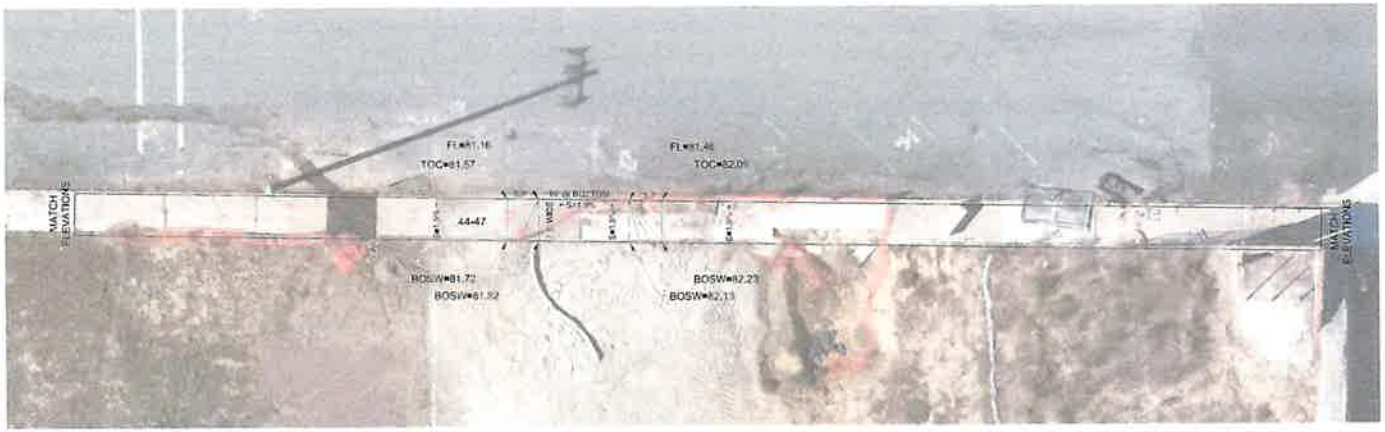
KEY	DESCRIPTION
40-43	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. CONSTRUCT NEW ADA COMPLIANT DRIVEWAY APRON
44-47	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. CONSTRUCT NEW ADA COMPLIANT DRIVEWAY APRON



DETAIL 40-43

SCALE: 1" = 10' (24x36)

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936632.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.050	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.325	3586.651	CP-10



DETAIL 44-47

SCALE: 1" = 10' (24x36)

MAIN STREET DETAILS

DATE:

REVISIONS

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

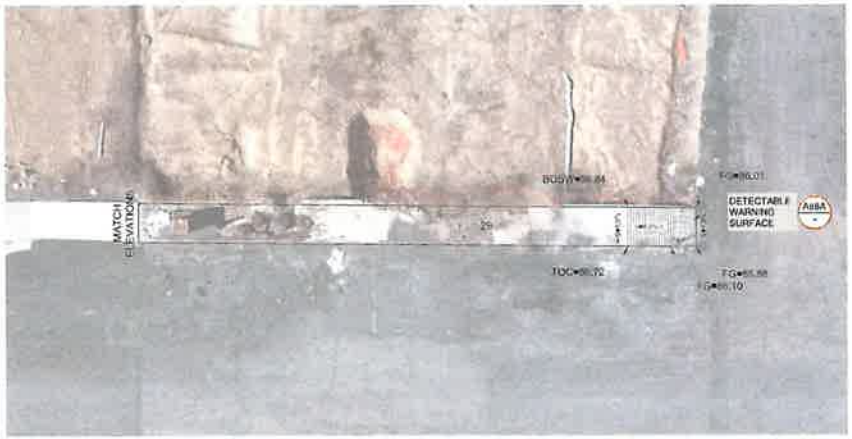
PLUMAS COUNTY, CA

SCALE: 1" = 10'
DRAWN: AMH
CHECK: AMH
DATE: 4/14/25

SHEET
12

DETAIL WORK ITEMS

	DESCRIPTION
28	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. CONSTRUCT NEW ADA RAMP WITH TRUNCATED DOMES
28 26 30	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. CONSTRUCT NEW ADA RAMP WITH TRUNCATED DOMES



DETAIL 29

SCALE 1" = 10' (24x36)

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.064	6855297.154	3582.392	CP-9
10	1935973.270	6855038.725	3586.651	CP-10



DETAIL 26,28,30

SCALE 1" = 10' (24x36)

MAIN STREET DETAILS

DATE:

REVISIONS:

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

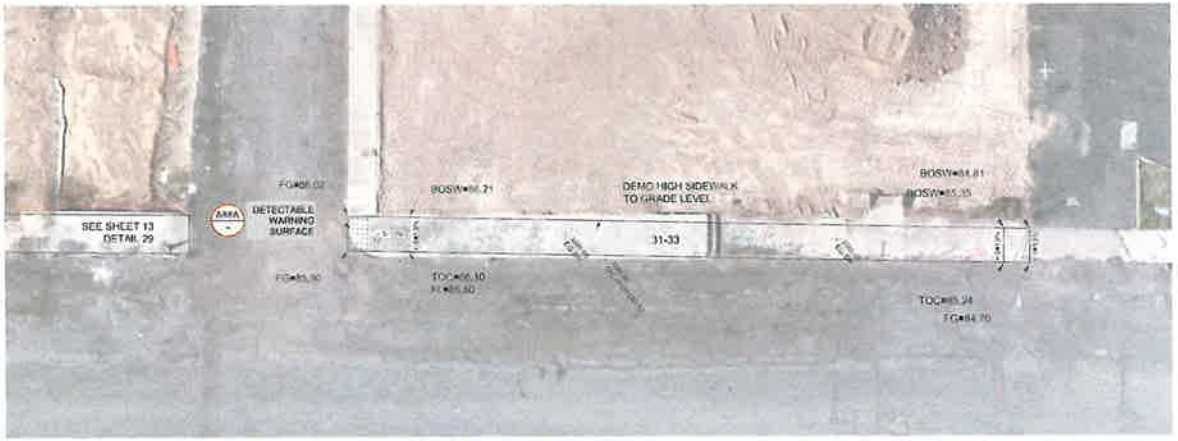
SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE: 1" = 10'
DRAWN: AMH
CHECK: AMH
DATE: 4/14/25

SHEET
13

DETAIL WORK ITEMS

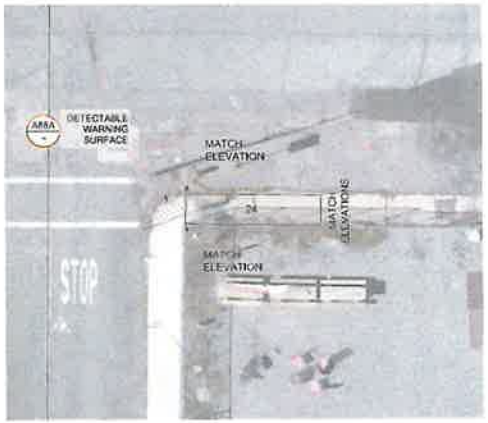
KEY	DESCRIPTION
33	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. CONSTRUCT ADA RAMP WITH TRUNCATED DOMES ON ONE END AND AN ADA COMPLIANT DRIVEWAY APRON RAMP ON THE OTHER END
24	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK. INSTALL NEW TRUNCATED DOMES ON EXISTING RAMP.



DETAIL 31–33

SCALE 1" = 10' (24x36)

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936617.577	6855640.830	3583.530	CP-1
2	1936517.361	6855837.391	3580.060	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936020.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935963.227	6855973.270	3578.127	CP-7
8	1935851.378	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10



DETAIL 24

SCALE 1" = 10' (24x36)

MAIN STREET DETAILS

DATE

REVISIONS:

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

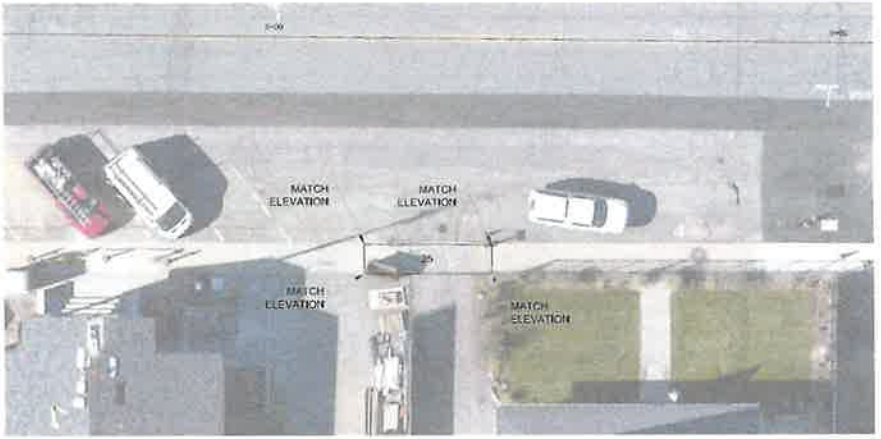
SCALE: 1" = 10'
DRAWN: AMH
CHECK: AMH
DATE: 2/24/25

SHEET
14

811 CALL USA BEFORE YOU DIG — SAFE DIGGING PARTNER

DETAIL WORK ITEMS

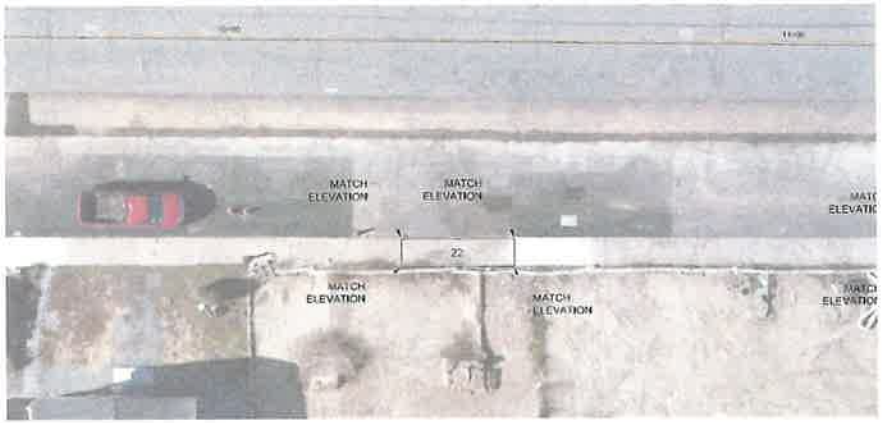
KEY	DESCRIPTION
23	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK
22	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK



DETAIL 25

SCALE 1" = 10' (24x36)

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855832.391	3580.960	CP-2
3	1936507.080	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.567	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.122	CP-7
8	1935831.379	6855638.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.631	CP-10



DETAIL 22

SCALE 1" = 10' (24x36)

MAIN STREET DETAILS

REVISIONS

DATE

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE

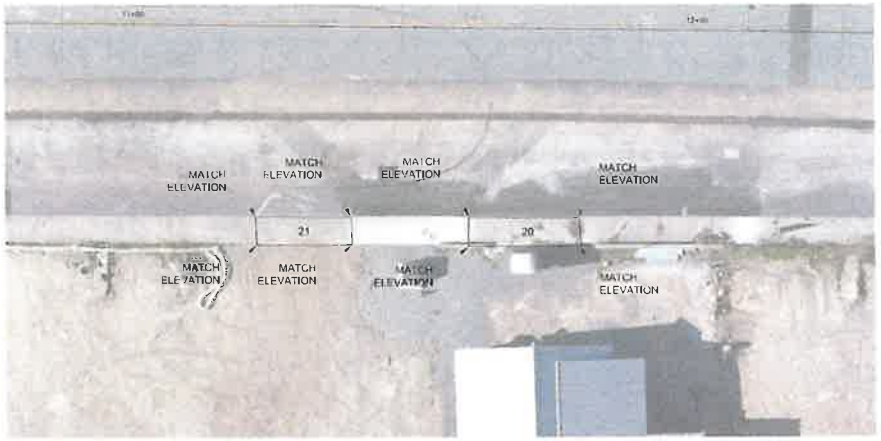
PLUMAS COUNTY, CA

SCALE: 1" = 10'
DRAWN: AMH
CHECK: AMH
DATE: 2/24/25

SHEET
15

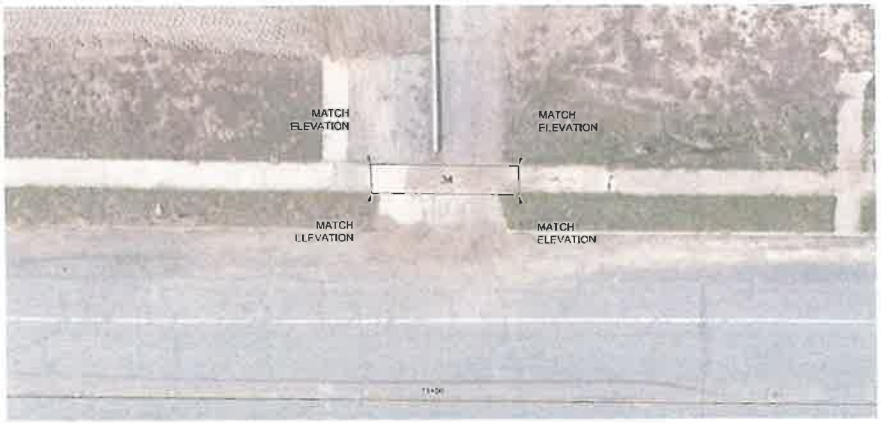
DETAIL WORK ITEMS

KEY	DESCRIPTION
21	GRIND (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK
20	
34	GRIND (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK



DETAIL 21 & 20

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3583.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.630	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10



DETAIL 34

MAIN STREET DETAILS

DATE

REVISIONS

PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

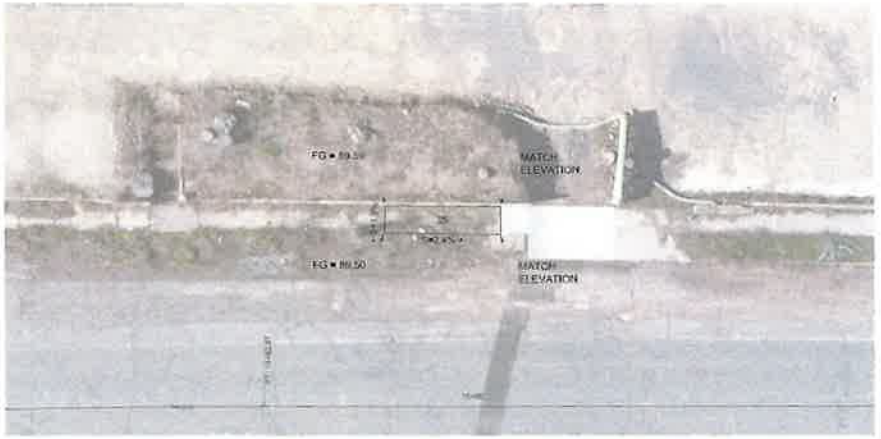
SCALE: 1" = 10'
DRAWN: AMH
CHECK: AMH
DATE: 2/24/25

SHEET
16

811 CALL 811 BEFORE YOU DIG SAFE DIGGING PARTNER

DETAIL WORK ITEMS

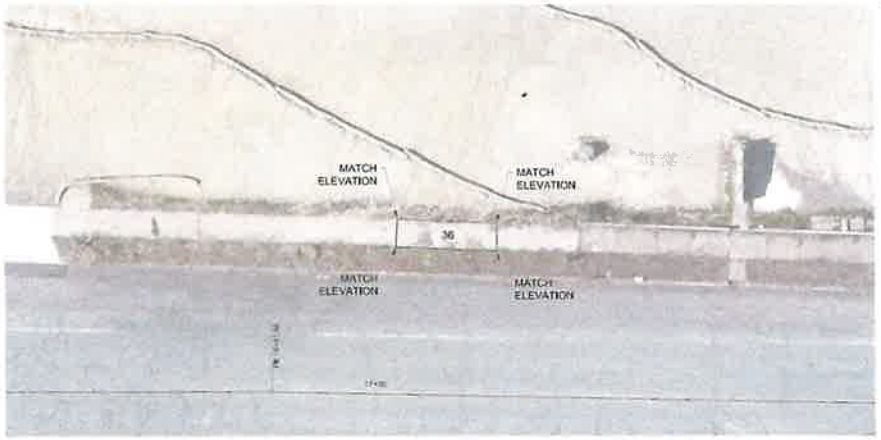
KEY	DESCRIPTION
35	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK.
36	DEMO (E) CONCRETE SIDEWALK. REPLACE WITH NEW SIDEWALK.



DETAIL 35

SCALE 1" = 10' (24x36)

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1936637.577	6855640.820	3581.530	CP-1
2	1936517.361	6855837.391	3580.960	CP-2
3	1936507.089	6856191.272	3578.690	CP-3
4	1936385.482	6856415.589	3577.503	CP-4
5	1936030.027	6856410.557	3575.986	CP-5
6	1935877.405	6856306.487	3576.080	CP-6
7	1935863.227	6855973.270	3578.127	CP-7
8	1935851.379	6855658.004	3580.593	CP-8
9	1935842.084	6855297.154	3582.392	CP-9
10	1935973.270	6855038.225	3586.651	CP-10



DETAIL 36

SCALE 1" = 10' (24x36)

MAIN STREET DETAILS

DATE

REVISIONS

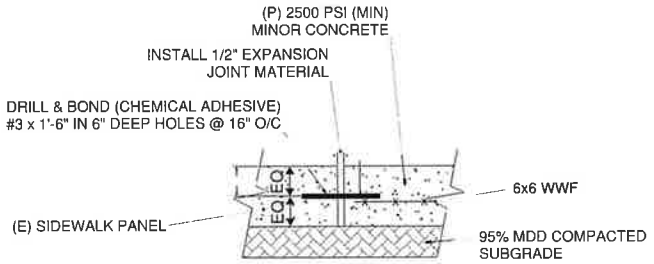
PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

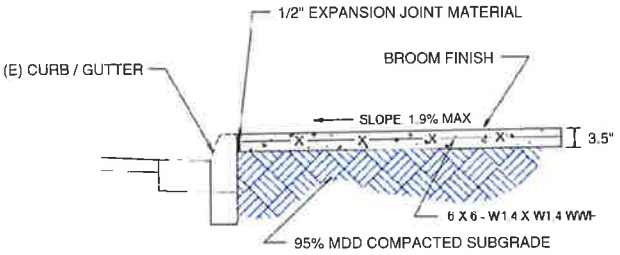
SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE: 1" = 10'
DRAWN: AMH
CHECK: AMH
DATE: 2/24/25

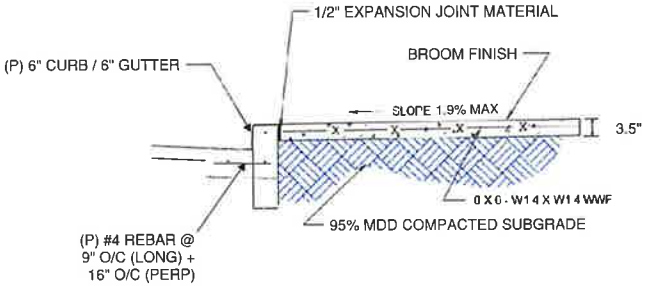
SHEET
17



3 DOWEL INSTALLATION



1 PANEL REPLACEMENT - CASE 1



2 SIDEWALK REPLACEMENT - CASE 2

CONSTRUCTION DETAILS

DATE

REVISIONS

PLUMAS COUNTY
DEPARTMENT OF
PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR:
GREENVILLE FIRE DAMAGE
PLUMAS COUNTY, CA

SCALE
DRAWN: AVI
CHECKED: AVI
DATE: 4.2.19
NOTES

SHEET
18

OTHER QUANTITIES

PROJECT	DRILL & BOND (CHEMICAL ADHESIVE)	DETECTABLE WARNING SURFACE			APPLICABLE NOTES
APPLICABLE UNITS	LF	SF	-	-	
GREENVILLE	85	120			

CONCRETE:

PLANS	Street Name	PLANS			
Repair #	XXXX	Length (ft)	Width (ft)	Area (sf)	Yards (cy)
1	Grand	20	5	100	1.1
2	Bush	93.1	5	465.5	5.0
3	Bush				
4	Bush				
5	Bush				
17	Bush	20	4.2	84	0.9
18	Bush	9.6	4.2	40.3	0.4
13-14	Jessie	20	5	100	1.1
15-16	Jessie	28.8	5	144	1.6
37	Pine	8.3	5.3	44.0	0.5
27	Pine	61.8	5.3	327.5	3.5
38	Pine	42.9	5.3	227.4	2.5
20	Main	20	5	100	1.1
21	Main	17	5	85	0.9
22	Main	20	5	100	1.1
24	Main	24	5.3	127.2	1.4
25	Main	22.7	5.3	120.3	1.3
26	Main	20	11.4	228	2.5
27	Main	70	11.4	798	8.6
28	Main	100	11.4	1140	12.3
30	Main	24.5	11.4	279.3	3.0
29	Main	98.9	6.7	662.6	7.2
31	Main	121	6.1	738.1	8.0
32	Main				
33	Main				
34	Main	26	5.1	132.6	1.4
35	Main	20	5	100	1.1
36	Main	18	5	90	1.0
40	S Main St	148.5	7.5	1113.8	12.0
41	S Main St				
42	S Main St				
43	S Main St				
44	S Main St	220.9	7.5	1656.8	17.9
45-46	S Main St				
47	S Main St				
			Plans Total	9004	97.3

QUANTITIES

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

SIDEWALK REPAIR PLANS FOR: *GREENVILLE FIRE DAMAGE*

PLUMAS COUNTY, CA

SCALE:
DRAWN: AVH
CHECKED: AVH
DATE: 12/2025
NOTES:

SHEET 19

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Adopt RESOLUTION Approving and authorizing the execution of a contract with California Department of Parks and Recreation, for the purpose of providing groomed over snow vehicle trails within Plumas County; authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trail heads. No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
The Director of Public Works respectfully recommends that the Board of Supervisors adopts the attached Resolution authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trailheads.

Background and Discussion:
For nearly 25 years, the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division has provided funding for the Over-the-Snow Grant Program for Winter recreation within Plumas County.

For several years, the Public Works Department has provided snow-clearing services for the State Parks and Recreation Department in the Gold Lake area, the Bucks Lake area, and LaPorte area, and the Chester/Lake Almanor area.

Approval is requested for a Resolution authorizing the execution of a contract with the California Department of Parks and Recreation, for the purpose of providing groomed over snow vehicle trails within Plumas County.

The attached Board Resolution authorizing the Department of Public Works to enter into a land-use contract with the California State Parks has been approved as to form by County Counsel.

Action:

Adopt **RESOLUTION** Approving and authorizing the execution of a contract with California Department of Parks and Recreation, for the purpose of providing groomed over snow vehicle trails within Plumas County; authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trail heads. No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund impact. Road fund.

Attachments:
1. RESOLUTION OSV Program

RESOLUTION NO. 25-_____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, FOR THE PURPOSE OF PROVIDING GROOMED OVER SNOW VEHICLE TRAILS WITHIN PLUMAS COUNTY

WHEREAS, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which assigns the Department of Parks and Recreation the responsibility of providing a statewide system of managed OHV recreational opportunities; and

WHEREAS, the Department of Parks and Recreation fulfills this responsibility, in part, through cooperative partnerships with likeminded government entities; and

WHEREAS, historically, Plumas County has been a party to one such partnership, which is administered through a contract, for the purpose of providing groomed Over Snow Vehicle trails within the county; and

WHEREAS, under this contract, Plumas County provides services necessary for the operation and maintenance of the Over Snow Vehicle trails; and

WHEREAS, the Department of Parks and Recreation reimburses the county for the services as outlined in the contract; and

WHEREAS, the current contract is scheduled to expire on September 30, 2025; and

WHEREAS, in order to ensure that the Over Snow Vehicle trails in Plumas county remain open to the public, the parties desire to execute a new contract and continue as cooperative partners.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby approves the execution of a contract with the State of California Department of Parks and Recreation, Over Snow Vehicle Program.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th of August 2025, by the following vote:

YES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

_____

Chair of the Board of Supervisors

ATTEST:

_____

Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Damien Frank, Administrative Services Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant 1 FTE Management Analyst I/II position due to resignation; (No General Fund Impact) road funds.**

Recommendation:
Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant 1 FTE Management Analyst I/II position due to resignation; (No General Fund Impact) road funds.

Background and Discussion:
One (1) FTE Management Analyst I/II has resigned from the Department effective August 8, 2025.

The Department is requesting to recruit and fill this position.

This position is funded and allocated in the proposed FY25/26 budget of the Department of Public Works.

Action:

Approve and authorize Public Works/Road Department to recruit and fill, funded and allocated, vacant 1 FTE Management Analyst I/II position due to resignation; (No General Fund Impact) road funds.

Fiscal Impact:

No General Fund Impact, Road funds.

Attachments:
1. Management Analyst I - DPW
2. Management Analyst II - DPW
3. CRITICAL STAFFING QUEST Mmt Analyst 8-5-25
4. Department Org Chart

MANAGEMENT ANALYST I

DEFINITION

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of a department(s) or the County government; to develop, implement and evaluate policies, plans and programs and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first experienced level in the Management Analyst class series. Incumbents are expected to learn and perform increasingly difficult and complex management analyst tasks and conduct management studies for County Departments. Incumbents are expected to increase their skill in knowledge of budgetary, administrative, fiscal, operational and organizational areas of County government.

REPORTS TO

Department Head.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

MANAGEMENT ANALYST I – 2

EXAMPLES OF DUTIES

- Performs general and specialized studies, surveys and analysis relating to matters of County government operation.
- Reviews revenues and expenditure requests from County departments and makes recommendations based on program objectives and requirements.
- Assists in compiling and analyzing.
- Monitors revenues and expenditures of various County departments.
- Makes periodic reports on budget status.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulations.
- Gathers, tabulates and analyzes data and information.
- Develops recommendations and prepares reports.
- May assist in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development of bids and specifications for major purchases.
- Will administer or negotiate leases and service contracts.
- May represent the County at meetings and conferences.
- May coordinate part of the County risk management, Health Insurance Portability and Accountability Act (HIPPA), and Medi-Cal Administrative Activity programs.
- Performs a variety of staff support duties and other specialized functions as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit outstation county departments, staff, programs and operations.

MANAGEMENT ANALYST I – 3

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Local government origination, operation and legislative process.
- Statistical methods and practices of financial administration including governmental accounting
- Functions, originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and communication styles

ABLITIY TO

- Perform a variety of specialized analytical studies
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the county with public, community organizations, other county staff, and other government agencies
- Establish and maintain effective working relationships

MANAGEMENT ANALYST I – 4

TRAINING AND EXPERIENCE:

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

Possession of a bachelor's degree in public or business administration or a related field.

Job-related experience may be substituted for educational requirements on a year-to-year basis. Job-related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

Special Requirements:

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

MANAGEMENT ANALYST II

DEFINITION

Under supervision, to perform surveys, studies and analysis of budgetary, administrative organizational and operational matters of a department(s) or the County government; to develop, implement and evaluate policies, plans and programs and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced to advanced experienced level in the management analyst class series. Incumbents are expected to perform increasingly difficult and complex management analyst tasks and conduct management studies for County departments. Incumbents are expected to carry out assigned risk management, purchasing, and other specialized functions.

REPORTS TO

Department Head.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

MANAGEMENT ANALYST II – 2

EXAMPLES OF DUTIES

- Performs general and specialized studies, surveys, and analysis relating to matters of County government operation.
- Reviews revenues and expedites requests of County departments and makes recommendations based on program objectives and requirements.
- Assists in compiling and analyzing.
- Monitors revenues and expenditures of various County departments.
- Makes periodic reports on budget status.
- Studies and makes recommendations related to administrative and operational policies and procedures.
- Monitors department compliance with federal and state regulations.
- Gathers, tabulates and analyzes data and information.
- Develops recommendations and prepares reports.
- May assist in developing grant applications and administering grants.
- Makes oral and written presentations to various commissions and boards.
- May coordinate the development bids and specifications for major purchases.
- Will administer or negotiate leases and service contracts.
- May represent the County at meetings and conferences.
- May coordinate part of the County risk management, Health Insurance Portability and Accountability Act (HIPPA), and Medi-Cal Administrative Activity programs.
- Performs a variety of staff support duties and other specialized functions as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment with continuous contact with staff and public. Some field trips will be necessary to attend training/meetings, visit out-station county departments, staff, programs and operations.

MANAGEMENT ANALYST II – 3

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF

- Local government origination, operation and legislative process.
- Statistical methods and practices of financial administration including governmental accounting
- Functions, originations and programs of local government in California
- Basic research methods and techniques
- Effective oral and communication styles
- Organization, functions, programs, and policies of Plumas County Government

ABLITIY TO

- Perform a variety of specialized analytical studies
- Effectively present ideas and recommendations orally and in writing
- Analyze and evaluate a variety of information, researching and gathering appropriate data to resolve problems
- Develop and administer grants
- Prepare a variety of comprehensive reports
- Effectively represent the programs and functions of the County with public, community organizations, other County staff, and other government agencies
- Establish and maintain effective working relationships

MANAGEMENT ANALYST II – 4

TRAINING AND EXPERIENCE:

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

Possession of a bachelor's degree in public or business administration or a related field.
Two (2) years of experience in performing the duties and responsibilities relevant to that of a Management Analyst I with Plumas County.

Job-related experience might be substituted for education requirements on a year-to-year basis. Job-related experience would be defined as experience performing duties set forth in the "Examples of Duties" in this job description.

Special Requirements:

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED

Public Works Management Analyst I/II Position

_ Is there a legitimate business, statutory or financial justification to fill the position?
Management Analyst I/IIs provide surveys, studies and analysis of budgetary, administrative organizational and operational matters of a department.

_ Why is it critical that this position be filled at this time?
Management Analyst I/IIs provide complex financial analysis, which is required by the Department.

_ How long has the position been vacant?
This position will become vacant effective August 8, 2025.

_ Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 25/26 budget includes funds for this position.

_ What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

_ What core function will be impacted without filling the position prior to July 1? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

_ A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

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

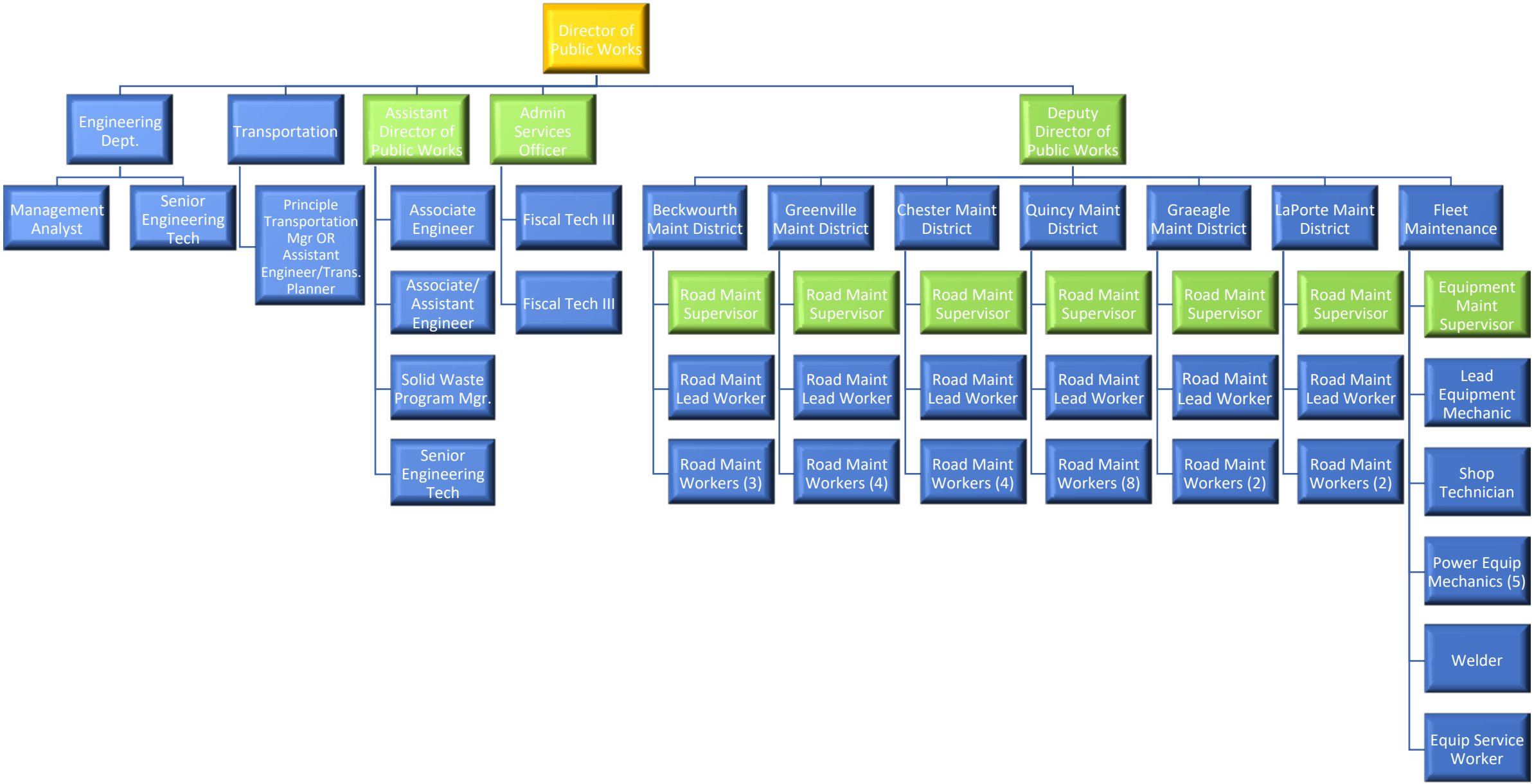
_ Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

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

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

22/23 $0 23/24 $0 24/25 $0

df 4/22/2025


Director of Public Works
Engineering Dept.
Transportation
Assistant Director of Public Works
Admin Services Officer
Deputy Director of Public Works
Management Analyst
Senior Engineering Tech
Principle Transportation Mgr OR Assistant Engineer/Trans. Planner
Associate Engineer
Associate/ Assistant Engineer
Solid Waste Program Mgr.
Senior Engineering Tech
Fiscal Tech III
Fiscal Tech III
Beckwourth Maint District
Greenville Maint District
Chester Maint District
Quincy Maint District
Graeagle Maint District
LaPorte Maint District
Fleet Maintenance
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (3)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (8)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Equipment Maint Supervisor
Lead Equipment Mechanic
Shop Technician
Power Equip Mechanics (5)
Welder
Equip Service Worker

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Gold Country Storage for storing office records and transitional housing furniture, effective July 1, 2025; not to exceed $3,500 per fiscal year. (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Gold Country Storage for storing office records and transitional housing furniture, effective July 1, 2025; not to exceed $3,500 per fiscal year. (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

Background and Discussion:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Gold Country Storage for storing office records and transitional housing furniture, effective July 1, 2025; not to exceed $3,500 per fiscal year. (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Gold Country Storage for storing office records and transitional housing furniture, effective July 1, 2025; not to exceed $3,500 per fiscal year. Approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal funding.

Attachments:
1. Gold Country Storage 25 28

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 Gold Country Self Storage LLC, a Limited Liability Company (hereinafter referred to as "Contractor").

The parties agree as follows:

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

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 the maximum compensation amount of Three Thousand Five Hundred and no/dollars $3,500.00 for fiscal years 2025/26, 2026/27 and 2027/28.

3. Term. The term of this agreement shall be from July 1, 2025 and shall remain in effect through June 30, 2028, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Gold Country Self Storage LLC., 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.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all

applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever

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

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

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.*

relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:
Gold Country Self Storage, LLC
101 Trilogy Lane
Quincy, Ca 95971

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

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

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

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving

Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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

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

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

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

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.

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

CONTRACTOR:

Gold Country Self Storage, LLC

By:_____
Name: Michele Cruz
Title: Manager
Date signed:

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: 07/10/2021

APPROVED AS TO CONTENT:

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

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Rental of three-unit sizes 10 X 20 located at 101 Trilogy Lane, Quincy, California facility.

These units will be secured with locks under the control of Behavioral Health and used as storage for Behavioral Health records and office furniture.

Owner agrees that no rented unit will be opened without the presence of a Behavioral Health employee.

Owner agrees that notice must be given to Behavioral Health should owner desire to enter and a mutually agreed-upon time for opening be established.

EXHIBIT B

Fee Schedule

Rental rate per month for each storage unit $70.00 payable in advance

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 Gold Country Self Storage, LLC., 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 is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

f. Business **Associate's Agents.** BA shall ensure that any agents, including 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."

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 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.

10. **HIPAA Privacy Contact**

Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report to County Breaches of County PHI in accordance with the HIPAA laws. Oral notification shall be made to the HIPAA Privacy Officer Jessica McGill. Written notification shall be sent to the following address:

HIPAA Privacy Officer
Attn: Jessica McGill
270 County Hospital Road Suite 109
Quincy, CA 95971
Or by Email at: Jmcgill@pcbh.services

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa LMFT	Name: Michele Cruz
Title: Behavioral Health Director	Title: Manager
Address: 270 County Hospital Road, Suite 109 Quincy, California 95971	Address: 101 Trilogy Lane. Quincy, CA 95971
Signed: Sharon R. Sousa, LMFT	Signed:
Date: 07/10/2025	Date: 7-23-25

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District school-based Mental Health services, effective July 1, 2025; not to exceed $251,932.00 (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District school-based Mental Health services, effective July 1, 2025; not to exceed $251,932.00 (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.

Background and Discussion:
Behavioral Health will be contracting with Plumas Unified School District to expand school-based services and to meet the increasing need for school-based mental health services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District school-based Mental Health services, effective July 1, 2025; not to exceed $251,932.00 (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act

Attachments:
1. PUSD FY 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 Unified School District**, 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 two hundred fifty-one thousand, nine hundred thirty-two dollars ($251,932.00).

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.

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.

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).

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.

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:

Melissa Leal, Assistant Superintendent
Plumas Unified School District
50 Church 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.

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.

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]

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

CONTRACTOR:

Plumas Unified School District, a political subdivision of the State of California

By: Melissa Leal
Name: Melissa Leal
Title: Assistant Superintendent
Date signed: 7/8/25

By: JoDee Johnson
Name: ~~Jodi Reed~~ JoDee Johnson
Title: Governing Board President
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:

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

Attest:

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

Approved as to form:
Craig Settlemire
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 UNIFIED SCHOOL DISTRICT 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 is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

f. **Business Associate's Agents.** BA shall ensure that any agents, including 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."

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 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, LMFT

Date: 04/30/2025

BUSINESS ASSOCIATE

Name: Melissa Leal

Title: Assistant Superintendent

Address: 50 Church Street

Quincy, California, 95971

Signed:

Date:

EXHIBIT A - SCOPE OF WORK

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

Plumas Unified School District (PUSD) and Plumas County Behavioral Health (PCBH) have worked 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 PUSD 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 PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

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 Unified School District 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 PUSD include IEP (Individualized Education Plan) 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 PUSD 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. PUSD Early Intervention supports also include supports for family members of students, provided by or supported through Student Service Coordinators.

Deliverables:

- PUSD will provide referral to PCPH for all Tier III individuals for assessment and level of care determination.

- PUSD will provide up to 3.0 FTE for school based mental health services.
- PUSD will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance).
- PUSD will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- PUSD 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. Examples of ways student might be receiving Tier II services may include: individual therapy or one on one meeting with student service coordinators, group sessions, small group interventions on the playground or in the classroom, daily/weekly/monthly check in check out etc.

Measurable outcomes:

- PUSD will improve timely access to mental health services for the underserved population of school children and youth. Site-based intervention teams meet 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. PUSD will be able to report out the number of students referred to mental health services across the district quarterly (see below for collection method).
- PUSD 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 shall meet monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- PUSD 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 PUSD at the quarterly reporting periods.
- PUSD 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. Examples of ways student might be receiving Tier II services may include: individual therapy or one on one meeting with student service coordinators, group sessions, small group interventions on the playground or in the classroom, daily/weekly/monthly check in check out etc.

Data collection methods:

- PUSD will utilize student database to extract demographic reporting of students served.

- PUSD will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.
- PUSD will report out the number of students within the district receiving Tier II mental health evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.
- PUSD 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.

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

Children and their families (0-15)	>1000
Transition Age Youth (TAY) (16-25)	>275
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 Unified School District
50 Church Street
Quincy CA 95971

Chester Elementary School
158 Aspen Street, Chester, CA 96020

Chester Junior/Senior High School
612 First Street, Chester, CA 96020

Greenville Elementary School
Greenville, CA 95947

Greenville Junior/Senior High School
Greenville, CA 95947

Quincy Elementary School
175 N. Mill Creek Road, Quincy, CA 95971
246 Alder Street, Quincy, CA 95971

Quincy Junior/Senior High School
6 Quincy Junction Road, Quincy, CA 95971

C. Roy Carmichael Elementary School
895 West Street, Portola, CA 96122

Portola Junior/Senior High School
155 Sixth Avenue, Portola, CA 96122

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 Unified School District, 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.

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 PUSD 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. PUSD 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 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: Section14680, 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		
Up to 3.0 FTE Behavioral Health Services Staff	100% salary and benefit cost	$251,932
Other Program Costs – In Kind)		
Supplies	Supplies, materials and incentives for awareness	$12,000

	months and PBIS awards	
Travel	Some travel may be necessary between communities	$2,000
Other	Certificated and classified engagement and support of PBIS implementation Tiers I & II	$48,900
Indirect	Administrative oversight of PBIS infrastructure and SSC's, tech support and equipment, fiscal staff support, facilities and maintenance support	$34,105
Total MHSA for Year 1		$251,932
PUSD In-Kind Expenditures		$97,005
Total Program Cost		$348,937

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Department of Health Care Services for the county's non federal share of Medi-Cal payments for Drug Medi-CAL services; effective July 1, 2023; No General Fund Impact. State and Federal Funds. Approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Department of Health Care Services for the county's nonfederal share of Medi-Cal payments for Drug Medi-CAL services; effective July 1, 2023; No General Fund Impact. State and Federal Funds. Approved as to form by County Counsel.

Background and Discussion:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Department of Health Care Services for the county's nonfederal share of Medi-Cal payments for Drug Medi-CAL services; Approved as to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Department of Health Care Services for the county's nonfederal share of Medi-Cal payments for Drug Medi-CAL services.

Fiscal Impact:

No General Fund Impact. State and Federal Funds

Attachments:
1. IGT

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES ("DHCS") and the COUNTY OF Plumas ("Governmental Funding Entity") with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds.

1.1. For the county nonfederal share of Medi-Cal payments for Drug Medi-Cal services furnished through the Governmental Funding Entity's Drug Medi-Cal County (DMC) delivery system, and consistent with Welfare and Institutions Code 14184.403, the Governmental Funding Entity agrees to the transfer of public funds to DHCS for the service period of July 1, 2023 through December 31, 2026 ("Service Period"). The Governmental Funding Entity shall transfer the public funds in accordance with the terms and conditions of this Agreement, Welfare and Institutions Code 14164, and DHCS issued Behavioral Health Information Notices.

1.2. In any month in which the DMC County Funds Accounting ("CFA") balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county non-federal share of approved claims. "CFA balance" is defined as the real time balance in the Governmental Funding Entity's CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding Entity's CFA and release the applicable claim file for payment.

1.3. The Governmental Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this Agreement through a wire transfer, Automated Clearing House, or physical check.

1.4. If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.5. The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.6. The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to Section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.7. The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in Section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS.DHCS shall recoup the dis- allowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.8. The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.5. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1. DHCS shall provide the Governmental Funding Entity a CFA report on the 15th of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.2. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1. DHCS shall exercise its authority under Section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2. The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of Drug Medi-Cal services Section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the Medi-Cal behavioral health delivery system associated with the Governmental Funding Entity, consistent with applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with Section 14184.403 of the Welfare and Institutions Code.

3.3. DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The Drug Medi-Cal health system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Drug Medi-Cal System shall meet such costs.

4. Dispute Resolution Process.

4.1. In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120 calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2. Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1. No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2. The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:

Plumas County Behavioral Health
270 County Hospital Road Suite #109
Quincy, CA 95971

With copies to:

Plumas County Behavioral Health
270 County Hospital Road Suite #109
Quincy, CA 95971

To DHCS:

Kenneth Rhodes, Fiscal Section
California Department of Health Care Services Local Government Finance Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
BH-IGT@dhcs.ca.gov

7. Other Provisions.

7.1. This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's Medi-Cal behavioral health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

7.2. The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

7.3. Section 2 of this Agreement shall remain in effect for 15 months after the expiration or termination of this Agreement.

7.4. Nothing in this Agreement is intended to confer any rights or remedies on any third party, any third party provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

7.5. Time is of the essence in this Agreement.

7.6. Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7.7. For purposes of this Agreement, "approved claims" shall mean Drug Medi-Cal claims submitted to the Short-Doyle Medi-Cal claiming system submitted by and approved for payment to the Governmental Funding Entity.

8. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

9. Approval. This Agreement is of no force and effect until signed by the parties.

10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

11. The parties hereto have mutually agreed that upon execution of this IGT agreement,

the previous IGT Agreement and all amendments thereto shall automatically terminate, with the effect of such termination retroactive to 12/31/2024 , and this IGT Agreement shall supersede the previous IGT Agreement in its entirety.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE (County of Plumas):

By: _____ Date:

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date:

_____

[DHCS SIGNATORY]

4876-8854-2045.2

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and the County of Butte to provide live virtual DUI programs for Plumas County clients; effective July 1, 2025; this agreement is non-financial and approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and the County of Butte to provide live virtual DUI programs for Plumas County clients; effective July 1, 2025; this agreement is non-financial and approved as to form by County Counsel.

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and the County of Butte to provide live virtual DUI programs for Plumas County clients; effective July 1, 2025; this agreement is non-financial and approved as to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and the County of Butte to provide live virtual DUI programs for Plumas County clients; effective July 1, 2025; this agreement is non-financial and approved as to form by County Counsel.

Fiscal Impact:

This agreement is non-financial.

Attachments:

1. Butte Co DUI

Mutual Aid Memorandum of Understanding
Between
County of Butte
And
Plumas County Department of Behavioral Health
FY 2025/26

1) INTRODUCTION:

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative agreement between Plumas County Department of Behavioral Health, herein after referred to as **PLUMAS**, and the County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter refer to as **COUNTY**, to allow Out-of-County clients to enroll in a licensed Driving Under the Influence (DUI) Program, and for **PLUMAS** to implement a contract with the DUI Program Provider **COUNTY** is currently utilizing. **PLUMAS** and **COUNTY** may be collectively referred to as "PARTIES" and individually as a "PARTY."

2) PURPOSE:

Per Health & Safety Code 11837.2, a person is eligible to participate in a DUI Program if the program is operating in any of the following:

(A) The county where the person is convicted.
(B) The county where the person resides.
(C) A county that has an agreement with the person's county of residence pursuant to Health and Safety Code (HSC), Section 11838.

PLUMAS has advised **COUNTY** that **PLUMAS's** DUI clients will be unable to enroll in a local licensed DUI Program due to Program Closures in their county. To be in compliance with court orders and Department of Motor Vehicle (DMV) driver's license requirements, DUI clients are seeking alternative programs to enroll in.

DUI Program Closures create hardships for DUI clients, affecting their ability to apply for a restricted driver's license and extending the period for which their eligibility to receive full license reinstatement post-DUI Program completion.

DUI Program Closures place the public at risk for a higher number of DUI clients' recidivism, and DMV annual reports have validated DUI program attendance as a critical component of reduced recidivism in California.

COUNTY's current DUI Program(s) are able to provide services using Live Virtual Services, which opens the opportunity to serve Out-of-County clients.

3) TERMS AND CONDITIONS:

TERM:

The term of this MOU shall commence from **July 1, 2025,** through **June 30, 2026**. PARTIES agree that the accommodation of sharing DUI Program providers shall be

for a limited time not to exceed the term of MOU to allow **PLUMAS** opportunity to source a provider to operate a DUI Program for **PLUMAS** clients.

TERMINATION:

PARTIES may terminate agreement for any reason with thirty (30) days written notice.

REIMBURSEMENT:

MOU is non-financial. **PLUMAS** shall contract directly with DUI Program Provider for services.

CLIENT PRIORITY:

COUNTY's current DUI Program(s) have the available staff needed to take on additional clients and confirmed any additional DUI clients shall not affect **COUNTY's** DUI clients. Should a shortage of available staffing and services occur, it is agreed that **COUNTY** clients shall have priority. In the event of a shortage of staffing or services arise, **COUNTY** shall request that the DUI program increase staff and services as needed to accommodate the increased number of DUI clients being served.

NON-ASSIGNMENT:

Neither PARTY shall assign, transfer or subcontract this MOU nor their rights or responsibilities under this MOU without prior written consent of the other PARTY.

CONFIDENTIALITY:

PLUMAS shall maintain the confidentiality of all records and information, including, but not limited to, client records, and information, to the extent required by United States Code 42 (USC) 1320d et seq.; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and Code of Federal Regulations 42 (CFR) Part 2, to comply with the applicable requirements of the law(s), including any subsequent amendments thereto relating to protected health information and in accordance with Welfare and Institutions Code (W&I) 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 Out-of-County DUI clients protected 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. PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. **PLUMAS** shall indemnify and hold harmless **COUNTY**, 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 **PLUMAS**, its officers, employees, or agents.

INDEMNIFICATION::

PLUMAS agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release **COUNTY**, its officers, agents and

employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including **PLUMAS**, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by **PLUMAS** hereunder, whether or not there is concurrent negligence on the part of **COUNTY**, but excluding liability due to the active negligence or willful misconduct of **COUNTY**. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for **PLUMAS** or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. **PLUMAS** shall be liable to **COUNTY** for any loss of or damage to **COUNTY** property arising out of or in connection with **PLUMAS** negligence or willful misconduct.

NON-DISCRIMINATION: During the performance of this MOU, PARTIES shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

RELATIONSHIP OF PARTIES: It is understood that this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

ENTIRE AGREEMENT AND MODIFICATION: This MOU contains the entire agreement of PARTIES relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both PARTIES.

ENFORCEABILITY AND SEVERABILITY: The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

4) NOTICES:

All notices, correspondence, reports and/or statements authorized or required by this MOU shall be addressed to the liaisons as follows:

PLUMAS: Sharon Sousa, LMFT- Director
Plumas County Behavioral Health
270 County Hospital Rd #109
Quincy, CA 95971
ssousa@pcbh.services
Phone: 530-283-6307
Fax: 530-283-6045

COUNTY: Melody Robinson- Assistant Director
3217 Cohasset Road
Chico, CA 95973
mrobinson@buttecounty.net
Phone: 530-891-2850
Fax: 530-879-3935

5) VOLUNTARY PARTICIPATION:

This MOU is a voluntary agreement between **PLUMAS** and **COUNTY**. By signing this MOU, PARTIES are evidencing their intent to abide by the terms of the MOU as described above.

Signature page follows

IN WITNESS WHEREOF, PARTIES hereto, by their duly authorized representative, have affixed their hands on the day and year first above written.

COUNTY OF **BUTTE**

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

Sarah MacArthur, Deputy Director Date
Butte County General Services

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

Date

Reviewed for Contract Policy Compliance Department of General Services Contracts Division:

By Date

COUNTY OF **PLUMAS**

Sharon L. Sousa, LMFT 07/25/2025
Sharon Sousa, LMFT, Director Date
Plumas County Department of Behavioral Health

Kevin Goss, Chair Date
Plumas County Board of Supervisors

Allen Hiskey, Clerk of the Board Date

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency's Alcohol and Other Drug Prevention program, focusing on Plumas County's youth, effective July 1, 2025; not to exceed $110,078.00; (No General Fund Impact)a combination of State and Federal funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency's Alcohol and Other Drug Prevention program, focusing on Plumas County's youth, effective July 1, 2025; not to exceed $110,078.00; (No General Fund Impact) a combination of State and Federal funding; approved as to form by County Counsel.

Background and Discussion:
Plumas County Public Health Agency will promote individual and community health and well-being through innovative partnerships, public planning, and policy, ensuring access to respectful services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency's Alcohol and Other Drug Prevention program, focusing on Plumas County's youth, effective July 1, 2025; not to exceed $110,078.00; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) a combination of State and Federal funding

Attachments:
1. 6127 FINAL (1)

Memorandum of Understanding

This interdepartmental memorandum of understanding (hereinafter MOU) is entered into on July 1, 2025, between the Plumas County Behavioral Health (hereinafter referred to as PCBH) and the Plumas County Public Health Agency (hereinafter referred to as PCPHA.) PCBH and PCPHA shall collectively be referred to as "Parties."

The Parties agree as follows:

1. **RESPONSIBILITIES OF PCBH:** During the term of this agreement, PCBH shall:

    1.1. Monitor and participate in regular meetings with prevention team and stakeholders.

    1.2. Monitor PCPHA Primary Prevention services rendered to stakeholders across the county.

    1.3. Conduct Pre-Award Risk Assessment prior to renewal of this MOU.

The mission of the Plumas County Public Health Agency (PCPHA) is to promote and protect individual and community health and well-being. We do this through innovative partnerships, public planning and policy, and ensuring access to respectful services. PCPHA's Alcohol and Other Drug (AOD) Prevention program aim to carry out the agency's mission regarding Plumas County's youth. Plumas County Behavioral Health recognizes that Plumas County Public Health will provide the majority of Outreach and Engagement services while Behavioral Health monitors regular meetings.

2. RESPONSIBILITIES OF PCPHA: During the term of this agreement, PCPHA shall:

    2.1. Facilitate regular meetings with county youth (Plumas Youth Undivided, Life Skills Training- Botivin Life Skills). Staff will hold in-person meetings with small groups of youth, screening for symptoms. Staff will conduct meetings in the schools.

    2.2. Report monthly PV data to DHCS and meet regularly with the Department of Healthcare Services (DHCS) representative for review of accuracy of information disseminated to DHCS.

    2.3. Duties and Services outlined in Exhibit I.

3. COMPENSATION

3.1. Behavioral Health shall pay Public Health for work as describes as RESPONSIBITIES OF PCPHA. The maximum amount payable under this agreement for the term of this MOU shall not exceed $110,078.00

4. **TERM OF AGREEMENT:** This agreement shall be effective beginning July 1, 2025, and shall continue 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 Plumas County Public Health Agency from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

5. **TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:

5.1. By mutual agreement of PCBH and PCPHA upon such terms and conditions as may be agreed upon.

5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

7. **NON-DISCRIMINATION:** Neither party shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

8. **CONFIDENTIALITY:** PCBH and PCPHA are aware of the respective confidentiality laws governing services and Welfare and Institutions Code 300 cases.

9. **NOTICES**: Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to the Public Health Department:	**If to Plumas County Behavioral Health:**
Public Health Director 270 Hospital Road, Suite 206 Quincy, CA 95971	Behavioral Health Director 270 Hospital Road, Suite 109 Quincy, CA 95971

10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

If to the Public Health Department	**If to Plumas County Behavioral Health:**
Public Health Director 270 Hospital Road, Suite 206 Quincy, CA 95971	Alcohol and Drug Administrator 270 Hospital Road, Suite 109 Quincy, CA 95971

11. **DOCUMENT RETENTION AND REPORTING:** PCBH and PCPHA agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives. PCBH shall also provide all information necessary for quarterly reports or other reports required by PCPHA, or the Federal government.

12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the PCPHA or PCBH, effective with the date funding is discontinued or decreased.

13. **CONFLICT OF INTEREST:** PCBH and PCPHA shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

14. **MISCELLANEOUS PROVISIONS:** PCBH and PCPHA will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. (Title 24, California Administrative Code.) If the amount of this agreement is in excess of $10,000.00 PCBH is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). If the amount of this agreement is **in** excess of $100,000.00, PCBH is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

15. **LICENSING OR ACCREDITATION**: Where applicable PCBH shall maintain the appropriate license or accreditation through the life of this contract.

16. **COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.

17. **LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law). The venue for any action arising from this agreement shall be in Plumas County, California.

18. **AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

19. **HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

[SIGNATURES ON FOLLOWING PAGE]

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

By:_____
Name: Nicole Reinert
Title: Public Health Director
Date signed:

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

CONTENT:

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

ATTEST:

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

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

Substance Abuse Prevention and Treatment Block Grant (SABG)
Primary Prevention Set-Aside Appendix

County Name: Plumas

Primary Prevention Set-Aside Appendix

The Primary Prevention Set-Aside must include the following:

1. **Detailed Budget**

   Please complete the Excel County workbook template for the Primary Prevention Set-Aside.

2. **Program Narrative for Primary Prevention Set-Aside**

   The Detailed Budget for Primary Prevention must coincide with the Program Narrative. Please ensure the titles of the Budget and the Narrative correspond. The following categories must align with the County Strategic Prevention Plan (SPP) utilizing the Strategic Prevention Framework (SPF). Please notate any changes since the development of the SPP.

   a) **Assessment (Not to exceed 1.5 pages)**

      1. Statement of Purpose: Provide the county's overall organizational purpose/goals for primary prevention services
         Note: This information can be found in the SPP Introduction chapter.

      2. Priority Areas and Goals: Indicate the priority areas, goals, and the risk factors they address.
         a. Include the target population/service areas that prevention services will focus on and provide a data based justification for each. Target populations/service areas will need to align with objectives in the logic model.

   b) **Capacity - County Staff:**

- **Nicole Reinert** (.02): Plumas County Public Health Agency- Health Education Division Director

- **Danielle Blust:** (.4 FTE) Plumas County Public Health Agency- Health Education Specialist, AOD Prevention Program Lead, Opioid Misuse Reduction
- **Maryann Kokes:** (.2 FTE): Youth AOD Prevention Program Staff

AOD Programs:

- **Plumas Youth Undivided-Previous Known as Friday Night Live**

  Youth programs are grounded in youth development principles that promote healthy development for all youth rather than focusing on problem reduction alone. Programs are designed to engage youth more actively in program decision-making, planning, and implementation to deliver programs that foster autonomy, safety, community partnerships, youth/adult partnerships and demonstrate cultural and civic competence, all of which research identifies as key developmental outcomes. These standards of practice include a physically and emotionally safe environment, opportunities for involvement and connection to community and school, opportunities for leaderships and advocacy, opportunities to engage in skill-building activities, and caring and meaningful relationships with adults and youth. Studies continue to provide evidence that these standards remain effective for positive youth development. Recent research demonstrates how integrating positive youth development frameworks into programs protects against tobacco and alcohol initiation among youth, and results in increased adolescent sexual and reproductive health. Research indicated that when these key features are incorporated into a youth program or setting, youth will experience the necessary supports, opportunities, and relationships to foster positive developmental outcomes, which ultimately lead to longer-term positive outcomes, such as economic self-sufficiency, responsibility, and civic participation.

  There are lunch meetings offered to all Junior High-grade youth at all four public schools (depending on staffing) which include Chester, Greenville, Quincy and Portola. Community service, social action activities, participation in advocacy for safe and healthy environments and promotion of healthy policies are organized by youth to appeal to youth. Youth gain leadership skills and build meaningful relationships with their peers and adult allies, while working to make positive change in their communities. Students involved accurately represent the racial and ethnic demographics of Plumas County residents. The majority of young people involved come from low-income families. There is also a large representation of LGBQT members. As of 2023, due to staffing, we have only facilitated meetings at Quincy Jr. High School and Quincy Charter School.

- **LifeSkills Training-**

  Botivin LifeSkills Training was previously offered to all 7-12th grade students at each Jr./Sr. high school and charter schools every other year. We have adjusted this program to be offered yearly for 6th grade students in

all Elementary schools including Charter Schools. An ideal implementation of this program would be for it to be offered annually at all four public Jr./Sr. high schools, if staffing allows.
"The new edition of Botvin LifeSkills Training Middle School program is a ground-breaking substance abuse prevention program based on more than 30 years of rigorous scientific research. Now updated to be the most effective evidence-based programs used in schools today. LifeSkills Training is comprehensive, dynamic, and developmentally designed to promote positive youth development. In addition to helping children resist drug, alcohol, and tobacco use, the Botvin LifeSkills Training Middle School program also effectively supports the reduction of violence and other high-risk behaviors."

This highly interactive program strengthens student resistance skills in the following areas:

- Personal Self-Management Skills

Students develop skills that help them enhance self-esteem, develop problem-solving abilities, reduce stress and anxiety, and manage anger.

- General Social Skills

Students gain skills to meet personal challenges such as overcoming shyness, communicating clearly, building relationships, and avoiding violence.

- Drug Resistance Skills

Students build effective defenses against pressures to use tobacco, alcohol and other drugs.

- **Brief Interventions for Substance Using Adolescents-**
  Brief Interventions have been utilized by youth in Chester, Portola, Greenville and Quincy. This program provides individual prevention services for youth suspended for AOD-related offenses or referred by a school employee or themselves. During brief intervention sessions, the youth will gain skills and resources to help cope with life's pressures during critical stages which could otherwise lead to negative choices.

County Providers:

- The Plumas County Public Health Agency is the sole recipient of the (SAPT BG) Primary Prevention Set-Aside dollars. All funded programs are discussed in further detail under county programs. Additional funding sources are also used to increase the AOD Prevention program's ability to provide sustainable countywide services.

County Coalitions/Groups:

- **Northern Sierra Opioid Safety Coalition-**
  Works to prevent opioid-related deaths in Plumas, Sierra, Modoc and Lassen counties. The coalition is split into two major workgroups, one focusing on Harm Reduction and the other working on Primary Prevention of Opioid Misuse. This coalition is led by Plumas County Public Health Agency.

- **Plumas County Harm Reduction-**
  AOD has partnered with Harm Reduction to educate youth/and parents on Safe Storage of Medication, Safe Disposal of Medications, and Naloxone Distribution.
- **20,000 Lives Youth Prevention Workgroup-**
  A wide variety of county partners comprise this Workgroup. Members include Student Service's Coordinators, the Tobacco Use Reduction Program, Supplemental Nutrition Assistance Program, Feather River College- Upward Bound and Trio Program, Roundhouse Council, Plumas Rural Services- Safe Base Program, Court Appointed Special Advocates (CASA) and other community partners. The purpose of this Workgroup is to expand multi-agency collaboration and resources among multiple county partners, who work with youth and youth influencers. AOD also uses this opportunity to present any local data that might be beneficial for other youth partners.
- **Juvenile Justice and Delinquency Prevention Commission-**
  Members include Probation, a Juvenile Judge, Portola City Council Member, Plumas Crisis Intervention and Resource Centers, Plumas Rural Services, Mental Health, Environmental Protection, CASA, FNL Youth Council Members, and others who work with youth. Agencies discuss current activities and programs relating to youth and possible multi-agency coordination of efforts.

County Partners:

- **Public Health Agency's Tobacco Use Reduction/Prevention Education Program (TURP)**
  The youth involved in Plumas Youth have assisted this program in a variety of activities, such as Healthy Stores Healthy Communities and the implementation of a Tobacco Retail Licensing policy, facilitating meetings for each other programs, collaborate during Red Ribbon Week, and Community Skate Nights. In the future, Plumas Youth Undivided plans to continue to coordinate community events and activities with TURP
- **Plumas County Office of Education, Student Service's Coordinators**
  All public schools in the county have a student services coordinator who works in a single community to connect youth to services and support. The AOD prevention program works closely with all four Student Service's Coordinators at the Jr./Sr. high school campuses to assist in facilitating school-wide events. This collaboration has been crucial in expanding Plumas Youth Undivided activities and evidence-based interventions at all campuses depending on staff availability.
- **Public Health Agency's Supplemental Nutrition Assistance Program**
  Plumas Youth Undivided have tabled at the Quincy Farmer's Markets with the Supplemental Nutritional Assistance Program- Education. In the future, Plumas County hopes to increase collaboration by providing

activities at community events such as the Summer Meals for Kids program and by partnering to host a youth leadership conference each summer.

- **Plumas County Probation Department**
  The AOD prevention program has partnered with the probation department in the past to host family movie nights at community parks. As of 2023, Probation is working on proving Quincy High School, after school meetings as a disciplinary action for students with truancy. Plumas Youth Undivided will help facilitate meetings.
- **Plumas Rural Services- SafeBase Program**
  The SafeBase program works mainly in charter and continuation schools throughout the county. In the past, these groups have been utilized for focus groups. In the future, Plumas County hopes to collaborate more and build more of a relationship with youth who do not attend public schools, where most alcohol and other drug prevention programs take place.
- **Plumas Crisis Intervention and Resource Centers**
  The Plumas Crisis Intervention and Resource Centers have been a crucial partner in the expansion of AOD prevention activities. Youth have completed community service activities for this organization, such as community clean-ups and canned food drives.
- **Public Health Agency's Prescription Drug Overdose Prevention Project**
  The AOD prevention program has worked within the Northern Sierra Opioid Safety Coalition and plans to continue to partner on the prescription overdose prevention project. The PFS grant for primary prevention activities will greatly assist in the expansion of activities and programs to reduce opioids and prescriptions.
- **Adventure Monkeys, Community Skate Nights**
  Adventure Monkeys is a partnership with Plumas National Forest to host adventurous activities throughout the county including Roller Skate Nights, Summer Camps, and guided bike trail tours of the Plumas National Forest. AOD partnered with Adventure Monkeys to participate during the Youth portion of the event. AOD/other PH programs help staff provide a booth with free snacks, and educational material on AOD Prevention.

c) **Planning**

Logic Model

Priority Area: Underage Drinking

Problem Statement #1: Alcohol is easily accessible to youth.
Problem Statement #2: Underage Drinking is a social norm and is accepted by both youth and adults.
Contributing Factors: Youth are less involved in activities, youth think most friends use, and ease of access.
Goal #1: Decrease the availability of alcohol to youth by 2%
Goal #2: Change social norms in Plumas County regarding underage drinking prevention.

Objective	Strategies	Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes	Indicators
1. By 2025, decrease the ease of youth access to alcohol by 2% for 7th, 9th and 11th grade students at Chester, Portola, Quincy and Greenville Jr/Sr High Schools as measured by the CHKS.	1.1 Multi-Agency Collaboration/Coordination and Capacity Building. 1.2 Social Norm Campaign 1.3 Healthy Stores Healthy Communities Campaign 1.4 Youth Development Opportunities	Administer youth access survey to parents and community members. Develop an annual Public Health Agency Prevention Program with partners. Educate key stakeholders and Board of Supervisors on prevention efforts once annually. Provide 5 capacity building opportunities for Public Health personnel.	Increased knowledge on youth access points by partner and key stakeholders. Partners will report an increase in knowledge of alcohol and drug prevention. Work with other prevention programs (SNAP, TURP) to implement an annual youth development camp.	In 2025, ease of youth access to alcohol decreases by 2% for 7th, 9th and 11th grade students at Chester, Portola, Quincy and Greenville Jr/Sr High Schools as measured by the CHKS.	Healthy Kids Data Community Parent/Partner Survey Program records, attendance, number of events Event Evaluation

1.5 Change Laws and Policies	Develop parent targeted social norm campaign with the FNL Youth Council.	Parents will increase knowledge of laws, polices of underage alcohol use and access.	Social Host Documentation YD Survey
	Provide three community events presenting social norm campaign to 100 parents.	Retailers increase knowledge on commercial youth access to alcohol. Increase youth perception of harm of alcohol use.	Training Evaluations
	Provide Retail Education to 10 merchants annually.	Youth will report a commitment to not use alcohol as a minor.	Healthy Stores Healthy Communities Data
	Implement 7 FNL/CL chapters with 75 members.	Youth will experience youth development supports and opportunities.	
	Expand FNL/CL summer and after school meetings to all 4 communities in Plumas County		

2. **By 2025, increase evidence-based education opportunities in Plumas County schools.**	2.1 Social Norm Campaign 2.3 Youth Development Activities 2.4 Multi-Agency Collaboration/ Coordination and Capacity Building 2.5 Individual Education 2.6 Facilitating Lifeskills Curriculum	Review sample social host ordinances with key stakeholder groups. Administer college student alcohol use and access survey. Develop a social norm campaign. Begin recruitment for college students. Provide a college student with the opportunity to intern at Public Health. Begin working to implement Alcohol Education	Draft a social host ordinance. Pass a Social Host Ordinance to the Board of Supervisors. College students will report a decrease in youth social and retail access. College students will increase their knowledge of laws, policies, and the harm of underage alcohol use and access. Hire a Feather River College student as a Public Health Intern. Develop Alcohol Education Implementation	By 2025, increase knowledge of risks of substance misuse among adolescents. Provide opportunities for youth to develop resilience and participate in alternative, healthy activities	College Student Alcohol Use and Access Survey Program records, attendance, number of events Social Host Documentation

Plan with Feather River
College.

Logic Model

Priority Area: Youth Prescription Drug Misuse
Problem Statement: Prescription drugs are readily available to youth, with Plumas County having one of the highest prescribing and over dose rates in the state.
Contributing Factors: Early and persistent drug use among youth, youth associating with drug using peers, and ease of access.
Goal #1: Reduce the number of prescriptions prescribed and available to youth in Plumas County by 2.5%
Goal #2: Educate the community about the dangers associated with youth prescription drug misuse.

Objective	Strategies	Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes	Indicators
By 2025, develop a tool to monitor youth access to prescription drugs, and demonstrate a 2.5% decrease in youth prescription drug access and misuse measured from baseline data gathered.	1.1 Establish Safe Disposal and Storage Policies and Procedures 1.2 Multi-Agency Collaboration/Coordination and Capacity Building 1.3 Information, Educational Materials and Messaging Development 1.4 Youth Development 1.5 Outreach to College	Develop a tool to monitor youth access to prescription drug misuse and ease of access. Administer youth access survey to youth and youth influences. Review sample policies and procedures.	Youth and youth influences will report a decrease in access to and misuse of prescription drugs. Draft policies and procedures for drug storage and disposal. Youth Council will educate a minimum of 2 prescribers annually.	By 2025, a tool was developed to monitor youth access to prescription drugs, and demonstrated a decrease in youth prescription drug access and misuse by 2.5% measured	County Death Data College Aged Youth Use and Perception of Harm Survey CURES Data CDPH Prescribing and Death Data

Coordinate opiate misuse prevention work between the Youth Council and Partnerships for Success Grant.	Youth Council members will actively participate in local and state level prescription drug misuse prevention by increasing outreach and education activities from 1 to 8 annually.	from baseline data gathered.	Partnership for Success Data Collection Youth Development Surveys
Develop materials to educate prescribers to youth.	Distribute prescription misuse prevention information to 100 college students annually.		
Begin coordinating and building relationships with Feather River College.			

By 2025, increase evidence-based education opportunities in schools from 1 to 4 annually, as measured by the number of schools receiving services annually.	2.1 Multi-Agency Coordination/Collaboration and Capacity Building 2.3 Provide classroom education services to all public Jr./Sr. high schools annually.	Develop a plan for annual facilitation of curriculum. Personnel will complete appropriate training to be certified in curriculum.	Develop a survey to measure youth prescription drug misuse and perception of harm Administer use and perception of harm survey prior to and after completion of the course. Present plan for facilitation to the Board of Education for approval. Draft a MOU with the Office of Education. Implement evidence based curriculum.	By 2025, increased evidence-based education opportunities in schools from 1 to 4 annually, as measured by the number of schools receiving services annually.	Pre and Post Test Surveys MOU with the Office of Education Program records, attendance, number of classes



Youth will indicate an increase in protective factors and a decrease in risk factors, relating to the prevention of youth prescription drug misuse.

d) **Implementation (Not to exceed 3 pages)**

1. Describe how the CSAP strategies identified in the logic model will address the identified risk factors and long-term outcomes.
   Note: This information can be found in the SPP Implementation chapter, Implementation Plan Summary

   a. Indicate the Institute of Medicine (IOM) categories prevention services will be implemented.

      IOM Category:

      1. Facilitate Lifeskills training to a minimum of 30 youth
      2. Implement virtual county-wide youth development meetings
      3. Continue implementing in-person youth development meetings
      4. Collaborate with other youth groups and co-facilitate a minimum of 2 joint club meetings
      5. Educated stakeholders and the BOS

   b. If the county implements Problem Identification and Referral (PIR) for primary prevention screening, indicate the screening tool/process.

      N/A

e) **Evaluation items 1 & 3 (Not to exceed 2 pages)**

1. Insert table 8.1: Evaluation Plan from the Evaluation Chapter

   N/A

2. Discuss overall program implementation and/or capacity building achievements the county accomplished since the prior SABG application. List the programs that have the greatest impact on the county's prevention outcomes.

   Increased youth participation after COVID 19. Worked closely with community stakeholders to collaborate and share resources which allowed the success of multiple events such as Red Ribbon Week, Community Skate Nights, Children's Fair, County Fair, completion of Lifeskills trainings, and the opening of the Youth Center with support from other stakeholders including Behavioral Health and Probation.

3. Discuss the challenges of the overall primary prevention implementation and include how the county will remedy those challenges.

   The turnover between data entry systems, but PCHPA staff worked with

the state to onboard proper training and has remained in compliance.

f) **SPF Guiding Principle: Cultural Competency (Not to exceed 1 page)**
The 20,000 Lives Youth Prevention Workgroup, comprised of individuals representing diverse agencies and interests throughout Plumas County, were actively involved in the planning process. Also, community members were actively involved in the assessment process used in guiding the planning process, by determining the priority areas. Strategies were selected by the 20,000 Lives Youth Prevention Workgroup, ensuring that the services selected are culturally relevant to a diverse range of youth. These individuals work with various target populations in the SPP and our residents of Plumas County. This SPP and the services provided throughout the county will be culturally relevant and ensure cultural competence for all populations served, including Hispanic and Native American populations. More time will be spent conducting outreach to these groups, and Plumas County will continue to conduct capacity building to better serve them. Overall, this SPP addresses the countywide challenges such as the socioeconomic needs of the entire population

g) **SPF Guiding Principle: Sustainability (Not to exceed 1 page)**

1. In order to guarantee continued sustainability of programs throughout implementation, prevention personnel will regularly attend 20,000 Lives Youth Prevention Workgroup meetings to coordinate and collaborate efforts with other community partners. Also, continue to attend all Juvenile Justice and Delinquency Prevention Commission meetings to ensure that other stakeholders and partners are knowledgeable about services and can provide guidance during implementation. A wide variety of agencies and organizations will be part of the implementation of the Strategic Prevention Framework, including but not limited to other Public Health Agency Prevention Programs, local non-profits and the college. Having all these diverse organizations involved ensures that the community and diverse populations throughout the county are involved in the implementation of programs. County Partner Surveys will be administered annually to monitor services and ensure county needs are met.
2. Data collection will help ensure that programs address the identified priority areas (underage drinking prevention and youth prescription drug misuse) effectively and sustainably. The programs that are enacting the most long-term sustainable change will be the programs that continue to be implemented. The on-going monitoring of programs will also allow for course corrections and adjustments to improve the fidelity of implementation and improve outcomes. The ongoing evaluation of this plan will help better understand which populations in the community are receiving adequate services and areas AOD Prevention will need to improve in, ensuring cultural competence. Currently our records indicate recipients of AOD Prevention services are more culturally diverse than the

demographics of the county, the program will work to continue this trend and to meet the needs of underserved populations.

The SABG Prevention Appendix must be submitted electronically with the entire SABG County Application package. Please refer to SABG Enclosure I for more information.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Behavioral Health to recruit and fill, funded and allocated, FTE 1.0; Behavioral Health Administrative Services Officer, due to resignation (No General Fund Impact), State and Federal funds**

Recommendation:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, FTE 1.0; Behavioral Health Administrative Services Officer, due to resignation (No General Fund Impact), State and Federal funds

Background and Discussion:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, FTE 1.0; Behavioral Health Administrative Services Officer, due to resignation (No General Fund Impact), State and Federal funds

Action:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, FTE 1.0; Behavioral Health Administrative Services Officer, due to resignation (No General Fund Impact), State and Federal funds

Fiscal Impact:

(No General Fund Impact), State and Federal funds

Attachments:

1. BH ASO 9-6-22CRITICAL STAFFING QUESTIONNAIRE cs
2. PCBH Org Chart 4-22-25

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Administrative Services Officer position.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the position is critical to the operation of the fiscal needs of the department**

- Why is it critical that this position be filled at this time?
  This position needs to be filled in order to provide timely completion of the fiscal responsibilities of the department to the County and the State.

- How long has the position been vacant? **The position will be vacated August 8, 2025 due to resignation**

- Can the department use other wages until the next budget cycle? **This position is budgeted in FY 25/26**

- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**

- What core function will be impacted without filling the position prior to July 1?
  Timely flow and completion of claims, contracts, related accounting documents and time sensitive grant requirements would be negatively impacted
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  There is a potential for the Behavioral Health Department to suffer the loss of revenue from State grants without proper management of revenue and expenditures. Most grants require applications to receive the funding and a plan of expenditure uses for the current and upcoming budget year. Without timely cost reporting, funds could be delayed.
- 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? **This position is funded by MediCal, Realignment, and MHSA sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**

- 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? **This position does not rely on general fund support.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCBH has a reserve that would provide financial coverage if needed.**

Plumas County Behavioral Health Department

Organizational Chart
April 2025

Behavioral Health Director
Sharon Sousa

Administrative Services Officer
Kyle Hardee

Management Analyst
Che Shannon

AOD Program Administrator
Gary Sanderson

Department Fiscal Officer
Lisa Beck

Support Services Technician
Daniel Herzog

Support Services Technician
VACANT

Unit Supervisor - Nursing
Eliza Fletcher

BH LVN
VACANT

BH LVN
VACANT

BH QA/QI Manager
Jessica McGill

BH Sytems Analyst
Sam Schopplein

BH Sytems Analyst
Avery Pound

Information Systems Technician
Jay Hemphill

Information Systems Technician-Extra Help
Jacob Griggs

BH Case Management Specialist I/II/III
Anne Nielson

Administrative Assistant I/II
Nancy Walker

Office Supervisor
MaryLou Stokes

Clinical Records Specialist
Robert McGill

Administrative Assistant I/II
Amy Miller

MHSA Coordinator
Kristy Pierson

BH Supervising Site Coordinator
Heidi Clement

BH Site Coordinator
Rebecca Garrett

BH Site Coordinator
VACANT

BH Site Coordinator
VACANT

Unit Supervisor
Kathy Schwartz

BH Therapist I/II
Matt Ward

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH SUD Counselor I/II
Jeff Achilles

BH SUD Counselor I/II
Charles Abernathybettis

BH Case Management Specialist I/II/III
Rich Johnston

BH Case Management Specialist I/II/III
James Burkhalter

BH Case Management Specialist I/II/III
Christina Caires

BH Case Management Specialist I/II/III
Madeline Bullion

BH Case Management Specialist I/II/III
Ray Stivers

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

Unit Supervisor
VACANT
Supervised by Director while Vacant

BH Therapist I/II
Kegan Hood

BH Therapist I/II
Juanita LaMattina

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Case Management Specialist I/II/III
Malia Armitage

BH Case Management Specialist I/II/III
Sarah Hasse

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

Continuing Care Coordinator
VACANT

FY24/25 Allocated and Funded Positions -50
Vacant Positions - 18

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Deputy Director/Social Services Program Manager; (No General Fund Impact) State, Federal and Realignment Funds.**

Recommendation:
Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Deputy Director/Social Services Program Manager; (No General Fund Impact) State, Federal and Realignment Funds.

Background and Discussion:
A Deputy Director / Social Services Program Manager typically has responsibility for multiple functional areas in a social services agency but may manage a single division or function through subordinate managers and/or supervisors.

Action:

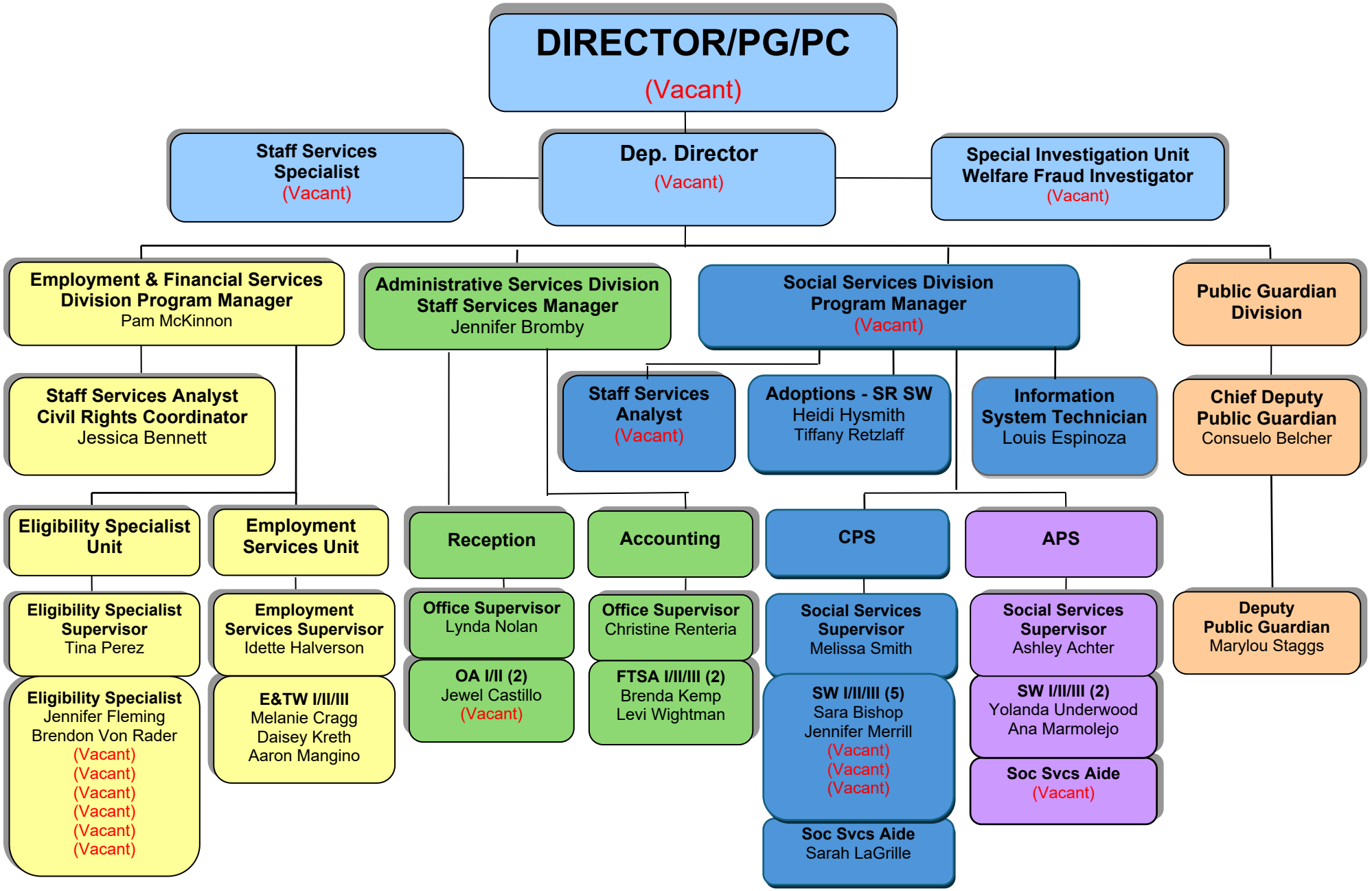
Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Deputy Director/Social Services Program Manager; (No General Fund Impact) State, Federal and Realignment Funds.

Fiscal Impact:

(No General Fund Impact) State, Federal and Realignment Funds.

Attachments:
1. PCDSS-PG Organizational Chart 2025
2. Deputy Director Soc Serv Program Manager 5 2017
3. Position Classification Program Manager
4. QUESTIONS FOR REVIEW TO FILL POSITIONS. Program Manager

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Rev. 07/25/25

DEPUTY DIRECTOR / SOCIAL SERVICES PROGRAM MANAGER

DEFINITION

Under executive direction, the Deputy Director / Social Services Program Manager plans, organizes, and directs the overall administrative activities of one or more of the major divisions of a social services agency to include administrative services units, employment, eligibility, or social services programs, either directly or through subordinate managers; may act in the Director's absence; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

A Deputy Director / Social Services Program Manager typically has responsibility for multiple functional areas in a social services agency, but may manage a single division or function through subordinate managers and/or supervisors.

This job classification describes managerial classes used in local social services agencies to provide management and supervision of employment, eligibility and/or social services programs; some positions may have additional responsibility for administrative service units; developing and reviewing departmental policies and procedures, assigning and reviewing work, reviewing and responding to correspondence, conducting staff meetings, provide professional; and technical consultation on complex program matters, assisting in staff training and development, completing employee performance evaluations, preparing budget information and representing the department at community organizations, public gatherings and other government offices.

REPORTS TO

Director Social Services

CLASSIFICATIONS DIRECTLY SUPERVISED

This classification directs the operations and functions of a Child Welfare Services program and the Adult Protective Services program in the Social Services department. May also supervisor various Office, Fiscal, and Program Support Staff as needed.

DEPUTY DIRECTOR / SOCIAL SERVICES PROGRAM MANAGER II – 2

EXAMPLES OF DUTIES

- Develops and implements goals, objectives, policies, procedures and work standards for a division
- Manage the daily work activities of a Child Welfare Services and Adult Protective Services program, by establishing performance levels, communicating goals, and performance expectations, and monitoring and reviewing work to ensure conformance to established policies and procedures, and standards for quality and timeliness
- Plans, organizes, coordinates and directs a division in the areas of administration, social services, eligibility or employment; establishing performance levels, communicating goals and performance expectations, and ensuring conformance to established policies and procedures, and standards for quality and timeliness
- Plans and manages, through subordinate managers and/or supervisors, the work of division staff; assigns, reviews and evaluates staff and provides for their training and professional development; monitors and directs employee relations activities; and provides guidance to subordinate staff regarding personnel matters
- Assesses service delivery to communicate findings to upper management, implements changes to improve efficiency and service quality, maximizes effectiveness of program operations, and ensures alignment with the department's mission
- Serves as an internal technical expert regarding program matters by providing consultation and guidance to staff, subordinate supervisors, managers, executive management, or the Director
- Prepares and recommends long-term plans for division services and programs; develops specific proposals for action on current and future division services and operations
- Assesses the need for changes to policies or programs based on initiatives to improve services, new services or program modifications, and opportunities for cross-collaboration of program areas
- Interprets laws and regulations, including new laws and proposed legislation, to determine relevancy to department operations and services, and assesses program compliance with laws and regulations
- Develops or revises policies or procedures to improve operational efficiency and effectiveness, and assists higher-level management in departmental strategic planning
- Works collaboratively with personnel of other agencies, community groups, contractors, and other public and private organizations to determine needs for social services, and coordinates shared services or collaborative projects, or the provision of services by contracted agencies
- Assists in development of the budget for assigned programs by preparing cost estimates and projections, and performing ongoing monitoring of expenditures to ensure compliance with budget provisions
- Serves as an external technical expert by providing consultation regarding program, legal, or policy matters to external entities such as County department managers or administrators, State departments, Board of Supervisors, advisory boards, and advocacy groups
- Ensures that information regarding department services and policies is provided accurately and thoroughly to external parties, and that all complaints are responded to appropriately and in a timely manner

DEPUTY DIRECTOR / SOCIAL SERVICES PROGRAM MANAGER II – 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Program development, administration, and service delivery related to programs in the area(s) of responsibility, which may include employment services, eligibility, and/or social services
- Federal, state, and local laws, rules, and regulations governing the operation of public social services agencies, including the California Welfare and Institutions Code and the California Department of Social Services Division Regulations
- Principles of public administration, including intergovernmental relationships affecting delivery of public services
- Current management and leadership theories, techniques, and applications to ensure that strategies employed in the supervision and oversight of staff are effective and appropriate
- Planning and scheduling techniques to ensure that timelines and schedules are established appropriately, modified as needed, and adhered to
- Budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures

Ability to:

- Establish and maintain cooperative working relationships with internal management and staff, and with a variety of external stakeholders
- Monitor the activities in multiple programs or functions run by different subordinate managers or supervisors to ensure all activities are consistent with established policies and procedures, and the mission of the department

Ability to continued:

- Develop solutions to complex problems and issues relating to programs, procedures, and policies
- Be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action
- Apply knowledge of laws, regulations, and policies to decision making and problem solving to identify solutions and courses of action that are most appropriate or compliant
- Analyze and evaluate the impact and effectiveness of programs, procedures, and policies
- Develop alternate work plans and strategies in response to changing priorities, problems, or setbacks to allow for the completion of projects and work assignments within desired timeframes
- Develop short-range and long-range plans and schedules in support of operating goals and strategic plans of the department
- Develop systems and controls to ensure the quality of work performed by staff, and overall quality of services provided
- Delegate work assignments and appropriate level of responsibility to employees in order to ensure the completion of work assignments and projects
- Read and understand complex written materials, such as laws, proposed legislation, policies, reports, etc., in order to interpret, explain, and apply
- Use a personal computer to input data, access information, and create materials and documents using a variety of software applications
- Communicate verbally, in person or by telephone, clearly and concisely with a variety of audiences on a variety of matters
- Write to ensure effective and clear communication and proper composition of reports, correspondence, email, and other written communication
- Review and edit documents written by others to ensure proper format, sentence structure, grammar, and

DEPUTY DIRECTOR / SOCIAL SERVICES PROGRAM MANAGER II – 5

Training and Experience:

Qualifications needed for this position:

One (1) year of full-time experience performing duties as a Social Services Program Manager, Program Manager, Staff Services Manager, or Senior Staff Services Manager within an Interagency Merit System county;

OR

Four (4) years of full-time supervisory experience in employment, eligibility; social service programs; or administrative and staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency.

OR

A graduate degree in public administration or business administration or a Master's Degree in Social Work or a Master's Degree from a two year counseling program **AND** two (2) years of full-time supervisory or managerial experience in employment, eligibility, social service programs; or administrative or staff services work in areas such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in a public social services agency.

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. Exception to this requirement may be considered on a case by case basis.

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.

Position Classification: Program Manager

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

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

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

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

Funding Sources:

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

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Program Manager

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

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

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

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

- How long has the position been vacant?

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

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

  Answer: No.

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

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

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

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

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

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

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

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

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

  Answer: No.

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

  Answer: No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 3 Part time Extra Help Clerical Positions. (No General Fund Impact) Realignment funds.**

Recommendation:
Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 3 Part time Extra Help Clerical Positions. (No General Fund Impact) Realignment funds.

Background and Discussion:
Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 3 Part time Extra Help Clerical Positions. (No General Fund Impact) Realignment funds.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 3 Part time Extra Help Clerical Positions. (No General Fund Impact) Realignment funds.

Fiscal Impact:

(No General Fund Impact) Realignment funds

Attachments:
1. EXTRA clerical
2. PCDSS-PG Organizational Chart 2025

EXTRA-HELP POSITIONS ARE 29 HOURS PER WEEK OR LESS

Social Services is looking for 2 responsible individuals to work as extra help in a non-public facing clerical capacity. Duties include but are not limited to:

Position 1

- Answer phone as needed
- Navigate online databases
- Data entry
- Fax medical verifications
- Process applications
- Process mail
- File and purge files

Position 2

- Process mail
- Filing, shredding
- Organizing and setting up new files
- Gathering information to close out old files
- Phone coverage and responding to messages
- Filing documents with the Courts
- Inventory tracking
- Filing reports with the Social Security Administration
- Deliver monthly checks to local rental offices/clients/storage office
- Assist with application renewals

Qualifications

Must possess strong organizational skills.

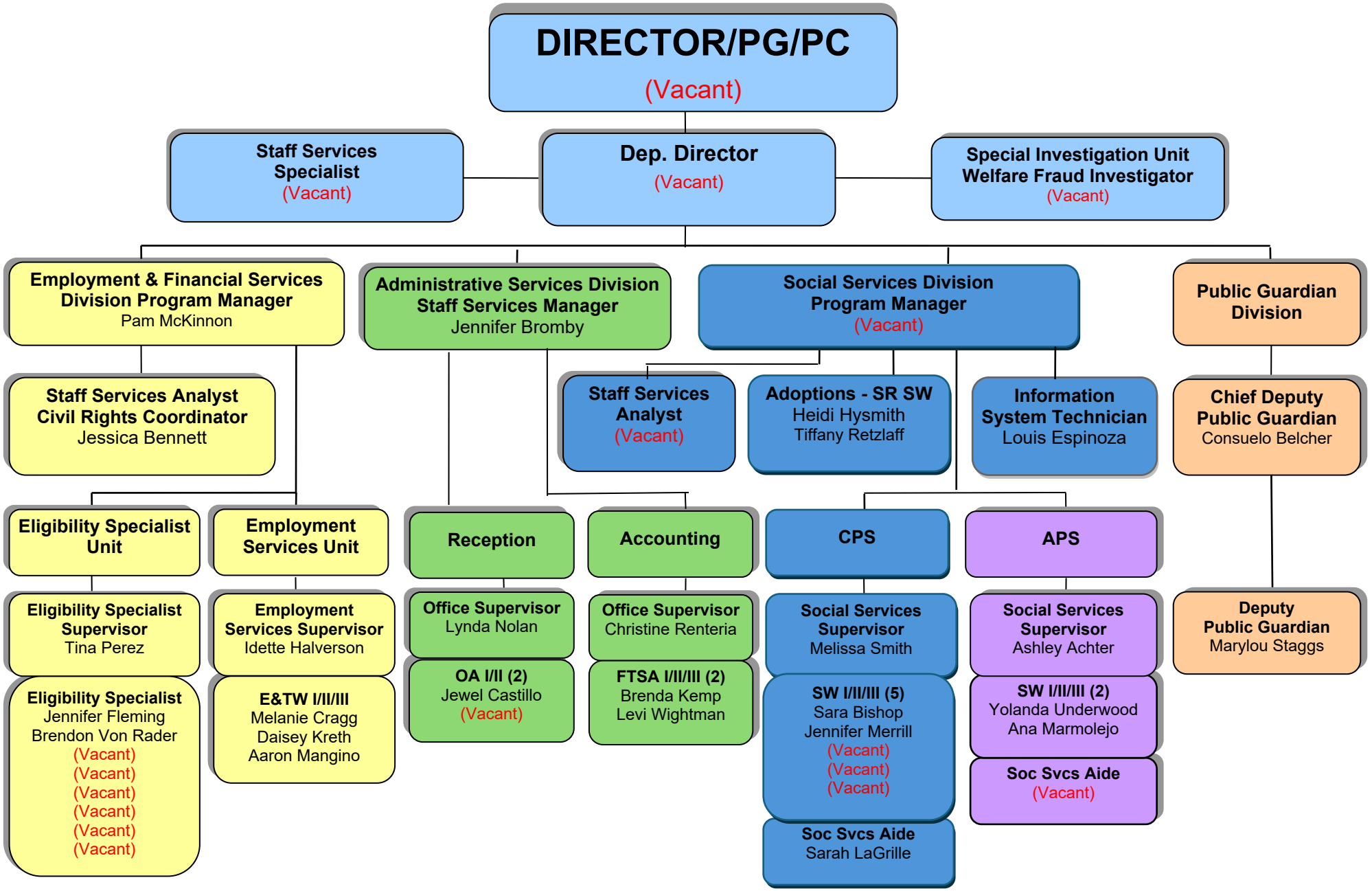
Special Requirements

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.

Miscellaneous Information

Positions require pre-employment screening, including background checks, and fingerprinting.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Rev. 07/25/25

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Part time Extra help Vehicle Maintenances and Cleaning; (No General Fund Impact) Realignment funds.**

Recommendation:
Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Part time Extra help Vehicle Maintenances and Cleaning; (No General Fund Impact) Realignment funds.

Background and Discussion:
Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Part time Extra help Vehicle Maintenances and Cleaning; (No General Fund Impact) Realignment funds.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Part time Extra help Vehicle Maintenances and Cleaning; (No General Fund Impact) Realignment funds.

Fiscal Impact:

(No General Fund Impact) Realignment Funds

Attachments:
1. Vehicle Maintenance and Cleaning
2. PCDSS-PG Organizational Chart 2025

Vehicle Maintenance and Cleaning

EXTRA-HELP POSITIONS ARE 29 HOURS PER WEEK OR LESS

Social Services is looking for 1 responsible individual to work as extra help in Vehicle Maintenance and Cleaning.

Duties include: Assist with vehicle maintenance and cleaning. Other duties as assigned. This position is part-time/extra help and has a varied schedule

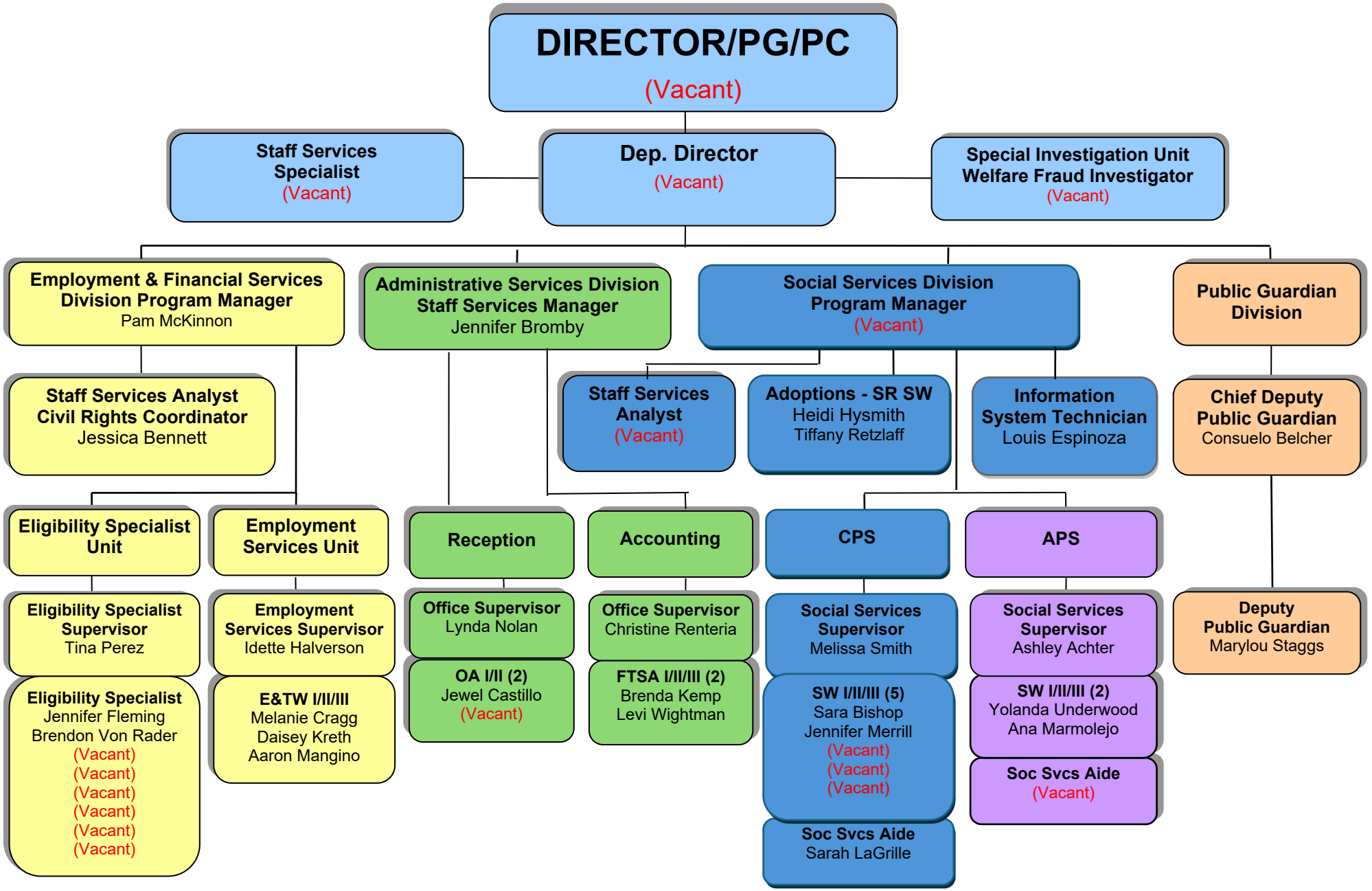
Special Requirements

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.

Miscellaneous Information

Positions require pre-employment screening, including background checks, and fingerprinting.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Rev. 07/25/25

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Specialist; (No General Fund Impact) Realignment Funds.**

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Specialist; (No General Fund Impact) Realignment Funds.

Background and Discussion:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Specialist; (No General Fund Impact) Realignment Funds.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Specialist; (No General Fund Impact) Realignment Funds.

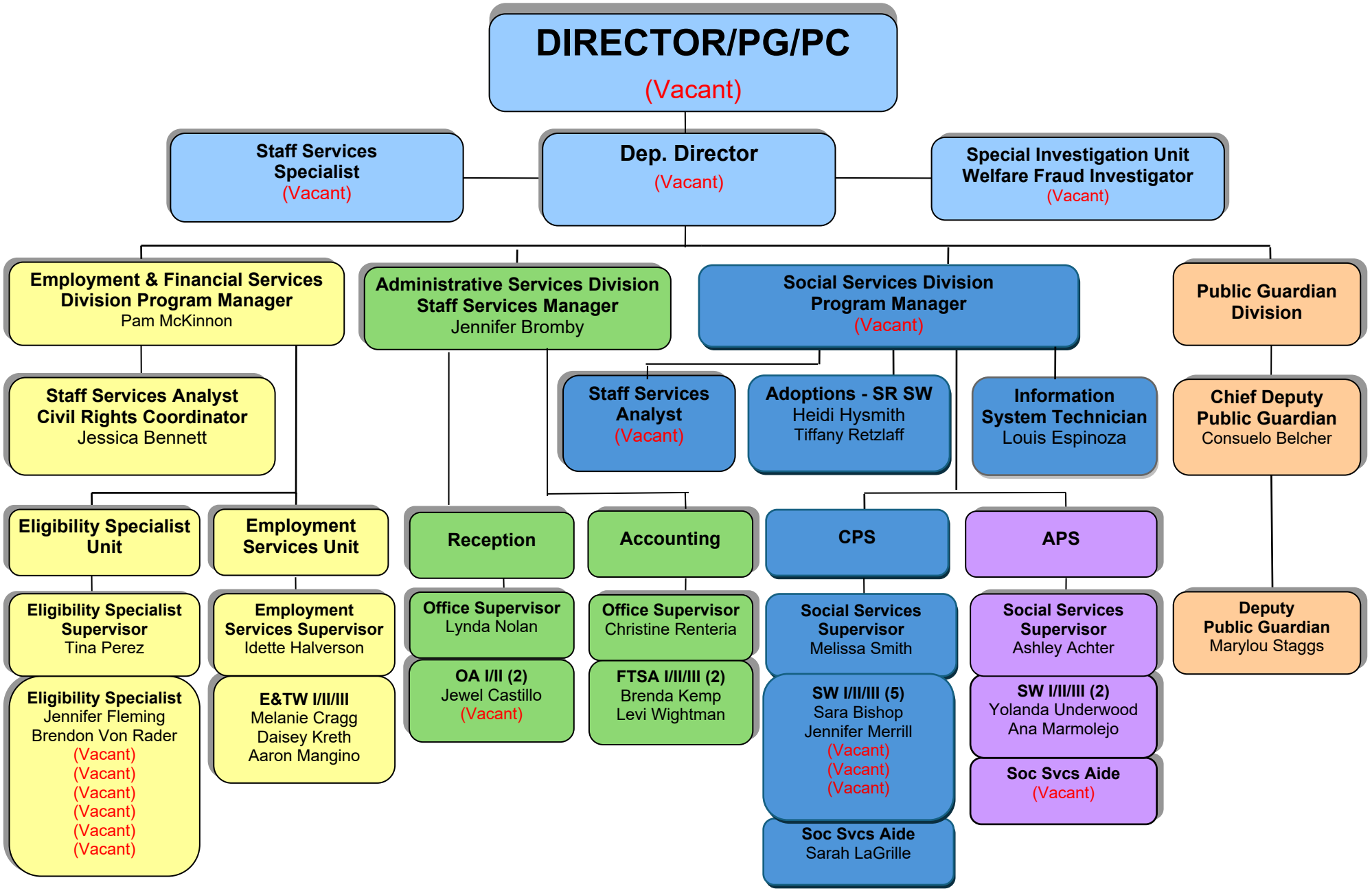
Fiscal Impact:

(No General Fund Impact) Realignment Funds

Attachments:

1. PCDSS-PG Organizational Chart 2025
2. Position Classification Staff Services Specialist 24
3. QUESTIONS FOR REVIEW TO FILL POSITIONS. Staff Services Specialist 24
4. Staff Services Specialist NS 4 2017_202210141805012281

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



Rev. 07/25/25

Position Classification: Staff Services Specialist

FTE: 1.00

Budgeted Position: Yes

This position is part of the administrative and clerical support structure of the Department of Social Services. Generally, administrative and clerical support functions are funded through Federal (50%), State General Fund dollars (35%) and 1992 Realignment (15%) dollars.

These funding allocations are established in state law.

Mandated Program: Yes.

Social Services programs are state-mandated and county-administered public services. Our mandates include requirements to interview all applicants for public assistance who are requesting CalFresh assistance as part of their application. Other mandates include screening for CalWORKs cash assistance and providing access to Covered California and the Affordable Care Act.

Position Description:

This position is responsible for oversight and supervision of administrative clerical functions. As explained elsewhere, this includes administrative accounting, Auditor claims, state claims and statistical reporting.

Funding Sources:

The funding to support these positions comes from federal pass through dollars, state funds and county 1991 Realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Staff Services Specialist

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

  Answer: Yes. Staff Services Specialist performs a variety of technical administrative duties in support of facilities management, budget, administrative functions, or department projects, or programs that require a thorough knowledge of terminology, procedures and practices for the assigned functional area and all Social Service programs.

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

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

- How long has the position been vacant?

  Answer: The position became vacant effective February 22, 2025.

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

  Answer: No.

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

  Answer: Other counties are structured in a very similar way – that is supervisory oversight is a feature of the unit designated organizational structure. The state approves appropriate classification levels.

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

  Answer: The Department would not have a first line supervisor with oversight responsibility for the staff that performs clerical and administrative functions.

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

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

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

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

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

  Answer: No.

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

  Answer: No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

STAFF SERVICES SPECIALIST

DEFINITION

Under general supervision, a Staff Services Specialist performs a variety of technical administrative duties in support of facilities management, budget, administrative functions, or department projects, or programs that require a thorough knowledge of the terminology, procedures, and practices for the assigned functional area. Areas of responsibility include, but are not limited to: researching, compiling, and reviewing data and information; processing financial and administrative records; creating and maintaining reports, records, spreadsheets, and files; coordinating technical administrative support services activities involving facility/fleet maintenance, office moves/setups (including telecommunications and information technology changes), program evaluation for funded programs; and participating in special projects, studies, and presentations.

DISTINGUISHING CHARACTERISTICS

The work performed emphasizes decisions, processes, and procedures that require incumbents to use substantial independent judgment within established laws, regulations, policies, and/or guidelines. Incumbents must apply a thorough knowledge of applicable laws, regulations, policies, and procedures in order to make both routine and non-routine decisions. When encountering a new or unfamiliar problem, incumbents are expected to evaluate the problem based on their knowledge and experience, and determine the appropriate course of action within their range of authority.

REPORTS TO

Social Services Director or Program Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

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

STAFF SERVICES SPECIALIST-2

EXAMPLE OF DUTIES

- Reviews reports, logs, and other documents; obtains and compiles fiscal, statistical, and administrative data and information from multiple sources; tracks and maintains data and prepares summaries and reports for management; notes trends and areas of concern; provides comments and/or recommendations regarding policy, procedure, staffing, program, or organizational changes.
- Initiates and submits required documentation to purchase equipment, supplies, and other items within an established budget.
- Participates in departmental meetings; participates on committees and task forces to share information with other agencies or departments; contributes information and suggestions regarding how to improve the efficiency and effectiveness of assigned responsibilities.
- Reviews, verifies, and processes documents related to department activities including budgets, contracts, grants, claims, legislation, purchasing, and other specialized documents based on area of assignment.
- Participates in conducting surveys and studies; performs research to track administrative, fiscal, personnel, and operational performance.
- Maintains routine and complex administrative, accounting, personnel, payroll, and/or fiscal records.
- Answers questions and provides information to the public, contractors, and vendors; assists in the investigation of complaints and recommends corrective action as necessary to resolve complaints.
- Prepares presentations, general and technical correspondence, and promotional materials; develops forms, tracking systems, databases, and spreadsheets.
- Tracks progress of projects, payments, expenditures, and reimbursements.
- Assists in the administration and coordination of special events, training, programs, or projects; assists in coordinating municipal activities among County departments and/or other organizations.
- Interprets general or program specific policies, procedures, rules, regulations, contracts, and/or labor agreements.
- Provides liaison and staff support to committees, commissions, and department management.
- May supervise the work of subordinate clerical or para-professional support staff, with responsibility for assigning, reviewing and evaluating their work, and initiating appropriate corrective action when needed.
- Distributes assignments to co-workers, subordinates, contractors, and others; functions as a program to project coordinator with delegated authority to direct the work of staff in a non-supervisory capacity.

EXAMPLE OF DUTIES (continued)

- Prepares and distributes written procedures and other informational materials pertaining to area of assignment; may provide training to groups and individuals regarding procedures and information.
- Performs or coordinates technical administrative activities and projects.
- Performs other duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

Mobility to work in a standard office environment; use standard office equipment; physical ability to sit or otherwise remain stationary at work post for long periods of time; manual dexterity to use standard office equipment and supplies and to manipulate both single sheets of paper and large documents holders (binders, manuals, etc.); vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone.

TYPICAL WORKING CONDITIONS

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

MINIMUM QUALIFICATIONS

Knowledge of:

- Technical principles and methods of investigating and resolving administrative problems.
- Fundamental governmental functions and organizations.
- Principles of effective customer service.
- Fundamental arithmetic principles and methods including addition, subtraction, multiplication, division, percentages, and fractions.
- Principles of effective business communication, including the development of correspondence, reports, and presentations.
- Basic principles and practices of fiscal, statistical, and administrative research; principles and practices of effective record keeping.
- Computer equipment and general office software, including word processing, spreadsheet, electronic mail, and database.
- English usage, including correct grammar, spelling and punctuation.
- Fundamental statistical methods.
- Basic techniques of project management.

STAFF SERVICES SPECIALIST-4

Ability to:

- Make administrative decisions and take actions based on the interpretation of laws and regulations as well as operating policies and procedures.
- Prioritize assignments based on broad criteria.
- Gather, tabulate, validate, summarize, and present data in a meaningful way.
- Prepare reports and cost projections using readily available information.
- Operate a personal computer utilizing spreadsheet, word processing, and database software at an intermediate to advanced level.
- Collect, compile, analyze, and present a variety of data in a meaningful way.
- Compose professional quality correspondence and letters.
- Write technically detailed reports; coordinate the efforts of multiple individuals to achieve a work objective.
- Reason logically and methodically.
- Recommend and implement procedural changes/improvements.
- Communicate effectively orally and express ideas clearly.
- Communicate effectively, in writing, using proper English, including grammar, punctuation, and spelling.
- Establish and maintain effective working relationships; act as an effective team player.
- Effectively listen to others, identify, and resolve central problems or issues.
- Work independently and accept responsibility for actions.
- Provide training and guidance to co-workers, subordinates, and other department staff.
- Learn and understand the organization and operations of the assigned area and/or outside agencies.
- Establish priorities, organize work, and meet deadlines.
- Supervise clerical and/or support employees, if required by the position.

TRAINING AND EXPERIENCE

Minimum qualifications for this position are:

Two (2) years of full-time experience performing journey-level clerical, secretarial, or administrative support work.

And

Equivalent of two years (60 semester or 90 quarter units) of coursework in business administration, public administration, personnel, statistics, economics, accounting, or a closely related field from an accredited college or university.

Minimum qualifications for this position are (continued):

Substitution: Additional experience forming routine or complex clerical duties may be substituted for the required education on a year-for-year basis.

SPECIAL REQUIRMENTS

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

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

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Gregory Ellingson, Director of Information Technology**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Information Technology and Plumas Sierra Telecommunications; effective 8/5/2025; not to exceed $158,892 (General Fund Impact) as approved in FY25/26 preliminary recommended budget (2022052/520203); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Information Technology and Plumas Sierra Telecommunications; effective 8/5/2025; not to exceed $158,892 (General Fund Impact) as approved in FY25/26 preliminary recommended budget (2022052/520203); approved as to form by County Counsel.

Background and Discussion:
We are currently 13 months into a 36-month contract with Plumas Sierra Telecommunications for internet service to County locations. This amendment adds internet/network connectivity to the Sheriff's Office, Portola sub-station, and Chester sub-station. After looking at various options, we most likely will not get close to using the full $158,892.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Information Technology and Plumas Sierra Telecommunications; effective 8/5/2025; not to exceed $158,892 (General Fund Impact) as approved in FY25/26 preliminary recommended budget (2022052/520203); approved as to form by County Counsel.

Fiscal Impact:

Expected to be approved in the FY25-26 preliminary recommended budget. The total amount will most likely not be reached.

Attachments:
1. 5836 FINAL

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND Plumas Sierra Telecommunications

This First Amendment to Agreement ("Amendment") is made on June 17, 2025, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its Information Technology Department ("COUNTY"), and Plumas Sierra Telecommunications ("VENDOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. COUNTY and VENDOR have entered into a written Agreement dated July 16, 2024, (the "Agreement"), in which VENDOR agreed to provide COUNTY with internet service.

    b. Because of the need to bring the Sheriff's Main Office and their Portola Substation into this agreement, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. The Cost section of the Master Services Agreement is hereby amended in its entirety as follows:

        Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed One Hundred Fifty Eight Thousand, Eight Hundred and Ninety Two Dollars ($158,892).

    b. The Exhibits attached to the Master Service Agreement Service Quotes is hereby amended to add Exhibit H, J, and K.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 9, 2024, shall remain unchanged and in full force and effect.

[Continued on Following Page]

VENDOR:

Plumas Sierra Telecommunications, a corporation

By:_____
Name: Bill Newberg
Title: CFO
Date signed:

COUNTY:

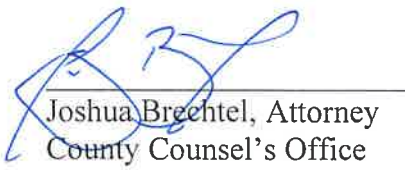
County of Plumas, a political subdivision of the State of California

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Exhibit H

SERVICE ORDER

DATE: 6/4/2025
ACCOUNT: 72429

BUSINESS NAME	Plumas County Information Technology	SERVICE LOCATION	Plumas County Sheriff's Office - Primary
BILLING ADDRESS	520 Main Street, Room 211	SERVICE ADDRESS	1400 E Main Street
CITY STATE ZIP	Quincy, CA 95971	CITY STATE ZIP	Quincy CA 95971
BILLING CONTACT	Greg Ellingson	CONTACT	Greg Ellingson
BILLING EMAIL	gregellingson@countyofplumas.com	CONTACT EMAIL	gregellingson@countyofplumas.com
BILLING PHONE	(530) 283-6336	CONTACT PHONE	(530) 283-6336

QUOTATION DETAILS

Qty	Product Description	MRC/NRC	Total
1.00	PST 250Mb x 250Mb DIA including a /29	$628	$628
1.00	Set-up Fee	$99	$99
TERM	36-Month (3-Year) Term Agreement		
	Circuit ID: QN.PC.PCSOPRIM.DIA.001		
	Credit Check: None – current customer		

QUOTE PREPARED BY: Will Marquette — Monthly Recurring Cost (MRC) Total: $628

QUOTE EXPIRATION DATE: 7/4/2025 — Non-Recurring Cost (NRC) Total: $99

AUTHORIZED SIGNATURES

Customer Name:	Plumas-Sierra Telecommunications:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Terms & Conditions

This is a customer order on the goods named, subject to the conditions noted in the PST's Master Service Agreement with Plumas County (05-18-2021) in effect at of the date of this Service Order. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed $600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized impositions may be aggregated in the form of a cost recovery surcharge.

Exhibit J

SERVICE ORDER

DATE: 6/4/2025
ACCOUNT: 72430

BUSINESS NAME	Plumas County Information Technology	SERVICE LOCATION	Plumas County Sheriff's Office – Portola Sub
BILLING ADDRESS	520 Main Street, Room 211	SERVICE ADDRESS	324 S Gulling St
CITY STATE ZIP	Quincy, CA 95971	CITY STATE ZIP	Portola, CA 96122
BILLING CONTACT	Greg Ellingson	CONTACT	Greg Ellingson
BILLING EMAIL	gregellingson@countyofplumas.com	CONTACT EMAIL	gregellingson@countyofplumas.com
BILLING PHONE	(530) 283-6336	CONTACT PHONE	(530) 283-6336

QUOTATION DETAILS

Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	$420	$420
	A location: 1400 E Main Street, Quincy, CA 95971		
	Z location: 324 S Gulling St., Portola, CA 96122		
1.00	Set-up Fee (None – free grant install at Portola Sub)	$0	$0
TERM	36-Month (3-Year) Term Agreement		
	Circuit ID: PO.PCSOPOSUB.QN.PCSOPRIM.TRANS.001		
	Credit Check: None – current customer		

QUOTE PREPARED BY: Will Marquette	Monthly Recurring Cost (MRC) Total	$420
QUOTE EXPIRATION DATE: 7/4/2025	Non-Recurring Cost (NRC) Total	$0

AUTHORIZED SIGNATURES

Customer Name:	Plumas-Sierra Telecommunications:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Terms & Conditions

This is a customer order on the goods named, subject to the conditions noted in the PST's Master Service Agreement with Plumas County (05-18-2021) in effect at of the date of this Service Order. This is a customer order on the goods named, subject to the conditions noted in the PST's Master Service Agreement with Plumas County (05-18-2021) in effect at of the date of this Service Order. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed $600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized Impositions may be aggregated in the form of a cost recovery surcharge.

Exhibit K

SERVICE ORDER

DATE: TBD
ACCOUNT: TBD

BUSINESS NAME	Plumas County Information Technology	SERVICE LOCATION	Plumas County Sheriff's Office – Chester Sub
BILLING ADDRESS	520 Main Street, Room 211	SERVICE ADDRESS	222 1st Ave
CITY STATE ZIP	Quincy, CA 95971	CITY STATE ZIP	Chester, CA 96020
BILLING CONTACT	Greg Ellingson	CONTACT	Greg Ellingson
BILLING EMAIL	gregellingson@countyofplumas.com	CONTACT EMAIL	gregellingson@countyofplumas.com
BILLING PHONE	(530) 283-6336	CONTACT PHONE	(530) 283-6336

QUOTATION DETAILS

Qty	Product Description	MRC/NRC	Total
1.00	PST 100Mb x 100Mb Transport	$915	$915
	A location: 1400 E Main Street, Quincy, CA 95971		
	Z location: 222 1st Ave Chester, CA 96020		
1.00	Set-up Fee	$1,000	$1,000
TERM	36-Month (3-Year) Term Agreement		
	Circuit ID: CH.PCSOCHSUB.QN.PCSOPRIM.TRANS.001		
	Credit Check: None – current customer		

QUOTE PREPARED BY: Will Marquette	Monthly Recurring Cost (MRC) Total	$915
QUOTE EXPIRATION DATE: TBD	Non-Recurring Cost (NRC) Total	$1,000

AUTHORIZED SIGNATURES

Customer Name:	Plumas-Sierra Telecommunications:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Terms & Conditions

This is a customer order on the goods named, subject to the conditions noted in the PST's Master Service Agreement with Plumas County (05-18-2021) in effect at of the date of this Service Order. This is a customer order on the goods named, subject to the conditions noted in the PST's Master Service Agreement with Plumas County (05-18-2021) in effect at of the date of this Service Order. The equipment installed at the customer premise is the sole property of Plumas Sierra Telecommunications (PST). Upon termination of this agreement customer is responsible to coordinate the return of this equipment or Customer will be billed $600. All charges for the Services are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on PST's net income or for taxes which Customer possesses an exemption certificate. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges, or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized Impositions may be aggregated in the form of a cost recovery surcharge.

Exhibit L

Plumas Sierra Telecommunications:
1Gbx1Gb PCSO DIA with /29

Plumas County - PCSO DIA with /29

Plan	Months	Monthly Price	Download x Upload Speed	NRC
PST DIA **1Gb**	36	$1,363	1Gb x 1Gb	$99
PST DIA **1Gb**	60	$1,175	1Gb x 1Gb	$99

Plumas County - PCSO to Jail

Plan	Months	Monthly Price	Download x Upload Speed	NRC
PST Transport **100Mb**	36	$420	100Mb x 100Mb	$99
PST Transport **100Mb**	60	$360	100Mb x 100Mb	$99

Plumas County - PCSO to Portola Sub Station

Plan	Months	Monthly Price	Download x Upload Speed	NRC
PST Transport **100Mb**	36	$420	100Mb x 100Mb	$99
PST Transport **100Mb**	60	$360	100Mb x 100Mb	$99

Portola Sub-Station cost for 24 months (July 2025-July 2027) - $420*24=$10,080

Speed Range w/ /29

Plumas County - PCSO DIA with /29

Plan	Months	Monthly Price	Download x Upload Speed	NRC
PST DIA **100Mb**	36	$470	100Mb x 100Mb	$99
PST DIA **100Mb**	60	$410	100Mb x 100Mb	$99
PST DIA **250Mb**	36	$628	250Mb x 250Mb	$99
PST DIA **250Mb**	60	$545	250Mb x 250Mb	$99
PST DIA **500Mb**	36	$995	500Mb x 500Mb	$99
PST DIA **500Mb**	60	$860	500Mb x 500Mb	$99
PST DIA **1Gb**	36	$1,363	1Gb x 1Gb	$99
PST DIA **1Gb**	60	$1,175	1Gb x 1Gb	$99

Sheriff's Office cost for 25 months (July 2025-July 2027 - $628*24=$15,072

Plumas County - PCSO to Chester				
Plan	Months	Monthly Price	Download x Upload Speed	NRC
PST Transport **100Mb**	**36**	**$915**	100Mb x 100Mb	**$1,000**

Chester Sub-Station cost for 24 months (July 2025 - July 2027 - $915*24=$21,960)

Portola Sub-Station - $10,080

Sheriff's Office - $15,072

Chester Sub-Substation - $21,960

Total First Amendment Amount - $47,112

Original Contract Amount - $111,780

Original Contract Amount + First Amendment Amount - $158,892

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Gregory Ellingson, Director of Information Technology**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Development Group, Inc. for Meraki switches and 5-year licenses for the Sheriff's Office; effective August 8, 2025; not to exceed $23,381.08; (General Fund Impact) as expected to be approved in FY25-26 preliminary recommended budget (2022052/529851); approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Development Group, Inc. for Meraki switches and 5-year licenses for the Sheriff's Office; effective August 8, 2025; not to exceed $23,381.08; (General Fund Impact) as expected to be approved in FY25-26 preliminary recommended budget (2022052/529851); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

We need to replace the network switches at the Sheriff's Office so we can manage them in a unified dashboard.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Development Group, Inc. for Meraki switches and 5-year licenses for the Sheriff's Office; effective August 8, 2025; not to exceed $23,381.08; (General Fund Impact) as expected to be approved in FY25-26 preliminary recommended budget (2022052/529851); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

Expected to be approved in the FY25-26 preliminary recommended budget.

Attachments:

1. 6141 FINAL

PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: 06/27/2025

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

Tel: (530) 229-0071

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

Tel: (530) 283-6336

Description: Purchase of Meraki switches and 5-year license 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 $ Twenty three Thousand Three Hundred Eighty One Dollars and Eight Cents ($ 23,381.08)

Term: Agreement shall commence on 08/05/2025 and shall terminate on 08/04/2028 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: Kevin Goss

Chair, Board of Supervisors

Date signed:

ATTEST:

By:_____

Name: Allen Hiskey

Clerk of the Board

Date Signed:

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Company:
COUNTY OF PLUMAS

Description:
Sheriff Switching - 9300 Option

Exhibit A

Proposal #34476

Bill To:	Ship To:	Sold To:
COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115	COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115	COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115
Created: 4/21/2025 Expires: 5/21/2025 Version: 1	Account Manager: joravez Systems Engineer: estoxen	Terms & Conditions: This proposal is offered according to the terms and conditions of one or more CMAS schedules

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
1.0 C9000 Stack Power Cable 30 CM, w/MERAKI					
2	2	**CAB-SPWR-30CM-M** C9000 Stack Power Cable 30 CM, w/MERAKI	63.56	127.12	T
2.0 C9000 50CM Type 1 Stacking Cable, w/MERAKI					
4	2	**STACK-T1-50CM-M** C9000 50CM Type 1 Stacking Cable, w/MERAKI	63.56	127.12	T
4.0 C9300 48-port PoE+, 715wac PS, w/MERAKI					
6	2	**C9300-48P-M** C9300 48-port PoE+, 715wac PS, w/MERAKI	5,553.36	11,106.72	T
5.0 Meraki Enterprise License for C9300-M 48-port, 5 year					
8	2	**LIC-C9300-48E-5Y** Meraki Enterprise License for C9300-M 48-port, 5 year	2,338.50	4,677.00	T
9.0 C9300 8 x 10GE Network Module, w/MERAKI					
10	2	**C9300-NM-8X-M** C9300 8 x 10GE Network Module, w/MERAKI	1,538.17	3,076.34	T
10.0 10G base SR Transceivers					
12	8	**SFP-10G-SR-S=** Transceiver SFP-10G-SR-S= - CISCO 10GBASE-SR SFP+ Module for MMF S-Class - Gigabit Ethernet - Wired - Max Transfer Distance 400M - 850 NM - IEEE 802.3 - Standard warranty: 5 years	335.78	2,686.24	T

Subtotal	$21,800.54
Handling	$0.00
Estimated Sales Tax	

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



(7.25%)	$1,580.54
Professional Services	$0.00
Shipping	$0.00
Total	$23,381.08

Company:
COUNTY OF PLUMAS

Description:
Sheriff Switching - 9300 Option

Proposal #34476

Proposal Notes

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

CMAS Contract No.: 3-17-70-2686N

CMAS Contract Term: through April 4, 2026

Base GSA Schedule No.: GS-35F-0349S

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

Company:
COUNTY OF PLUMAS

Description:
Sheriff Switching - 9300 Option

Proposal #34476

About Sales Tax

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

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

About Product Returns

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

Company & Payment Information

Mailing Address

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

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

Office Locations

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

Payment Information

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

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

Wire Transfer Information

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

ACH Information

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

Exhibit B

(http://www.ca.gov)

(mailto:?subject=California%20Multiple%20Award%20Schedules&body=%0ahttps%3A%2F%2Fwww.dgs.ca.gov%2FPD%2FAbout%2FPage-Content%2FPD-Branch-Intro-Accordion-List%2FAcquisitions%2FCalifornia-Multiple-Award-Schedules%0a%0a)

Translate

(/) (https://www.dgs.ca.gov/PD)

HOME (/) » PROCUREMENT DIVISION (HTTPS://WWW.DGS.CA.GOV/PD) » ABOUT (HTTPS://WWW.DGS.CA.GOV/PD/ABOUT) » CALIFORNIA MULTIPLE AWARD SCHEDULES (HTTPS://WWW.DGS.CA.GOV/PD/ABOUT/PAGE-CONTENT/PD-BRANCH-INTRO-ACCORDION-LIST/ACQUISITIONS/CALIFORNIA-MULTIPLE-AWARD-SCHEDULES)

California Multiple Award Schedules

California Multiple Award Schedules (CMAS) offers a wide variety of commodity, non-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The CMAS Program creates a pool of suppliers that an agency can solicit offers from. When utilized correctly, CMAS streamlines the procurement process. This form of procurement differs from the competitive bid process.

The use of CMAS is optional and is available to state and local government agencies.

SERVICES FOR GOVERNMENT

- Find a CMAS Contractor (/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Find-CMAS-Contractor)

SERVICES FOR SUPPLIERS

- Apply to become a CMAS supplier (/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-California-Multiple-Award-Schedules-CMAS)

RESOURCES

- Requirements for Non-IT Services Orders over $50,000 (/-/media/Divisions/PD/Acquisitions/CMAS/Req-for-CMAS-POs-for-Non-IT-Services.pdf)
- State Buyer FAQs (/-/media/Divisions/PD/Acquisitions/CMAS/CMAS-State-Buyers-FAQs-1272023.pdf)
- Local Government Agency Guide (/-/media/Divisions/PD/Acquisitions/CMAS/LocalGovtAgencyPacket-082019.pdf)
- LPA Payment Portal (/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) - DGS PD is now accepting electronic payments for Leveraged Procurement Agreement (LPA) fees.
- Certification of Payment Options – Military & Veterans Code §§999.5 and 999.7(a) (SB588) (/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules/CMAS-Certification-of-Payment-Options)

CONTACT

California Multiple Award Schedules
Department of General Services
Procurement Division

P.O. Box 989052, MS 202
West Sacramento, CA 95798-9052
Email: cmas@dgs.ca.gov (mailto:cmas@dgs.ca.gov)

ACQUISITIONS

› CAL-Card Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/CAL-Card-Program)

› **California Multiple Award Schedules (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)**

› CMAS Certification of Payment Options (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules/CMAS-Certification-of-Payment-Options)

- Cooperative Agreements (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Cooperative-Agreements)
- Leveraged Procurement Agreements (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Leveraged-Procurement-Agreements)
- Master Agreements (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Master-Agreements)
- One-Time Acquisitions (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/One-Time-Acquisitions)
- Software Licensing Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Software-Licensing-Program)
- State Financial Marketplace (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/State-Financial-Marketplace)
- Statewide Contracts (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts)
- Statewide Pharmaceutical Program (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Pharmaceutical-Program)
- Transportation Management (https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Transportation-Management)

Copyright © 2018 State of California

Back to report

CMAS Agreement Number	CMAS Supplier Name	Term End Date	Contact Email	Business Enterprise Type	Base Schedule Number	Base Schedule
3-21-06-1069	DEVELOPMENT GROUP INC	5/3/2026	dlockwood@development-group.net	NA	GS-35F-303DA	Promark Tech
3-18-70-2686S	DEVELOPMENT GROUP INC	12/19/2026	dlockwood@development-group.net	NA	GS-35F-0119Y	Carahsoft Tecl

CMAS Agreement Number, CMAS Supplier Name, Term End Date, Contact Email, Business Enterprise Type, Base Schedule Number, Base Schedule Holder, Product and S
Street Address, State, City, Zip Code, CMAS Agreement Number

3-21-06-1069, DEVELOPMENT GROUP INC, 5/3/2026, dlockwood@development-group.net, NA, GS-35F-303DA, Promark Technology, Inc., BRAND-CISCO, BRAND-POLY
RUBRIK, BRAND-VMWARE, DATA COMMUN-COMPONENT, DATA COMMUN-NETWORK MGMT, DATA COMMUN-PROCESSOR, DATA COMMUN-WIRELESS, ROUTER-NE
NETWORK-SYSTEM, LAN/WAN-WIRELESS NETWORK, SOFTWARE-COMMUNICATIONS, , , , , 3-21-06-1069

3-18-70-2686S, DEVELOPMENT GROUP INC, 12/19/2026, dlockwood@development-group.net, NA, GS-35F-0119Y, Carahsoft Technology Corporation, SOFTWARE-LICE
SERVER-NETWORK, BRAND-VMWARE, SOFTWARE-DOCUMENT MGMT, SOFTWARE-APPLICATION, SOFTWARE-DATA COMMUN MGMT, SOFTWARE-NETWORK, SOFTW
MAINTENANCE, SOFTWARE-COMMUNICATIONS, BRAND-ARISTA, , , , , 3-18-70-2686S

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Greg Hagwood, Supervisor - District 4**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Plumas County Information Technology to pay Superion, LLC, a CentralSquare Company, a non-contract invoice in the amount of $13,549.87 for continued use of legacy human resources management software; (General Fund Impact) use of budget line item (2022052/520411), FY24-25 budget; discussion and possible action.**

Recommendation:
Approve and authorize Plumas County Information Technology to pay Superion, LLC, a CentralSquare Company, a non-contract invoice in the amount of $13,549.87 for continued use of legacy human resources management software; (General Fund Impact) use of budget line item (2022052/520411), FY24-25 budget; discussion and possible action.

Background and Discussion:
CentralSquare provides the legacy human resources software.

Action:

Approve the agenda item.

Fiscal Impact:

Budgeted $13,000 in 2022052/520411 for FY24/25.

Attachments:
1. 1777 County of Plumas- Invoice 432744

Invoice

Invoice No	Date	Page
432744	3/3/2025	1 of 1

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
County of Plumas
Greg Ellingson
520 Main Street
Room 211
Quincy CA 95971
United States

Ship To
County of Plumas
Greg Ellingson
520 Main Street
Room 211
Quincy CA 95971
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1777	County of Plumas		USD	4/30/2025

Invoice Sequence Number 1 of 1

	Description	Units	Rate	Extended
Quote No. Q-204346				
1	PLUS Human Resources Payroll - Annual Maintenance Fee Maintenance: Start:5/1/2025, End: 4/30/2026	1	5,219.06	5,219.06
2	PLUS - State Reporting - Annual Maintenance Fee Maintenance: Start:5/1/2025, End: 4/30/2026	1	5,713.19	5,713.19
3	PLUS Personnel Budgeting-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:5/1/2025, End: 4/30/2026	1	1,441.18	1,441.18
4	PLUS Position Control-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:5/1/2025, End: 4/30/2026	1	1,176.44	1,176.44

Please include invoice number(s) on your remittance advice.
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	13,549.87
Tax	0.00
Invoice Total	13,549.87
Payments Applied	0.00
Balance Due	**USD 13,549.87**

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

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

FROM: **Josh Brechtel, County Counsel**

MEETING DATE: **August 5, 2025**

SUBJECT: **A) Adopt RESOLUTION ratifying the Memorandum of Understanding between Plumas County and the Confidential Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Confidential Unit; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Recommendation:

A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Confidential Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Confidential Unit; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Periodically it is necessary to undergo negotiations between the various bargaining unit and the Board in order to establish the terms and conditions of employment and reimbursement for the various employees in a bargaining unit. The previous MOU expired on December 31, 2024.

The negotiation team for the Board of Supervisors and the negotiation team for the CONFIDENTIAL EMPLOYEES' ASSOCIATION have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment. The period covered under this tentative agreement is January 1, 2025, to December 31, 2026.

The negotiation team consisted of County Counsel for the Board of Supervisors and Kristina Rogers and Joshua Mizrahi for the Confidential Unit, and the resolution and resultant MOU have been approved as to form by County Counsel.

Action:

County Counsel, as chief negotiator for the Board of Supervisors, respectfully recommends that the Governing Board authorize the Chair to sign a resolution to ratify and accept the Memorandum of Understanding for the Confidential Employees' Association.

Fiscal Impact:

General Fund Impact - as approved in FY 25/26 preliminary recommended budget

Attachments:

1. Resolution Confidential Employees MOU FINAL
2. Exhibit A - MOU Confidential Unit 25-26 Proposed FINAL

RESOLUTION NO. 2025- _____

RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND CONFIDENTIAL EMPLOYEES' ASSOCIATION BARGAINING UNIT

WHEREAS, the negotiation team for the Board of Supervisors and the negotiation team for the CONFIDENTIAL EMPLOYEES' ASSOCIATION have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment. The period covered under this tentative agreement is January 1, 2025, to December 31, 2026.

WHEREAS, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the CONFIDENTIAL EMPLOYEES' ASSOCIATION.

NOW THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the CONFIDENTIAL EMPLOYEES' ASSOCIATION as has been set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.

2. The County Auditor/Controller and Human Resources Director are hereby directed to implement the provisions of these Memorandum of Understanding, and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th Day of August 2025 by the following vote:

AYES:
NOES:
ABSENT:
ATTEST:

_____
Kevin Goss, Chair, Board of Supervisors

_____
Allen L. Hiskey, Clerk of the Board

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF PLUMAS

AND

CONFIDENTIAL EMPLOYEES' ASSOCIATION

January 1, 2025 to December 31, 2026

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF PLUMAS
AND
CONFIDENTIAL EMPLOYEES ASSOCIATION

TABLE OF CONTENTS

1.00 GENERAL CONDITIONS

1.01	RECOGNITION……	4
1.02	MANAGEMENT RIGHTS ……	4
1.03	ASSOCIATION SECURITY……	5
1.04	USE OF COUNTY FACILITIES…….……..	5
1.05	BULLETIN BOARDS ……...	5
1.06	ACCESS TO EMPLOYEES ……	5
1.07	NEW CLASSIFICATIONS AND PERSONNEL RULES…….	5
1.08	UNIT REPRESENTATIVES……	6
1.09	INDIVIDUAL RIGHTS ……..	6
1.10	PROBATIONARY APPOINTMENT ……..	6

2.00 COMPENSATION

2.01	SALARY ……	6
2.02	MERIT ADVANCEMENT BY SALARY STEP …….	7
2.03	LONGEVITY ADVANCEMENT……..	7

3.00 HOURS

3.01	OVERTIME PAY ……..	7
3.02	COMPENSATORY TIME OFF ……..	7
3.03	ON CALL PAY …….	8
3.03.1	CALL BACK PAY …….	9
3.03.2	SHIFT DIFFERENTIAL PAY ……..	9
3.04	BILINGUAL PAY ……..	9
3.05	FLEX TIME ……	9
3.06	FOUR DAY WORKWEEK ……..	9
3.07	REST PERIODS ……..	9

4.00 BENEFITS

4.01	HEALTH INSURANCE …….	10
4.02	HEALTH PLAN COMMITTEE …….	11
4.03	RETIREMENT ……	11
4.04	STATE DISABILITY INSURANCE …….	12
4.05	BENEFIT PRO-RATION ……..	12
4.06	LIFE INSURANCE …….	12

5.00 LEAVES

5.01 SICK LEAVE …… 12
5.02 SICK LEAVE PAYOFF ……. 12
5.03 FAMILY INJURIES AND ILLNESSES ……... 12
5.03.1 FAMILY MEDICAL LEAVE ACT (FMLA) CALIFORNIA FAMILY RIGHTS ACT (CFRA)…… 13
5.03.2 NON-FAMILY MEDICAL LEAVE ACT ABSENCES ……. 13
5.03.3 WORKER'S COMPENSATION LEAVE …….. 14
5.04 FAMILY DEATH ……... 14
5.05 VACATION …… 15
5.06 HOLIDAY …….. 15
5.07 DISABILITY LEAVE ……..... 16
5.08 MATERNITY LEAVE …….. 17
5.09 JURY AND WITNESS LEAVE …… 17
5.10 MILITARY LEAVE …….. 17

6.00 GRIEVANCE AND APPEALS

6.01 GRIEVANCE PROCEDURE …… 17
6.02 APPEAL POLICY …….. 19
6.03 REQUEST FOR APPEAL …….. 19
6.04 HEARING OFFICER ……. 19
6.05 CONDUCT OF THE HEARING …… 20
6.06 FINAL DECISION ……. 20
6.07 RESOLUTION …… 20

7.00 MISCELLANEOUS

7.01 FURLOUGH RULE …… 20
7.02 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS …… 21
7.03 DRESS STANDARD …….. 21

8.00 PEACEFUL PERFORMANCE…… 21

9.00 AGREEMENT

9.01 FULL AGREEMENT ……... 22
9.02 ENACTMENT ……. 22
9.03 SAVING CLAUSE …….. 22
9.04 TERM OF MEMORANDUM ……. 22
9.05 PER DIEM
9.06 SIGNATURES ……. 23

Appendix A – Confidential Employees Association Job Classifications …… 25

CONFIDENTIAL UNIT
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF PLUMAS
AND
CONFIDENTIAL EMPLOYEES ASSOCIATION

Pursuant to the provisions of the Meyers-Milias-Brown Act Section 3500 et seq. of the Government code of the State of California and the Rules and Regulations of the County of Plumas, representatives of the County of Plumas, hereinafter called "County", and the Confidential Association, hereinafter called "Association", have "met and conferred" concerning the subject of wages, hours and other conditions of employment for employees in the Unit.

This memorandum of understanding represents the good faith effort of both parties to reach agreement on matters of wages, hours and conditions of employment for employees in the Confidential Unit. It is understood that this agreement is not binding on the County until such time as it is ratified by the membership of the Association and adopted by the Plumas County Board of Supervisors.

It is agreed as follows:

1.00 **GENERAL CONDITIONS**

1.01 RECOGNITION

The County recognizes the Confidential Association as the exclusive representative for employees designated to the Confidential Unit of county employees pursuant to Section 3510b of the California Government Code and the Rules and Regulations of Plumas County.

The classifications of county positions designated to the Confidential Unit are as shown in Appendix "A" of this Memorandum of Understanding.

1.02 MANAGEMENT RIGHTS

The County retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by County and not abridged herein, include, but are not limited to, the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, establish work standards, schedules of operation and reasonable workload; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to furlough employees for limited duration; to adopt rules of conduct; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions and determine the content and title of such classifications; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Management's exercise or failure to exercise discretion afforded by this article shall not

be the sole basis for any grievance.

1.03 ASSOCIATION SECURITY

The Association shall be provided payroll deduction for membership dues. The Association shall provide the County Auditor with a written authorization on a form approved by the County, signed by the employee in the unit authorizing the payroll deduction and setting forth the full amount to be deducted each month. The County Auditor will forward to the Association in a timely manner the dues collected each month from members in the unit authorizing such deduction.

The Association shall immediately notify the Auditor of any changes or cancellations in the authorized deductions. The County shall not be liable to the Association, the employees or any other party by reason of this section, for the remittance of payment of any sum other than the actual amount of deductions authorized to be withheld by payroll deduction. The Association agrees to indemnify and save the County harmless against any and all claims, demands, suits, orders, judgment or other forms of liability that may arise out of or by reason of action taken by employees or others under this section.

1.04 USE OF COUNTY FACILITIES

With approval of the County, the Association may use certain county facilities, resources and supplies for non-political purposes as long as the County is reimbursed for the cost of any supplies or materials provided to the Association and provided that such use of supplies, resources or space does not interfere with the efficiency of the County operations. The Association agrees to pay the County upon demand from the County Auditor, cost of such benefits of supplies received.

1.05 BULLETIN BOARDS

The Association shall be provided reasonable designated space on county bulletin boards which does not interfere with the County's official use of the bulletin boards. Association material on bulletin boards is to be maintained by the Association in an orderly manner and kept current.

All material posted shall 1) not be obscene, 2) shall not malign the County or its representatives and 3) shall not constitute harassment, discrimination or retaliation based on a legally protected status. The Human Resources Director or his/her designee reserves the right to remove any material posted in violation of this section if the Union refuses to remove the material on its own.

1.06 ACCESS TO EMPLOYEES

With prior notice to the County, the Association or its official representative(s) may have access to county employees during off duty time in the non-work areas of county facilities for the purpose of Association business.

1.07 NEW CLASSIFICATIONS AND PERSONNEL RULES

The County will give written notice to the Association of any new classifications proposed to be included in the unit covered by this Memorandum of Understanding and any proposed changes to the Personnel Rules.

1.08 UNIT REPRESENTATIVES

The Association shall be allowed to designate two (2) employee members to serve as representatives in the "meet and confer" process with the County. The Association shall provide the County, in writing, prior to the beginning of the meet and confer process the name, classification and department of the representative. Designated employee representative shall, upon prior notification to their respective department head(s), be granted reasonable release time from scheduled duties without loss of pay to meet the County representatives during the "meet and confer" process. The County shall not be responsible for any travel, overtime or miscellaneous expenses resulting from the Association exercising this right.

Stewards shall be released for three (3) hours per month to meet with the County management to discuss problem solving and make recommendations to the Board.

1.09 INDIVIDUAL RIGHTS

Neither the County nor the Association shall interfere with, intimidate, coerce, restrain, or discriminate against an employee because of the expertise of his/her right to engage in or refrain from engaging in activities pursuant to Section 3500 et seq. of the California Government Code.

1.10 PROBATIONARY APPOINTMENT

Probationary appointments shall be made from an eligible list to a position that the Board authorizes to be filled on a permanent basis, other than by reemployment, transfer, demotion, or temporary assignment. Except as described in Section 1.11 below, the probationary appointment shall become a permanent appointment after successful completion of a probationary period. The initial probationary period for new hires continues to be twelve months of continuous and compensated service measured from the anniversary date unless otherwise required by State Merit System rules. A probationary employee may be terminated without cause.

The probationary period for a permanent employee promoted to a higher level classification shall be six (6) months of continuous and compensated service measured from the anniversary date.

A permanent employee who is promoted and who has passed probation in their formerly held lower class, if rejected during the promotional probation period, shall have the right to return to their former class and pay status.

Extra-Help employees hired as regular employees in the same classification they worked, with no break in County service, shall have their time worked in the classification counted towards their probationary period.

1.11 LIMITED TERM POSITIONS

Positions that are classified as limited term, or set-term, are considered at-will, and not subject to the provisions of section 1.10. Employees who are hired from limited term positions, who have more than six (6) months of continuous service, shall have a six (6) month probationary period upon appointment to a position that is classified as permanent.

1.12 PART-TIME POSITIONS

Positions that are less than 1.0 FTE shall not be subject to sections 3.01 or 3.02 regarding overtime, unless their workweek exceeds 40 hours. Part-time employees shall receive holiday, prorated in proportion to their FTE. For example, a .5 FTE would receive 4 hours on County Holidays. Part-Time Employees are subject to section 4.05 Benefit Proration.

2.00 **COMPENSATION**

2.01 WAGES

Wages for all represented classifications shall be increased during the term of this Agreement as follows:

10% effective the first full pay period following Board ratification of this MOU

In addition, each member of the bargaining unit will receive a non-recurring, one-time, lump sum payment in the amount of two thousand dollars ($2,000.00) minus applicable payroll deductions. Only employees who are on the payroll during the pay period in which the County issues the one-time, lump sum payments will receive the payment.

2.02 MERIT ADVANCEMENT BY SALARY STEP

Advancement through the salary Steps A through E depends on satisfactory performance at the prior step for the equivalent of twelve months of full-time compensated and continuous service before advancement to the next higher step; provided that an employee who is promoted shall be eligible for one advancement to the next higher step after six months of continuous and compensated service measured from the date of the promotional appointment.

Satisfactory performance shall be evidenced by an appointing authority's completion of County's Personnel Action Form, based on performance evaluations conducted.

The County shall develop a standardized performance evaluation form and procedures for conducting employee performance evaluations.

When merit advancement is denied to an employee, the employee's performance shall be re- evaluated within ninety days and, if performance is satisfactory, the employee may be advanced to the next step.

Temporary employees hired into the same classification for which they have served continuously shall have that time served as credit towards their probationary period.

2.03 LONGEVITY ADVANCEMENT

Employees will earn longevity pay, reportable to CalPERS as special compensation, beginning the first

full pay period following Board ratification of this MOU, upon completing seven (7), ten (10), fourteen (14), eighteen (18), twenty-one (21), twenty-four (24) and twenty-seven (27) years of regular continuous service measured from the date of hire. Each longevity increment constitutes a five percent (5%) ongoing increase calculated on the employee's current base wage. Longevity pay compounds. The maximum longevity pay constitutes a thirty-five percent (35%) ongoing increase calculated on the employee's current base wage upon completion of twenty-seven (27) years of continuous and compensation service.

3.00 **HOURS**

3.01 OVERTIME PAY

Overtime shall be paid on the following basis:

Employees, except FLSA-exempt employees, shall be paid one and one-half (1 1/2*)* times the number of hours worked **in** excess of their normal workday or workweek, and one and one-half (1 1/2) times any hours worked on a Sunday.

A vacation day, paid holiday, or sick leave used, shall be counted in a regular workday or workweek for purposes of computing overtime.

3.02 COMPENSATORY TIME OFF

Compensatory time off shall be permitted in-lieu of overtime pay for overtime work as set forth below:

a. In-lieu of overtime pay, employees may be required to take compensatory time off, subject to limits stated in this rule, and calculated to be the equivalent value of overtime pay.

b. FLSA-exempt employees shall receive one hour of compensatory time off for each hour worked in excess of their normal workday or workweek.

c. Each employee and employee's department head shall keep records showing all compensatory time off earned and used, so that the net balance of unused compensatory time off is known at all times. Such records shall substantiate the time cards maintained by the Auditor.

d. No department head shall authorize the earning of compensatory time off if the employee's net unused balance is greater than ninety hours. When an employee is authorized to perform overtime work which would result in accrual of a net balance of compensatory time off in excess of the above limits, the employee shall be paid for that overtime work.

e. Compensatory time off shall be earned and used as authorized by the department head.

f. Upon termination from the classified service or county service, whichever occurs first, an employee shall be paid the value of unused compensatory time off, provided that there shall not be included in such payment any compensatory time off earned prior to February 14, 1986, while the employee was in FLSA-exempt status, and this provision is retroactive to February 14, 1986. The value shall be based upon the hourly equivalent of the employee's salary at the date of

termination.

g. The County will cash-out employee CTO accrual banks upon their transfer from one County department to another County department.

3.03 ON-CALL PAY

On-call duty assigned by the Department Head shall be compensated as follows:

a. Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.

b. On-call employees shall be notified and will be expected to respond to service calls within 30 minutes.

c. Employees assigned on-call outside of normal duty hours shall be compensated by two (2) hours of pay at their regular pay rate for each full week for on-call and three (3) hours of pay at their regular pay rate for each full Saturday, Sunday, or Observed Holiday of on-call status.

d. Employees responding to a service call outside of normal duty hours shall be compensated at time and one-half their normal pay rate. Compensation may be either in pay or CTO at the discretion of the department head. This section shall apply to both overtime "exempt" and "non-exempt" employees.

e. Responding to a service call shall mean any call that requires the employee to respond away from the employee's residence and any telephone call in excess of 15 minutes.

3.03.1 CALL BACK PAY

An employee required to report for work on a non-workday or outside of the employee's regular hours on a workday, once the employee has left the work site shall receive call back pay. The minimum hours for each call back shall be two (2) overtime hours of compensation or the actual hours worked, whichever results in the greater overtime hours. Call back time shall start when the employee is contacted to report to work and end at the work site when the assignment is concluded. A telephone response shall not be considered call back, but any telephone time may be overtime subject to the overtime provisions of this MOU. Employees responding to a call back assignment by use of their private vehicle may claim mileage under the County mileage reimbursement policy.

3.03.2 SHIFT DIFFERENTIAL PAY

Employees assigned a shift with the majority of hours occurring between 6 p.m. and 6 a.m. shall receive an additional thirty-five cents (35) per hour shift differential pay. Overtime hours occurring in the premium time shall be excluded from differential pay unless the majority of the regular shift occurs between 6 p.m. and 6 a.m.

3.04 BILINGUAL PAY

Employees identified by the Human Resources Director that have been assigned job duties involving regular use of bilingual skills shall receive a stipend of seventy dollars ($70.00) per month.

3.05 FOUR-DAY WORKWEEK

Upon board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four ten-hour days. For this purpose, "workday" is defined as ten hours instead of eight hours; merit advancements shall be applicable so that eligibility for salary step increases is determined on a calendar day basis.

3.06 REST PERIODS

Unless precluded by operational necessity of an imminent nature, employees shall be afforded a fifteen-minute duty-free rest period during each four hours or half of the regular eight (8) or ten (10) hour workday, whichever is greater.

3.07 FLEX TIME

At the department head's discretion, departmental employees may be authorized to work a flexible schedule. This includes 4-10's, 9-80's, 3-12's/1-4's or other flexible schedules agreed upon by the employee and the Department Head.

Employees working a 9/80 work schedule will have a regularly scheduled day off every other week as determined by the County. For employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of their 8 (eight) hour shift on the day of the week that corresponds to the employee's alternating regular day off.

4.00 **BENEFITS**

4.01 HEALTH INSURANCE

a. Active Employee Health Plan: Effective December 1, 2022, the County shall contribute 85% of the total combined amount to fund CalPERS employee medical, insurance, dental, vision and life insurance.

   County paid health insurance is a benefit exclusively for eligible probationary and permanent employees. The Gold Plan is used for the benchmark for the Affordable Care Act (ACA) low wage earners.

b. Upon providing continued proof of other Patient Protection and Affordable Care Act compliant group health insurance by providing a copy of the health insurance card for the alternative coverage, employees choosing to opt out of the County offered health plans shall receive $150.00

per pay period (excluding the 3rd paycheck in one month) for a maximum annual benefit of $3,600.00 per year.

c. If any other bargaining unit establishes a health savings account, this option will be offered to the Confidential Unit.

d. Retired Employee Health Plan: An employee who retires from Plumas County, immediately upon termination, under the County's PERS contract and who is covered under a County approved health insurance plan for themselves and any eligible dependents, may continue to be covered under the plan by advancing to the County Auditor, the full premium amount each month preceding the month of coverage, under rules and procedures established by the Auditor.

For employees, retiring in good standing under the above-stated conditions, who have fifteen years of continuous service with Plumas County, the County shall contribute an amount equal to twenty-five (25%) of the County's health premium contribution for an active employee, or fifty percent (50%) after twenty-five years of continuous service, until employee reached age 65.

Employees, upon retirement in good standing under the conditions stated above, may choose to convert unused sick leave accumulation to prepaid health premiums under the conditions stated below. Employees who choose this option may not utilize any portion of sick leave accrual designated for prepaid health premiums for any other retirement or cash option. The County Auditor shall establish reasonable rules and procedures for the administration of this program. Any balance in accounts shall not be refundable in the event of death of the retiree and their surviving dependent.

Prepaid Health Plan/Sick Leave Conversion Option:

Years of Continuous Services	Percentage of Sick Leave Value
0-5	25%
5-10	50%
10-15	75%
15 or more	100%

Conversion rates to be based on employee rate of pay at retirement. Retirees eligible for the basic 25% or 50% of the County paid premium for active employees may convert accrued sick leave in an amount not to exceed a combined value of 100% premium for themselves or surviving spouse.

e. The Parties may negotiate and agree to change the health plan provider from CalPERS to another provider during the term of the MOU.

4.02 HEALTH PLAN COMMITTEE

The County has a Health Plan Committee in which the Association may participate. The Committee will be coordinated by the Human Resources Director. The Association may appoint one representative from the bargaining unit to the Committee. Such unit employee appointed to the Committee must be a member of the County's Health Plan.

The employee representative will serve without loss of regular compensation, however, no overtime, call-back pay, or other special pay or expenses will be allowed for the employee representative. The Committee will be advisory only and will make its recommendations periodically to the County Board of Supervisors as to benefits to be provided in the County's benefit plan.

In the event the Committee recommends changes to plan benefits, the County agrees to provide notice to the Association of the proposed changes. Should the Board of Supervisors accept the committee's recommendations without change, it is agreed no additional meeting and conferring on the changes is required.

This Memorandum of Understanding will be subject to opening, at the request of either the Association or the County, on the specific subject of Health Plan premium rates and sharing formula if the Board of Supervisors change the plan.

4.03 RETIREMENT

Retirement benefits are provided through the County's 2.0% at 55 benefit plan contract with the California Public Employees Retirement System (CalPERS) for classic miscellaneous members and 2.0% at 50 for classic safety members. New miscellaneous members receive the CalPERS 2.0% at age 62 benefit plan and new safety members receive the CalPERS 2.7% at age 57 benefit plan, both of which are administered under the Public Employees' Pension Reform Act (PEPRA) of 2013.

The County shall pay an amount equal to four percent (4%) of the Classic Member employee's wages or salary toward the seven (7%) employee member contribution for miscellaneous. The remaining three percent (3%) portion of the employee member contribution to PERS will be paid by the employee.

4.04 STATE DISABILITY INSURANCE

The S.D.I. plan shall include integration of benefits with County sick leave to prevent duplication and to allow an employee up to full pay by the combination of benefits.

The premium cost of S.D.I. will be paid by the employee through payroll deduction in a manner acceptable to the County Auditor.

4.05 BENEFIT PRO-RATION

Regular employees assigned less than forty hours per week, as set out in the approved County budget, shall be eligible for benefits offered to full time regular employees prorated on the basis of percentage of time regularly assigned. Provided however, when contract provisions with benefit carriers (i.e. PERS, health, etc.) requires a minimum work schedule to participate, the part time employee shall not be eligible for the pro rata benefit. The County may establish implementation procedures to ensure uniform application of this section.

4.06 LIFE INSURANCE

Effective as soon as possible after approval of this MOU by the Board of Supervisors the County will cover employees in this bargaining unit with $20,000 of term life insurance. Such life insurance coverage is to remain in effect during the term of this agreement.

5.0 LEAVES

5.01 SICK LEAVE

Sick leave is a benefit granted to regular employees who are probationary or permanent. Sick leave shall in all instances be granted subject to the following terms:

a. An employee shall accrue sick leave at the rate of one and one-quarter (1-1/4) working days per month.

b. An appointing authority shall approve sick leave only after ascertaining that the absence was due to illness or unfitness for work for medical reasons, and a doctor's certificate may be required.

5.02 SICK LEAVE PAYOFF

The establishment of a new sick leave payout tier. For employees hired on and before December 31, 2024, will have the same payout tiers. Those hired on and after January 1, 2025, will have to work 15 years before being able to cash out their available sick leave and will read as follows: The County will cash-out an employee's accrued sick leave upon the employee's death, retirement, lay-off or resignation while in good-standing with the County as follows for those hired and employed on and before December 31, 2024:

10 to 14 years of continuous service = thirty-five percent (35%) of accrued sick leave.

15 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

For those hired and employed on and after January 1, 2025:

15 years of continuous service = thirty-five percent (35%) of accrued sick leave.

16 to 19 years of continuous service = forty percent (40%) of accrued sick leave.

20 or more years of continuous service = fifty percent (50%) of accrued sick leave.

The value of the accrued sick leave shall be based upon the employee's hourly wage at the end of employment.

5.03 FAMILY INJURIES AND ILLNESSES

In the event of injury or illness in the employee's family, a full-time permanent or full-time probationary employee shall be allowed up to ten days of leave per year measured from the anniversary date, which

shall be chargeable to sick leave. The attending doctor's statement shall be sufficient proof of such illness or injury, if required by the appointing authority.

5.03.1 FAMILY MEDICAL LEAVE ACT (FMLA) CALIFORNIA FAMILY RIGHTS ACT (CFRA)

a. An unpaid leave of absence may be granted under the provision of FMLA/CFRA only if the employee has worked for the County at least (12) months, including a minimum of 1,250 hours of paid service during the twelve (12) month period preceding the leave.

b. Employees eligible for leave may elect to take up to (12) weeks of unpaid leave to attend to the birth or adoption of a child; to care for a seriously ill member of the immediate family; or when the employee is unable to work because of his/her own serious medical condition.

c. The County will continue to provide group health benefits and will pay the County's share of the health plan premium during the leave. The employee is responsible for timely payment of his/her share of the premium.

d. The County will reinstate the employee to the employee's previously held position or substantially equivalent one if said position is not available. The employee, however, will lose reinstatement rights to such a position if the employee is unable to perform the essential functions of the job due to a physical or mental condition.

e. An employee on FMLA/CFRA is equally subject to layoff as are other employees continuously employed by the department.

f. The employee is required to give thirty (30) calendar days' notice to the department head that a leave under FMLA/CFRA is being requested.

If such advance notice is not practical, the employee shall inform the department head of the need for leave as soon as possible.

g. If an employee requires a subsequent leave under FMLA/CFRA, time worked will commence at the end of the prior FMLA/CFRA leave, with the same twelve (12) months 1,250 hours of paid service requirement between the two FMLA/CFRA leaves.

h. Leaves must be applied for in writing to the department head with accompanying documentation and verification by the appropriate medical provider.

5.03.2 NON-FAMILY MEDICAL LEAVE ACT ABSENCES

If a leave does not qualify under FMLA/CFRA, the employee must request an unpaid leave of absence for personal or medical reasons in accordance with the following:

a. Leaves of fourteen (14) calendar days or less may be granted by the department head. Leaves greater than fourteen (14) calendar days also require the prior approval of the County Administrator.

b. A request for medical leave under the provision of this section requires medical verification by the employee's medical provider and must be provided in writing to the employee's department head.

c. The County will not contribute to the health insurance premium. During the leave the employee is to pay the full premium to the group health insurance plan the payment schedule shall be determined by the County.

d. The County reserves the right to deny such a leave and to deny the extension of such a leave.

e. An employee granted a leave under this provision is expected to return to his/her normal assigned duties upon the expiration of the leave. He/she is subject to layoffs as if he/she were working.

f. An employee, unable to perform the essential function of his/her job under provisions of the American with Disabilities Act may not be reinstated to County employment.

5.03.3 WORKERS' COMPENSATION LEAVE

A Workers' Compensation leave of absence may be granted, by the Board of Supervisors to employees who are on authorized workers' compensation status due to industrial illness or injury as provided by state law.

The employee will be required to supplement temporary disability payments with accrued paid leave to an amount where by the combined amounts are equivalent to full pay.

When all accrued paid leaves are exhausted the County will continue to pay the County's share of the employee's health insurance premium up to (1) year, from the date of the injury, during the remaining temporary disability payment period and only if the employee pays his/her share of the premium in a timely manner as prescribed by the County. An employee on workers' compensation leave may be terminated as provided by state law.

5.04 FAMILY DEATHS

When a permanent or probationary employee is absent due to a death in the family, the employee shall receive up to five days paid leave on the following conditions:

a. All employees who have been employed by the County for at least 30 days are entitled to five (5) days of paid bereavement leave per year in the event of the death of a “family member”
b. A “family member” means a spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, sibling, parent-in-law or designated person.
c. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off to provide for their compensation during any bereavement leave in excess of (5) days.
d. An employee who utilizes bereavement leave shall notify their supervisor or Department

Head of the intent to use such leave. Employees may use such leave on a non-consecutive basis in the three (months) that follow the date of death of the “family member”.

5.05 VACATION

Paid vacation is exclusively a benefit for regular probationary and permanent employees. It shall be granted on the following terms and "days" shall refer to working days.

a. Accrual shall be computed from the date of hire:

1. During the first year of compensated and continuous service, an employee shall accrue ten (10) days of vacation. Employees may be allowed to use accrued vacation time during the first year of employment with approval of their department head.

2. During the second year of compensated and continuous service, an employee shall accrue ten (10) days of vacation.

3. During the third through seventh year of compensated and continuous service, an employee shall accrue fifteen (15) days of vacation.

4. During the eighth year of compensated and continuous service, and each year thereafter, an employee shall accrue twenty-one (21) days of vacation per year.

b. The balance of accrued unused vacation leave for any employee shall be limited to three hundred thirty-six (336) hours. No vacation will be earned when the maximum vacation accrual is reached except as provided for in this section.

c. Vacation leave shall be taken with the prior approval of the appointing authority, provided that there shall be a reasonable basis for denial of an employee's request for leave. Appointing authorities shall be responsible for ensuring that employees have the opportunity to take vacation leave each calendar year. No employee shall be denied the opportunity to take off each year two-thirds of the employee's annual vacation accrual, nor denied the opportunity to take off at least five consecutive days each year.

d. Employees represented by this bargaining unit will be allowed to sell back to the County, up to forty (40) hours of vacation per calendar year provided, however, they have used forty (40) hours during that calendar year and there must be a remaining balance after the hours have been sold back to the County of at least eighty (80) hours.

Pursuant to Federal I.R.S. regulations, beginning in December of 2025, in order for the County to meet the constructive receipt of income rules, the County must withhold the applicable income, social security, and Medicare taxes on the date the employee constructively receives the benefit as paid.

e. Upon death, retirement, or layoff, or upon resignation from the classified service, an employee or said employee's estate shall be paid one hundred percent of the value of any accrued, unused

vacation leave. Valuation shall be on the basis of the hourly equivalent of said employee's monthly salary at the effective date of termination or resignation.

5.06 HOLIDAYS

The following holidays are recognized holidays. On such holidays, employees shall be entitled to time off with regular pay:

1. January 1, New Year's Day;
2. The third Monday in January, M.L. King Day;
3. February 12, Lincoln's Birthday;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May; Memorial Day;
6. June 19, Juneteenth;
7. July 4, Independence Day;
8. The first Monday in September, Labor Day;
9. The second Monday in October, Columbus Day;
10. November 11, Veterans' Day;
11. The day in November that is the legal observance of Thanksgiving;
12. The day in November following Thanksgiving;
13. December 24, Christmas Eve; except that when December 24 falls on a Saturday or Sunday, the preceding Friday shall be designated as the Christmas Eve holiday, and when December 24 falls on a Friday, the preceding Thursday shall be the holiday;
14. December 25, Christmas Day; and
15. Every day appointed by the President of the United States or the Governor of this State as a special one-time holiday.
16. Three (3) floating holidays to be approved in advance by the Department Head.
17. Each unit employee shall be entitled to take a day off with pay to commemorate his/her birthday, provided it has been approved in advance by the employee's department head and further provided the day off is taken within the same calendar month as the birthday occurs. An employee's request shall not be unreasonably denied. No employee shall receive pay instead of or in-lieu of taking the birthday off. This provision shall continue only for the duration of the MOU.

If January 1st, February 12th, June 19th, July 4th, November 11th or December 25th falls upon a Sunday, the Monday following shall be a holiday; if such foregoing date falls on a Saturday, the preceding Friday shall be a holiday.

5.07 DISABILITY LEAVE

An employee who has become temporarily disabled for any reason shall have a right to disability leave not to exceed four months or until a doctor certifies fitness to return to work, whichever is sooner. Such leave shall be without compensation or accrual of benefits or seniority. Accrued sick leave benefits must be used prior to the effective date of disability leave. If the employee has been covered by county-paid health insurance prior to the effective date of disability leave, the employee shall have the right to continue such insurance at the employee's own expense; provided that the County shall pay for such insurance if the employee is receiving workers' compensation benefits.

When disability leave is used up, and reliable medical evidence shows that the employee is still medically or physically unfit for his or her position, then:

a. The County shall submit an application for disability retirement for the employee under Government Code section 21023.5, unless the employee elects otherwise; or

b. The employee may apply for and be granted a general leave of absence if the medical evidence shows a likelihood of fitness to return to work in the position within a reasonable period of time; or

c. The employee shall be terminated from employment after receiving notice and an employee so terminated shall have the right to appeal.

5.08 MATERNITY LEAVE

If a doctor certifies that an employee is disabled due to pregnancy, childbirth, or related medical conditions, the employee shall have a right to maternity leave not to exceed four months. In all other respects, maternity leave shall be granted on the same terms as disability leave. An employee who plans to take maternity leave shall be required to give the appointing authority reasonable notice of the anticipated date and duration of leave.

5.09 JURY AND WITNESS LEAVE

Any employee who is called for jury duty or subpoenaed to appear as a witness, other than as an expert witness or party to the action, shall receive paid leave for such purpose on the terms that follow:

a. The employee shall receive paid leave provided that any witness fees or jury fees are assigned to the County Auditor.

b. If called as a witness in litigation in which the County is a party, or to testify in an official capacity as a county employee, the employee shall receive paid leave and an allowance for any necessary travel, provided that any witness fees are assigned to the County Auditor.

5.10 MILITARY LEAVE

Military leave with pay for up to thirty days shall be granted in accordance with state law, provided that the appointing authority is given a copy of the military orders and has, within the limits of military regulations, an opportunity to determine when such leave shall be taken.

In the event an employee of the County is called up for Federal active duty for other than training purposes, supplemental pay shall be provided which equals the difference between the employees gross pay and allowances received from the military and their gross pay earned from the County for a period of six months (180 days) over and above the thirty (30) days per fiscal year required by law for a period not to exceed two hundred-ten (210) days.

6.00 **GRIEVANCE AND APPEALS PROCEDURE**

6.01 GRIEVANCE PROCEDURE

Definitions

"Grievance." A grievance is a claimed violation, misinterpretation, or misapplication of a specific provision of this document or of the provisions of the County Personnel Code or other County policies relating to issues within the scope of bargaining. Except as specifically provided otherwise, grievances regarding the County Personnel Rules or County policies may be advanced only through Formal Step Three (3) of this procedure.

A grievance shall not include any matter for which a separate administrative appeal process is available including but not limited to claims of discrimination, on the job illness or injury (workers' compensation) and unemployment claims.

Grievances relating to disciplinary actions and medical terminations or demotions shall be subject to the appeal process provided herein.

"Grievant." A grievant is an employee in the unit at the time of the alleged violation. The Union may act as a grievant on its own behalf or on behalf of one or more employees adversely affected provided that the affected employees and circumstances are identified in sufficient detail for management to respond.

"Day." As used within this Article, "day" shall be construed to mean calendar day, excluding recognized County holidays, unless otherwise specifically stated.

Procedure

There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed as follows:

STEP ONE (1): An employee's grievance must be submitted to his/her first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give his/her answer to the employee by the end of the fifth (5th) calendar day following the presentation of the grievance and the giving of such answer will terminate "Step One".

STEP TWO (2): If the grievance is not settled in "Step One", the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific provisions of this Memorandum of Understanding alleged to have been violated, signed and dated by the employee and presented to the supervisor or his/her designee within seven (7) working days after termination of "Step One". A meeting with the representative and supervisor or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the grievance is received by the supervisor or his/her designee. The supervisor or his/her designee may invite other members of management to be present at such meeting. The supervisor or his/her designee will give a written reply by the end of the seventh calendar day following the date of the meeting, and the giving of such reply will terminate "Step Two".

Should there be intermediate layers in the chain of command, Step Two 2 may be repeated for each layer of supervision in the chain of command before advancing to Step Three (3).

STEP THREE (3): If the grievance is not settled in "Step Two" the Union Representative (or the employee if not represented by the Union, the Employee Representative) and the Management Representative shall, within seven (7) calendar days after the termination of "Step Two", arrange a meeting to be held at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within fourteen (14) calendar days from the date the grievance is referred to "Step Three". A decision shall be rendered within seven (7) calendar days from the date of such meeting.

Time limits as set forth may be extended by mutual agreement between the parties, but neither side shall be required to so agree.

If the County fails to respond to the grievant within the time period contained above, the grievance will be advanced to the next step in the procedure.

The decision of the Department Head may be appealed to the designated hearing officer pursuant to Section 6.02.

6.02 APPEAL POLICY

The County hereby establishes a personnel action appeals procedure in order to have an impartial hearing on disputed personnel actions which have been appealed on the basis of the following rules: Personnel Rule 4.03 (Discrimination); Personnel Rule 11.05 (Medical Examination); 16.02 (Disciplinary Action); and Section 6.0 (Grievance) of this document.

6.03 REQUESTS FOR APPEAL

When a person has a right to appeal under these rules, the person may submit to County Counsel a written request for appeal to the Board. The request for appeal must be submitted within fourteen (14) days from the date that the person received notification of the right to appeal the appointing authority's final decision.

Upon receiving a request for an appeal, the appointing authority shall be notified by the County Counsel.

The County Counsel shall schedule a hearing on the appeal at the earliest time that is mutually convenient for the interested parties (county and appellant), their representatives, if any, and the assigned hearing officer.

6.04 ADMINISTRATIVE LAW JUDGE

The Administrative Law Judge shall be assigned by the California Office of Administrative Hearings.

The cost of the Administrative Law judge shall be paid solely by the County of Plumas for members of the unrepresented confidential bargaining unit. Should the Count prevail in the hearing, the unrepresented member will be required to reimburse the County for any and all expenses related to the hearing.

6.05 CONDUCT OF THE HEARING

The County Counsel shall be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing shall be closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge pursuant to the California Administrative Procedures Act.

County employees called as witnesses shall serve without loss of pay in accordance with Section 5.12.

Unless there is a pre-agreement to share the cost of a record by the parties, an interested party may tape record the hearing or arrange at its own cost the services of a court reporter. Should an Administrative Law Judge require a record of the hearing, the parties shall share the cost equally. Any such record of the hearing shall become a record of the proceedings for purposes of any future judicial review.

An Administrative Law Judge's decision may not alter any provisions of this Memorandum of Understanding, any County ordinance or resolution or initiative passed by the people of Plumas County or any State or Federal law or regulation.

6.06 FINAL DECISION

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge shall prepare the record of the hearing and shall submit a written decision of findings of fact, rulings of law, and final disposition. Copies shall be sent to the interested parties. The Administrative Law Judge's ruling shall be submitted to the Board of Supervisors for final adjudication as provided in the California Administrative Procedures Act.

7.00 **MISCELLANEOUS**

7.01 FURLOUGH RULE

The County reserves the right to furlough an employee or group of employees without pay under the

following provisions:

1. A furlough may be ordered to compensate for an unforeseen county budget crisis.

2. A department head may furlough an employee or group of employees upon review by the County Administrative Officer and approval of the County Board of Supervisors.

3. An employee furloughed by the County shall not receive pay during a furlough period but shall not suffer a reduction in benefits or seniority during the time off.

4. The maximum number of furlough days during the term of the MOU shall not exceed 8 days per employee.

5. An employee shall not be furloughed for more than 1 day in any pay period.

6. Furlough time shall be in full-day increments for full time employees and prorated for part time employees.

7. An employee to be furloughed is to be notified in writing by their department head at least 14 calendar days prior to the assigned furlough day or days.

8. Whenever possible, considering needs of the department, a department head will attempt to schedule the furlough time adjacent to holidays or weekends and also consider an employee's choice in selecting the furlough day or days.

9. The County shall not use the furlough rule to discriminate against an employee or as a form of disciplinary action.

10. The application of a furlough to an employee or group of employees shall not be subject to the grievance procedure.

7.02 PROGRAM FOR BONUSES FOR COST-SAVING IDEAS

During the term of this agreement, the County shall implement a program to reward employees with bonuses for ideas which prove to be cost-saving ideas for the County. Implementation shall be done in a manner acceptable to the County. The initial draft plan for program operation shall be submitted to the County by the Plumas County Employee's Association.

The County shall not be obligated to fund the program with more than $500 per fiscal year unless a higher level of funding or a percentage formula is adopted by a mutual written assent.

7.03 DRESS STANDARD

During the term of this agreement, the County and Confidential Unit will meet and confer to establish a dress code.

8.00 PEACEFUL PERFORMANCE

The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by County employees covered by this agreement are essential to the public health, safety and general welfare of the residents of the County of Plumas. The Association agrees that during the term of this agreement, under no circumstances will the Association recommend, encourage or cause its members to initiate or participate in, or will any member of the designated unit take part in, any strike, sit-down, stay in, sick out, refusal to work overtime, slow down or boycott, picketing (here in collectively called job action) in any office or department of the County of Plumas, nor to curtail, restrict or interfere any work or operation of the County.

In the event of any job action by any member of the designated unit, the County shall not be required to negotiate on the merits of any dispute which may have given rise to the job action, until the job action has ceased. In the event of any job action by any unit member during the term of this Memorandum of Understanding, the Association, by its officers, shall immediately declare in writing and publicize that the job action is illegal and unauthorized and further in writing, direct its members to cease said conduct and resume work. Copies of said notices shall be filed with the County Clerk as a matter of public record.

If, in the event of a job action, the Association promptly and in good faith performs the obligations of this section, and providing that the Association has not otherwise authorized, permitted or encouraged any job action, the Association shall not be liable for any damages caused by the violation of this section. The County, however, shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any job action activity, and the County shall have the right to seek full legal redress including damages against an offending employee(s).

9.00 AGREEMENT

9.01 FULL AGREEMENT

The Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employee wages, hours, terms, and conditions of employment not covered by this Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as otherwise provided by herein, for the life of this Memorandum of Understanding neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of this Memorandum of Understanding.

9.02 ENACTMENT

This Memorandum of Understanding shall become effective when ratified by the Association and adopted by Plumas County Board of Supervisors Resolution. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent county rules, resolutions, or ordinances.

9.03 SAVING CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the patties shall enter in to negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or provisions.

9.04 TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the adoption of a Resolution by the Plumas County Board of Supervisors and shall remain in full force and effect to and including the thirty-first day of December 2026, and month to month thereafter.

Either party may notify the other within one hundred twenty (120) days prior to the expiration date of this agreement of their intention to open negotiations.

This Agreement will be effective from Date of Execution to December 31, 2026.

9.05 PER DIEM

The County will make a per diem reimbursement for County business travel which will be adjusted based on current IRS rates.

9.06 SIGNATURES

Ratified by the Association this ____ day of August 2025.

COUNTY OF PLUMAS CONFIDENTIAL ASSOCIATION

Kristina Rogers — 7/30/2025

Kristina Rogers, Negotiator — Date

Joshua Mizrahi — 07/30/2025

Joshua Mizrahi, Negotiator — Date

COUNTY OF PLUMAS

Joshua Brechtel — 7/30/2025

Joshua Brechtel, Plumas County Counsel/Chief Negotiator — Date

Confidential Employees Association

JOB CLASSIFICATION

ACCOUNTANT CONFIDENTIAL
ACCOUNTANT AUDITOR I
ACCOUNTANT AUDITOR II
ASSISTANT AUDITOR-CONTROLLER
ASSISTANT RISK MANAGER/OCCUPATIONAL SAFETY & HEALTH SPECIALIST
CHIEF DEPUTY AUDITOR
CLERK OF THE BOARD
DEPUTY CLERK OF THE BOARD
ASSISTANT COUNTY COUNSEL
DEPUTY COUNTY COUNSEL I
DEPUTY COUNTY COUNSEL II
DEPUTY COUNTY COUNSEL III
EXECUTIVE ASSISTANT
HR PAYROLL SPECIALIST I
HR PAYROLL SPECIALIST II
HUMAN RESOURCES ANALYST I
HUMAN RESOURCES ANALYST II
HUMAN RESOURCES TECH. I
HUMAN RESOURCES TECH. II
HUMAN RESOURCES TECH. III
LEAD FISCAL & TECHNICAL SERVICES ASSISTANT
MANAGEMENT ANALYST I
MANAGEMENT ANALYST II
NETWORK/EDR ADMINISTRATOR
OFFICE OF EMERGENCY SERVICES-OES MANAGER
PARALEGAL I
PARALEGAL II
PARALEGAL III
PAYROLL SPECIALIST I
PAYROLL SPECIALIST II
SAAS SYSTEMS ADMINISTRATOR
SYSTEMS ANALYST I
SYSTEMS ANALYST II

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sara James, Deputy County Counsel III/Interim Human Resources Director**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Human Resources and Regional Government Services (RGS) for a comprehensive salary study; effective August 5, 2025; not to exceed $154,000.00; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Human Resources and Regional Government Services (RGS) for a comprehensive salary study; effective August 5, 2025; not to exceed $154,000.00; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Scope of Services. Subject to the terms and conditions of this Agreement, RGS shall provide a comprehensive review of the salary structure of the Agency, which may require performing any or all of the functions described below. This work will be done remotely.
1. Identify market comparators and benchmark classifications to be included in the study.
2. Collect salary data for benchmark classes; make compensation recommendations for market and internal equities.
3. Identify career ladders and succession opportunities and recommend paths to remove classification or compensation barriers.
4. Provide a final report outlining the study's methodology, findings, and recommendations.
5. Present study results to the Board of Supervisors and other stakeholders, which is assumed will be conducted virtually. Should the Agency prefer, RGS can attend in person and travel time and expenses will be billed without markup.

Projects and activities may be modified at the request of the Agency. The Agency will only be invoiced for the actual hours worked.

The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at the Lead Advisor’s discretion. RGS team will:
• Be reasonably available to perform services during the normal work week.
• Meet as often as necessary for the purpose of consulting about the project/scope of work performed.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Human Resources and Regional Government Services (RGS) for a comprehensive salary study; effective August 5, 2025; not to exceed $154,000.00; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(General Fund Impact) as approved in (FY25/26) preliminary recommended budget

Attachments:

1. RGS Plumas County (Comp Study)

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

RGS REGIONAL GOVERNMENT SERVICES

RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- Expert Services: RGS serves exclusively public sector agencies with its team of public-sector experts.
- Innovation: RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- Customer Driven: RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- Perseverance: Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- Open Source Sharing: RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- Commitment: Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of the 7th day of July 2025, by and between the **COUNTY OF PLUMAS,** a municipal agency ("Agency"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

A. That Agency desires to engage RGS to render certain services to it;
B. That RGS is a consulting and administrative services provider and is qualified to provide such services to the Agency; and
C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. **Services**. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

1.1 **Standard of Performance**. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.

1.2 **Service Advisor**. To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.

1.3 **Reassignment of Personnel**. Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.

1.4 **Time**. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

Section 2. **Term of Agreement and Termination**.

2.1 Services shall commence on or about the Effective Date, and this Agreement is anticipated to remain in force to June 30, 2026, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a "not to exceed" amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to-month basis, RGS shall have the option, at its sole discretion, to terminate this Agreement on the ninety-first (91st) continuous day with no billable service hours. Should RGS elect to exercise this termination option, RGS shall provide Agency with written notice of the termination of the Agreement.

2.2 This Agreement may be terminated by either Party, with or without cause, upon 30 days' written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory and/or RGS has not resolved the performance issues to the satisfaction of the Agency, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of the Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. **Compensation**. Payment for services under this Agreement shall not exceed $154,000 and shall be as provided in the **Exhibits**.

Section 4. **Effective Date**. This Agreement shall become effective on the date first herein above written.

Section 5. **Relationship of Parties**.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS' services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee's Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, "third party" means another government agency, private company, or individual.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The RGS Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).

5.4 RGS employees may require access to Agency's computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)

5.5 Agency shall not have any right to discharge any employee of RGS from RGS employment.

5.6 The provisions of this Agreement are not intended to create, nor shall they in way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

5.7 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. **General Liability Coverage**. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than $1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than $2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

a. Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.

b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.

c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.

6.4.4 Subcontractors. RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.5 Variation. During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

6.4.6 Deductibles and Self-Insured Retentions. RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

6.4.7 Maintenance of Coverages. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

6.4.8 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

7.4 **Other Governmental Regulations**. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

7.5 **Licenses and Permits**. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their 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 to practice their respective professions.

7.6 **Nondiscrimination and Equal Opportunity**. RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

8.1 **Records Created as Part of RGS' Performance**. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.

8.2 **Confidential Information**. RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

8.3 **RGS Books and Records**. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 **Inspection and Audit of Records**. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. **Non-assignment**. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. **Amendments**. This Agreement may only be amended or modified by written Amendment signed by both Parties.

Section 11. **Validity**. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. **Disputes**. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. **Venue/Attorneys' Fees**. Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. **Mediation**. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. **Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

Section 16. **Entire Agreement**. This Agreement, including the **Exhibits**, comprises the entire Agreement.

Section 17. **Indemnification.**

17.1 **RGS' indemnity obligations**.
RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to reasonable attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

Training disclaimer
Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed $500,000.

17.2 **Agency's indemnity obligations**. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action,

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) ("Retirement Program"), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.

b. In the event that the Agency's Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency's employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.

c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency's Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Plumas County
520 Main Street, Room 309
Qunicy, CA 95971

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. In accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7, the Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____ **Agency**

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

DATED: _____

By: _____
Allen Hiskey, Plumas County Clerk of the Board

APPROVED AS TO FORM:

DATED: 7/10/2025 By: Joshua Brechtel
Joshua Brechtel, Counsel for County of Plumas

DATED: 7/10/2025 **Regional Government Services Authority**

By: Signed by: Sophia Selivanoff
Sophia Selivanoff, Executive Director

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

Exhibit A

Compensation.

1. **Fees**. Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

   RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree that adjustments to the hourly bill rate shown below for "RGS Staff" will be adjusted annually, effective July 1st. The adjustment will be based on the percentage change in the Consumer Price Index CPI (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI"), for the twelve months ending in December of the prior year. Irrespective of the movement of the CPI, RGS will not decrease its hourly rates. and any increase will be capped at 5%. However, if no rate increase had applied in the previous year, this cap will not apply, and RGS will adjust rates by the full percentage change in the CPI for the prior twelve months.

2. **Reimbursement of RGS' Direct Costs**. Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and will be invoiced to the Agency when received and without mark-up. Consultant travel is charged at the regular hourly rate and not included in the total cost. Mileage reimbursement will be charged separately at the IRS reimbursement rate. These external costs will be due upon receipt.

3. **Terms of Payment**. RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

   Payment Process/Address. RGS prefers invoices be paid electronically.
   RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

   However, should you have questions or need other payment options, please contact:

   Lindsay Rice, RGSA Accounting Manager
   (650) 587-7300X12 | lrice@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Allen Hiskey, County Clerk	Allenhiskey@countyofplumas.com

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Allen Hiskey, County Clerk	Allenhiskey@countyofplumas.com

RGS STAFF RATES

TITLE	HOURLY RATE*
Strategic Services Consultant	$191
Senior Advisor	$161
Advisor	$137
Technical Specialist	$121
Administrative Specialist	$108

**NOTE: The Hourly Rate excludes external costs, which are invoiced separately without markup. Advisor travel time to and from the service location is billed at the regular hourly rate, and mileage reimbursement is charged separately at the IRS rate. All external costs, including advisor travel time, will fall outside of the not-to-exceed (if established) for services provided*

Docusign Envelope ID: C9D4E622-EC17-4B45-B775-E37B09B9C14F

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, RGS shall provide a comprehensive review of the salary structure of the Agency, which may require performing any or all of the functions described below. This work will be done remotely.

1. Identify market comparators and benchmark classifications to be included in the study.
2. Collect salary data for benchmark classes; make compensation recommendations for market and internal equities.
3. Identify career ladders and succession opportunities and recommend paths to remove classification or compensation barriers.
4. Provide a final report outlining the study's methodology, findings, and recommendations.
5. Present study results to the Board of Supervisors and other stakeholders, which is assumed will be conducted virtually. Should the Agency prefer, RGS can attend in person and travel time and expenses will be billed without markup.

Projects and activities may be modified at the request of the Agency. The Agency will only be invoiced for the actual hours worked.

The RGS team assigned will be led by a Lead Advisor, who will both perform work and direct projects to other RGS staff as needed. RGS staff, with equal or lower bill rates, will be assigned to projects or tasks at the Lead Advisor's discretion. RGS team will:

- Be reasonably available to perform services during the normal work week.
- Meet as often as necessary for the purpose of consulting about the project/scope of work performed.

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cyndi Tweedle, Human Resources Analyst II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Adopt RESOLUTION approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
Adopt this Resolution to approve new job classification wage ranges for the OE3 General Unit (Resolution No. 2025-9040). These wage increases have General Fund impact.

Background and Discussion:
Plumas County's pay schedule has been updated to reflect new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedule.

Action:

Adopt **RESOLUTION** approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund impact

Attachments:
1. 6207 FINAL for 08-05-2025

RESOLUTION NO. 2025- _____

RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE

WHEREAS, Plumas County (County) is contracted with CalPERS and therefore it is the County's responsibility to comply with all terms and conditions set forth in the County's contract with CalPERS and to ensure all reportable information is compliant with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR), and

WHEREAS, Plumas County is aware that publicly available Pay Schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits, and

WHEREAS, Subdivision (a) of CCR section 570.5 defines the requirements for a publicly available Pay Schedule used to determine pay rates and the proposed Pay Schedule meets those requirements, and

WHEREAS, this Pay Schedule reflects new job classification wage ranges for the OE3 General Unit outlined in the Memorandum of Understanding approved by the Board of Supervisors on July 8, 2025, per Resolution 2025-9040. The updated wages are effective July 13, 2025, and have General Fund impact, and

WHEREAS, Human Resources is requesting the adoption of the revised Pay Schedule for Fiscal Year 2025/2026.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve this Resolution to adopt Plumas County's revised Pay Schedule attached as Exhibit A.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of August 2025 by the following vote:

AYES:
NOES:
ABSENT:

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

CONFIDENTIAL EMPLOYEE UNIT

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ACCOUNTANT	$21.17	$22.23	$23.35	$24.52	$25.75	$27.05	$28.41	$29.83	$31.33	$32.90
ACCOUNTANT AUDITOR 1	$23.93	$25.13	$26.39	$27.72	$29.11	$30.56	$32.09	$33.71	$35.38	$37.17
ACCOUNTANT AUDITOR 2	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.36	$37.13	$39.01	$40.95
ASSISTANT AUDITOR/CONTROLLER	$30.51	$32.03	$33.64	$35.33	$37.10	$38.98	$40.92	$42.97	$45.12	$47.38
ASST RISK MGR/OCC SAFETY & HEALTH SPEC	$28.55	$29.98	$31.47	$33.05	$34.72	$36.45	$38.28	$40.21	$42.20	$44.32
CHIEF DEPUTY AUDITOR	$29.10	$30.55	$32.08	$33.70	$35.37	$37.16	$39.03	$40.97	$43.04	$45.20
CLERK OF THE BOARD	$28.03	$29.44	$30.91	$32.45	$34.07	$35.78	$37.57	$39.45	$41.42	$43.50
DEPUTY COUNTY COUNSEL 1	$38.24	$40.15	$42.17	$44.29	$46.50	$48.82	$51.27	$53.83	$56.52	$59.35
DEPUTY COUNTY COUNSEL 2	$42.63	$44.76	$47.00	$49.35	$51.82	$54.41	$57.13	$59.99	$62.99	$66.13
DEPUTY COUNTY COUNSEL 3	$47.95	$50.35	$52.87	$55.51	$58.29	$61.20	$64.27	$67.48	$70.85	$74.39
FISCAL SUPPORT COORDINATOR	$19.94	$20.95	$21.99	$23.10	$24.27	$25.48	$26.76	$28.12	$29.53	$31.00
HELP DESK SPECIALIST	$21.82	$22.92	$24.07	$25.28	$26.55	$27.88	$29.28	$30.75	$32.29	$33.91
HR PAYROLL SPECIALIST 1	$23.08	$24.24	$25.47	$26.74	$28.09	$29.50	$30.96	$32.53	$34.16	$35.88
HR PAYROLL SPECIALIST 2	$25.45	$26.73	$28.08	$29.49	$30.95	$32.52	$34.15	$35.87	$37.66	$39.56
HUMAN RESOURCES ANALYST 1	$23.92	$25.12	$26.38	$27.71	$29.10	$30.55	$32.08	$33.70	$35.37	$37.16
HUMAN RESOURCES ANALYST 2	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.36	$37.13	$39.01	$40.95
HUMAN RESOURCES TECHNICIAN 1	$18.54	$19.47	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79
HUMAN RESOURCES TECHNICIAN 2	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79	$30.25	$31.77
HUMAN RESOURCES TECHNICIAN 3	$21.69	$22.77	$23.91	$25.11	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69
LEAD FISCAL & TECH SERV ASST	$17.68	$18.57	$19.50	$20.48	$21.52	$22.59	$23.72	$24.91	$26.16	$27.48
MANAGEMENT ANALYST 1	$23.92	$25.12	$26.38	$27.71	$29.10	$30.55	$32.08	$33.70	$35.37	$37.16
MANAGEMENT ANALYST 2	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.36	$37.13	$39.01	$40.95
NETWORK/EDR ADMINISTRATOR	$29.31	$30.79	$32.33	$33.96	$35.66	$37.45	$39.33	$41.29	$43.35	$45.52
OFFICE OF EMERGENCY SERVICES-OES MGR.	$29.15	$30.61	$32.14	$33.75	$35.45	$37.23	$39.09	$41.04	$43.10	$45.26
PARALEGAL 1	$23.08	$24.24	$25.47	$26.74	$28.09	$29.50	$30.96	$32.53	$34.16	$35.88
PARALEGAL 2	$25.45	$26.73	$28.08	$29.49	$30.95	$32.52	$34.15	$35.87	$37.66	$39.56
PARALEGAL 3	$29.17	$30.64	$32.17	$33.79	$35.49	$37.27	$39.14	$41.11	$43.16	$45.33
PAYROLL SPECIALIST 1	$23.08	$24.24	$25.47	$26.74	$28.09	$29.50	$30.96	$32.53	$34.16	$35.88
PAYROLL SPECIALIST 2	$25.45	$26.73	$28.08	$29.49	$30.95	$32.52	$34.15	$35.87	$37.66	$39.56
SAAS SYSTEMS ADMINISTRATOR	$31.57	$33.15	$34.81	$36.56	$38.39	$40.31	$42.33	$44.45	$46.67	$49.00
SYSTEMS ANALYST 1	$27.72	$29.11	$30.56	$32.09	$33.71	$35.38	$37.17	$39.05	$40.99	$43.06
SYSTEMS ANALYST 2	$30.51	$32.03	$33.64	$35.33	$37.10	$38.98	$40.92	$42.97	$45.12	$47.38

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

CONTRACT EMPLOYEES

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
AIRPORT MANAGER	$22.03	$23.14	$24.29	$25.51	$26.78	$28.12	$29.53	$31.00	$32.55	$34.18
ASSISTANT COUNTY COUNSEL	$55.44	$58.21	$61.12	$64.18	$67.39	$70.76	$74.29	$78.01	$81.91	$86.01
BH DEPUTY DIRECTOR	$45.00	$47.25	$49.62	$52.11	$54.72	$57.46	$60.34	$63.36	$66.53	$69.86
DISASTER RECOVERY COORDINATOR	$35.00	$36.77	$38.60	$40.54	$42.57	$44.70	$46.93	$49.28	$51.74	$54.33
GRANT MANAGER	$35.00	$36.77	$38.60	$40.54	$42.57	$44.70	$46.93	$49.28	$51.74	$54.33

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

DEPARTMENT HEADS

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
AG COMM/SEALER OF WTS & MEAS	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26	$64.32	$67.54	$70.92	$74.46
ALCOHOL & DRUG ADMINISTRATOR	$36.06	$37.87	$39.77	$41.76	$43.85	$46.05	$48.36	$50.78	$53.32	$55.99
BEHAVIORAL HEALTH DIRECTOR	$58.00	$60.90	$63.95	$67.14	$70.50	$74.02	$77.73	$81.61	$85.69	$89.98
CHIEF PROBATION OFFICER	$45.00	$47.25	$49.61	$52.09	$54.70	$57.43	$60.30	$63.32	$66.49	$69.81
COUNTY ADMINISTRATIVE OFFICER	$75.00	$78.75	$82.69	$86.82	$91.16	$95.72	$100.51	$105.53	$110.81	$116.35
COUNTY COUNSEL	$70.71	$74.25	$77.96	$81.86	$85.95	$90.25	$94.76	$99.50	$104.47	$109.69
COUNTY FAIR MANAGER	$42.00	$44.10	$46.31	$48.62	$51.05	$53.60	$56.28	$59.10	$62.05	$65.16
COUNTY LIBRARIAN	$38.00	$39.90	$41.90	$43.99	$46.19	$48.50	$50.92	$53.47	$56.14	$58.95
DIRECTOR OF BUILDING SERVICES	$47.00	$49.35	$51.82	$54.41	$57.13	$59.99	$62.98	$66.13	$69.44	$72.91
DIRECTOR OF CHILD SUPPORT SVCS	$42.00	$44.10	$46.31	$48.62	$51.05	$53.60	$56.28	$59.10	$62.05	$65.16
DIRECTOR OF FACILITY SERVICES	$40.00	$42.00	$44.10	$46.31	$48.62	$51.05	$53.60	$56.28	$59.10	$62.05
DIRECTOR OF INFO TECHNOLOGIES	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26	$64.32	$67.54	$70.92	$74.46
DIRECTOR OF PUBLIC HEALTH	$58.00	$60.90	$63.95	$67.14	$70.50	$74.02	$77.73	$81.61	$85.69	$89.98
DIRECTOR OF PUBLIC WORKS	$55.00	$57.75	$60.64	$63.67	$66.85	$70.20	$73.71	$77.39	$81.26	$85.32
DIRECTOR OF RISK MANAGEMENT AND SAFETY	$45.00	$47.25	$49.61	$52.09	$54.70	$57.43	$60.30	$63.32	$66.49	$69.81
ENVIRONMENTAL HEALTH DIRECTOR	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26	$64.32	$67.54	$70.92	$74.46
HUMAN RESOURCES DIRECTOR	$50.00	$52.50	$55.13	$57.88	$60.78	$63.81	$67.00	$70.36	$73.87	$77.57
MUSEUM DIRECTOR	$30.00	$31.50	$33.08	$34.73	$36.47	$38.29	$40.20	$42.21	$44.32	$46.54
PLANNING DIRECTOR	$55.38	$58.15	$61.06	$64.11	$67.31	$70.68	$74.21	$77.93	$81.82	$85.91
SOCIAL SERV DIR/PUB GUARD/PC	$50.00	$52.50	$55.13	$57.88	$60.78	$63.81	$67.00	$70.36	$73.87	$77.57

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

ELECTED OFFICALS

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ASSESSOR	$47.31	$0.00	$0.00	$0.00	$0.00	$49.68	$52.16	$54.77	$57.51	$60.38
AUDITOR/CONTROLLER	$48.84	$0.00	$0.00	$0.00	$0.00	$51.29	$53.85	$56.55	$59.37	$62.36
BOARD OF SUPERVISORS-CPI 2014	$22.08	$0.00	$0.00	$0.00	$0.00	$23.19	$24.35	$25.56	$26.84	$28.19
BOARD OF SUPERVISORS-CPI 2018	$24.29	$0.00	$0.00	$0.00	$0.00	$25.51	$26.78	$28.12	$29.53	$31.00
BOARD OF SUPERVISORS-NON PERS-CPI 2022	$30.36	$0.00	$0.00	$0.00	$0.00	$31.87	$33.47	$35.14	$36.90	$38.74
BOARD OF SUPERVISORS-PERSABLE-CPI 2022	$28.38	$0.00	$0.00	$0.00	$0.00	$29.80	$31.29	$32.85	$34.50	$36.22
BOARD OF SUPERVISORS-NON PERS-CPI 2023	$31.62	$0.00	$0.00	$0.00	$0.00	$33.20	$34.86	$36.60	$38.43	$40.35
BOARD OF SUPERVISORS-PERSABLE-CPI 2023	$29.56	$0.00	$0.00	$0.00	$0.00	$31.04	$32.59	$34.22	$35.93	$37.73
BOARD OF SUPERVISORS-NON PERS-CPI 2024	$32.83	$0.00	$0.00	$0.00	$0.00	$34.48	$36.20	$38.01	$39.91	$41.90
BOARD OF SUPERVISORS-PERSABLE-CPI 2024	$30.70	$0.00	$0.00	$0.00	$0.00	$32.23	$33.84	$35.53	$37.31	$39.18
BOARD OF SUPERVISORS-NON PERS-CPI 2025	$33.73	$0.00	$0.00	$0.00	$0.00	$35.41	$37.18	$39.04	$40.99	$43.04
BOARD OF SUPERVISORS-PERSABLE-CPI 2025	$31.53	$0.00	$0.00	$0.00	$0.00	$33.11	$34.76	$36.50	$38.32	$40.24
CLERK-RECORDER **	$47.31	$0.00	$0.00	$0.00	$0.00	$49.68	$52.16	$54.77	$57.51	$60.38
DISTRICT ATTORNEY	$86.84	$0.00	$0.00	$0.00	$0.00	$91.18	$95.74	$100.52	$105.54	$110.84
SHERIFF/CORONER	$60.23	$0.00	$0.00	$0.00	$0.00	$63.25	$66.41	$69.73	$73.20	$76.87
TREASURER/TAX COLLECTOR **	$47.31	$0.00	$0.00	$0.00	$0.00	$49.68	$52.16	$54.77	$57.51	$60.38

**** Stipends adopted by Ordinance #07-1059 on 09/02/2007, revised as of 06/29/2025 per Ordinance #22-1142 adopted 03/01/2022**

CLERK-RECORDER	$4.38	$0.00	$0.00	$0.00	$0.00	$4.60	$4.83	$5.07	$5.33	$5.59
TREASURER/TAX COLLECTOR	$5.30	$0.00	$0.00	$0.00	$0.00	$5.57	$5.85	$6.14	$6.45	$6.77

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

OE3 PUBLIC WORKS

	HOURLY RATE											
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**	**L6**	**L7**
ASSISTANT ENGINEER	$31.94	$33.54	$35.21	$36.98	$38.84	$40.79	$42.83	$44.99	$47.23	$49.60	$52.09	$54.70
ASSOCIATE ENGINEER	$32.49	$34.10	$35.82	$37.62	$39.50	$41.48	$43.56	$45.76	$48.04	$50.46	$52.98	$55.63
ENGINEERING AIDE	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
ENGINEERING TECHNICIAN 1	$22.44	$23.57	$24.77	$26.00	$27.31	$28.68	$30.13	$31.63	$33.22	$34.89	$36.64	$38.47
ENGINEERING TECHNICIAN 2	$24.26	$25.46	$26.76	$28.11	$29.51	$30.99	$32.55	$34.18	$35.89	$37.71	$39.60	$41.58
EQUIPMENT SERVICE WORKER	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 1	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 2	$19.44	$20.41	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.26
FISCAL/TECHNICAL SERVICES ASSISTANT 3	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.27	$34.94	$36.68
LEAD POWER EQUIPMENT MECHANIC	$25.22	$26.50	$27.84	$29.23	$30.71	$32.23	$33.86	$35.57	$37.35	$39.23	$41.19	$43.25
MANAGEMENT ANALYST 1	$24.31	$25.51	$26.81	$28.14	$29.55	$31.03	$32.60	$34.22	$35.94	$37.74	$39.63	$41.61
MANAGEMENT ANALYST 2	$27.03	$28.38	$29.80	$31.29	$32.85	$34.52	$36.25	$38.06	$39.96	$41.96	$44.06	$46.27
MECHANIC/SHOP TECHNICIAN	$22.86	$24.01	$25.21	$26.49	$27.82	$29.21	$30.70	$32.22	$33.84	$35.54	$37.31	$39.18
POWER EQUIPMENT MECHANIC 1	$21.15	$22.21	$23.33	$24.50	$25.73	$27.03	$28.39	$29.81	$31.31	$32.87	$34.52	$36.24
POWER EQUIPMENT MECHANIC 2	$22.86	$24.01	$25.21	$26.49	$27.82	$29.21	$30.70	$32.22	$33.84	$35.54	$37.31	$39.18
PRINCIPAL TRANSPORTATION PLANNER	$37.61	$39.49	$41.47	$43.55	$45.75	$48.03	$50.45	$52.97	$55.63	$58.41	$61.32	$64.39
PUBLIC WORKS MAINTENANCE LEADWORKER	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.27	$34.92	$36.67	$38.51
PUBLIC WORKS MAINTENANCE WORKER 1	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
PUBLIC WORKS MAINTENANCE WORKER 2	$19.44	$20.41	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.26
PUBLIC WORKS MAINTENANCE WORKER 3	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.27	$34.94	$36.68
PUBLIC WORKS SENIOR ENV. PLANNER	$32.49	$34.10	$35.82	$37.62	$39.50	$41.48	$43.56	$45.76	$48.04	$50.46	$52.98	$55.63
SENIOR ENGINEERING TECHNICIAN	$26.73	$28.06	$29.49	$30.96	$32.51	$34.13	$35.86	$37.65	$39.54	$41.51	$43.59	$45.77
SOLID WASTE PROGRAM MANAGER	$29.48	$30.95	$32.50	$34.12	$35.83	$37.62	$39.50	$41.48	$43.56	$45.75	$48.03	$50.44
TRANSPORTATION PLANNER	$31.94	$33.54	$35.21	$36.98	$38.84	$40.79	$42.83	$44.99	$47.23	$49.60	$52.09	$54.70
WELDER	$22.20	$23.32	$24.48	$25.71	$27.02	$28.38	$29.79	$31.30	$32.86	$34.53	$36.25	$38.07

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

OE3 PUBLIC WORKS MID-MGMT

	HOURLY RATE											
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**	**L6**	**L7**
ASSISTANT DIRECTOR OF PUBLIC WORKS	$39.48	$41.46	$43.54	$45.74	$48.02	$50.44	$52.96	$55.62	$58.38	$61.32	$64.39	$67.61
DEPUTY DIRECTOR OF PUBLIC WORKS	$39.48	$41.46	$43.54	$45.74	$48.02	$50.44	$52.96	$55.62	$58.38	$61.32	$64.39	$67.61
EQUIPMENT MAINTENANCE SUPERVISOR	$29.48	$30.95	$32.50	$34.12	$35.83	$37.62	$39.50	$41.48	$43.56	$45.75	$48.03	$50.44
PUBLIC WORKS ADMIN SERVICES OFFICER	$38.48	$40.40	$42.42	$44.55	$46.79	$49.13	$51.59	$54.18	$56.91	$59.76	$62.75	$65.89
PW FISCAL OFFICER/ADMIN SERVICES MANAGER	$33.92	$35.63	$37.42	$39.29	$41.27	$43.34	$45.52	$47.79	$50.18	$52.70	$55.34	$58.11
PW ROAD MAINTENANCE SUPERVISOR	$26.05	$27.36	$28.72	$30.18	$31.70	$33.28	$34.96	$36.71	$38.56	$40.48	$42.50	$44.64

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

OE3 GENERAL

	HOURLY RATE											
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**	**L6**	**L7**
4-H REPRESENTATIVE	$20.59	$21.62	$22.69	$23.85	$25.04	$26.30	$27.63	$29.01	$30.47	$31.99	$33.59	$35.27
ACCOUNTANT	$21.65	$22.75	$23.89	$25.08	$26.36	$27.68	$29.07	$30.53	$32.05	$33.66	$35.34	$37.11
ACCOUNTING TECHNICIAN	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63	$36.36
ADMINISTRATIVE ASSISTANT 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
ADMINISTRATIVE ASSISTANT 2	$19.93	$20.92	$21.97	$23.07	$24.23	$25.44	$26.73	$28.07	$29.49	$30.95	$32.50	$34.12
AG & STANDARDS INSPECTOR 1	$24.27	$25.48	$26.76	$28.11	$29.51	$30.99	$32.54	$34.19	$35.89	$37.70	$39.59	$41.56
AG & STANDARDS INSPECTOR 2	$28.22	$29.65	$31.12	$32.67	$34.32	$36.04	$37.85	$39.75	$41.75	$43.84	$46.03	$48.33
AG & STANDARDS INSPECTOR 3	$31.13	$32.69	$34.34	$36.06	$37.86	$39.77	$41.76	$43.86	$46.05	$48.36	$50.78	$53.32
AG & STANDARDS TECHNICIAN 1	$18.74	$19.69	$20.68	$21.73	$22.83	$23.96	$25.16	$26.42	$27.75	$29.14	$30.60	$32.13
AG & STANDARDS TECHNICIAN 2	$20.57	$21.59	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97	$33.57	$35.25
AG & STANDARDS TECHNICIAN 3	$22.35	$23.47	$24.66	$25.89	$27.20	$28.57	$30.00	$31.50	$33.08	$34.75	$36.49	$38.31
AG & STANDARDS MANAGEMENT ANALYST 1	$25.12	$26.39	$27.72	$29.11	$30.56	$32.09	$33.70	$35.39	$37.17	$39.04	$40.99	$43.04
AG & STANDARDS MANAGEMENT ANALYST 2	$27.94	$29.34	$30.81	$32.36	$33.98	$35.70	$37.48	$39.36	$41.33	$43.40	$45.57	$47.85
ALCOHOL & DRUG PREV COORD	$21.81	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37
ALCOHOL & DRUG THERAPIST 1	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25	$45.41
ALCOHOL & DRUG THERAPIST 2	$29.23	$30.70	$32.23	$33.86	$35.55	$37.33	$39.20	$41.17	$43.23	$45.41	$47.67	$50.06
ALTERNATIVE SENTENCING COORD	$22.83	$23.96	$25.16	$26.42	$27.75	$29.14	$30.61	$32.13	$33.76	$35.44	$37.21	$39.07
ANIMAL CONTROL OFFICER 1	$21.29	$22.34	$23.46	$24.64	$25.86	$27.16	$28.52	$29.94	$31.44	$33.01	$34.66	$36.39
ANIMAL CONTROL OFFICER 2	$24.64	$25.86	$27.16	$28.52	$29.94	$31.44	$33.01	$34.66	$36.39	$38.23	$40.14	$42.15
ANIMAL SHELTER ATTENDANT	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
APPRAISAL ASSISTANT	$20.68	$21.73	$22.83	$23.96	$25.16	$26.42	$27.75	$29.14	$30.61	$32.13	$33.74	$35.42
APPRAISER 1	$21.81	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37
APPRAISER 2	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37	$39.24	$41.21
APPRAISER 3	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25	$45.41
ASSISTANT COOK	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
ASSISTANT MUSEUM DIRECTOR	$19.22	$20.17	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96
ASSISTANT PLANNER	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37	$39.24
ASSOCIATE PLANNER	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
AUDITOR ACCOUNTING CLERK 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
AUDITOR ACCOUNTING CLERK 2	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68	$34.31
AUDITOR ACCOUNTING TECH 1	$21.97	$23.07	$24.23	$25.44	$26.73	$28.07	$29.49	$30.95	$32.53	$34.16	$35.87	$37.66
AUDITOR/APPRAISER 1	$20.68	$21.73	$22.83	$23.96	$25.16	$26.42	$27.75	$29.14	$30.61	$32.13	$33.74	$35.42
AUDITOR/APPRAISER 2	$22.36	$23.50	$24.67	$25.91	$27.20	$28.58	$30.00	$31.50	$33.09	$34.75	$36.49	$38.31
AUDITOR/APPRAISER 3	$24.66	$25.89	$27.19	$28.57	$29.99	$31.49	$33.08	$34.74	$36.48	$38.30	$40.22	$42.23
BH ADMINISTRATIVE ASSISTANT 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
BH ADMINISTRATIVE ASSISTANT 2	$19.93	$20.92	$21.97	$23.07	$24.23	$25.44	$26.73	$28.07	$29.49	$30.95	$32.50	$34.12

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
BH CASE MGMT SPECIALIST 1	$24.37	$25.61	$26.87	$28.23	$29.65	$31.13	$32.69	$34.34	$36.06	$37.87	$39.76	$41.75
BH CASE MGMT SPECIALIST 2	$26.86	$28.22	$29.62	$31.12	$32.68	$34.33	$36.04	$37.86	$39.77	$41.75	$43.84	$46.03
BH CASE MGMT SPECIALIST SR	$29.36	$30.86	$32.40	$34.01	$35.73	$37.51	$39.39	$41.37	$43.45	$45.62	$47.90	$50.30
BH CLINICAL RECORDS SPECIALIST	$21.24	$22.32	$23.44	$24.61	$25.85	$27.15	$28.51	$29.93	$31.44	$33.01	$34.66	$36.39
BH QUALITY ASSURANCE COORD	$32.49	$34.10	$35.82	$37.62	$39.50	$41.48	$43.56	$45.76	$48.04	$50.46	$52.98	$55.63
BH SITE COORDINATOR	$22.55	$23.69	$24.87	$26.13	$27.42	$28.81	$30.26	$31.76	$33.37	$35.04	$36.79	$38.63
BH SUBSTANCE USE DISORDER COUNSELOR I	$28.26	$29.68	$31.16	$32.73	$34.36	$36.09	$37.91	$39.81	$41.80	$43.89	$46.08	$48.39
BH SUBSTANCE USE DISORDER COUNSELOR II	$31.41	$32.98	$34.62	$36.36	$38.19	$40.10	$42.11	$44.23	$46.42	$48.75	$51.19	$53.75
BH SUPERVISING SITE COORD	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
BH SUPPORT SERVICES COORD	$20.17	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96	$34.61
BH SUPPORTIVE SERVICES TECH 1	$18.99	$19.93	$20.92	$21.97	$23.07	$24.23	$25.44	$26.73	$28.07	$29.49	$30.95	$32.50
BH SUPPORTIVE SERVICES TECH 2	$19.93	$20.92	$21.97	$23.07	$24.23	$25.44	$26.73	$28.07	$29.49	$30.95	$32.50	$34.12
BH SYSTEMS ANALYST	$31.24	$32.82	$34.45	$36.19	$38.02	$39.92	$41.92	$44.02	$46.23	$48.55	$50.98	$53.53
BH THERAPIST 1	$30.39	$31.91	$33.51	$35.20	$36.95	$38.81	$40.76	$42.80	$44.95	$47.21	$49.57	$52.05
BH THERAPIST 2	$33.48	$35.18	$36.92	$38.79	$40.73	$42.77	$44.92	$47.18	$49.54	$52.03	$54.63	$57.36
BH THERAPIST SENIOR	$36.97	$38.83	$40.78	$42.82	$44.97	$47.23	$49.60	$52.09	$54.68	$57.43	$60.30	$63.32
BLDG & GRNDS MAINT TECHNICIAN	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97	$33.57	$35.25	$37.01	$38.86	$40.80
BLDG & GRNDS MAINT WORKER 1	$18.66	$19.59	$20.57	$21.59	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97
BLDG & GRNDS MAINT WORKER 2	$19.59	$20.57	$21.59	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97	$33.57
BLDG & GRNDS MAINT WORKER 3	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97	$33.57	$35.25	$37.01	$38.86
BOOKMOBILE LIBRARY ASSISTANT	$19.28	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98
BRANCH LIBRARY ASSISTANT 1	$19.28	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98
BRANCH LIBRARY ASSISTANT 2	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63
BUILDING INSPECTOR 1	$23.49	$24.66	$25.91	$27.21	$28.58	$30.03	$31.53	$33.10	$34.76	$36.51	$38.34	$40.25
BUILDING INSPECTOR 2	$27.18	$28.56	$29.98	$31.48	$33.07	$34.73	$36.47	$38.29	$40.22	$42.23	$44.34	$46.56
BUILDING PLANCHECK INSPECTOR	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65	$50.03
BUILDING PLANS EXAMINER 1	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
BUILDING PLANS EXAMINER 2	$30.69	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.04	$52.55
CADASTRAL DRAFTING SPECIALST	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25	$45.41
CHILD SUPPORT ACCOUNTING SPEC	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37	$39.24
CHILD SUPPORT ASSISTANT I	$18.54	$19.47	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79	$30.25	$31.77
CHILD SUPPORT ASSISTANT II	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79	$30.25	$31.77	$33.36	$35.03
CHILD SUPPORT ASSISTANT III	$21.42	$22.50	$23.63	$24.80	$26.06	$27.37	$28.74	$30.18	$31.69	$33.28	$34.94	$36.69
CHILD SUPPORT LEGAL CLERK I	$19.20	$20.15	$21.16	$22.21	$23.33	$24.50	$25.72	$27.01	$28.36	$29.77	$31.26	$32.82
CHILD SUPPORT LEGAL CLERK II	$21.10	$22.14	$23.28	$24.43	$25.66	$26.94	$28.30	$29.71	$31.20	$32.76	$34.40	$36.12
CHILD SUPPORT LEGAL CLERK III	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63	$36.36	$38.18
CHILD SUPPORT SPECIALIST 1	$21.48	$22.55	$23.69	$24.87	$26.13	$27.42	$28.81	$30.26	$31.76	$33.37	$35.04	$36.79
CHILD SUPPORT SPECIALIST 2	$23.11	$24.27	$25.48	$26.76	$28.11	$29.51	$30.99	$32.54	$34.19	$35.89	$37.68	$39.57
CHILD SUPPORT SPECIALIST 3	$25.06	$26.30	$27.62	$29.00	$30.46	$31.98	$33.58	$35.26	$37.02	$38.87	$40.81	$42.85
CODE ENFORCEMENT OFFICER	$29.50	$30.98	$32.53	$34.16	$35.88	$37.69	$39.57	$41.55	$43.62	$45.82	$48.11	$50.52
COLLECTIONS OFFICER 1	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37	$39.24
COLLECTIONS OFFICER 2	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
COMMUNITY OUTREACH COORDINATOR	$21.81	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37
CUSTODIAN	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
DA INVESTIGATIONS SPECIALIST	$29.35	$30.84	$32.38	$34.00	$35.72	$37.50	$39.38	$41.36	$43.44	$45.61	$47.89	$50.29
DA INVESTIGATIVE ASSISTANT	$23.52	$24.70	$25.93	$27.23	$28.60	$30.05	$31.55	$33.14	$34.79	$36.53	$38.36	$40.27
DEPUTY CHILD SUP ATTORNEY 1	$31.43	$33.00	$34.64	$36.39	$38.23	$40.15	$42.16	$44.28	$46.49	$48.82	$51.26	$53.82
DEPUTY CHILD SUP ATTORNEY 2	$34.67	$36.41	$38.25	$40.17	$42.19	$44.30	$46.51	$48.84	$51.29	$53.87	$56.56	$59.39

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
DEPUTY CLERK-RECORDER 1	$18.92	$19.88	$20.88	$21.93	$23.05	$24.21	$25.43	$26.70	$28.04	$29.45	$30.92	$32.47
DEPUTY CLERK-RECORDER 2	$21.79	$22.88	$24.04	$25.23	$26.49	$27.83	$29.22	$30.70	$32.22	$33.85	$35.54	$37.32
DEPUTY DISTRICT ATTORNEY 1	$41.02	$43.08	$45.23	$47.49	$49.86	$52.35	$54.97	$57.72	$60.61	$63.64	$66.82	$70.16
DEPUTY DISTRICT ATTORNEY 2	$45.66	$47.95	$50.34	$52.86	$55.51	$58.28	$61.19	$64.25	$67.46	$70.84	$74.38	$78.10
DEPUTY DISTRICT ATTORNEY 3	$50.84	$53.38	$56.05	$58.85	$61.80	$64.89	$68.13	$71.53	$75.12	$78.87	$82.81	$86.95
DEPUTY PUB GUARD/CONSERVATOR 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
DEPUTY PUB GUARD/CONSERVATOR 2	$19.93	$20.92	$21.97	$23.07	$24.23	$25.44	$26.73	$28.07	$29.49	$30.95	$32.50	$34.12
DISTRICT ATTORNEY INVESTIGATOR	$27.19	$28.56	$29.99	$31.49	$33.07	$34.74	$36.48	$38.30	$40.23	$42.24	$44.35	$46.57
DRINKING DRIVER COORDINATOR	$21.81	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37
DRIVER 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
DRIVER 2	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68
DRIVER 3	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68	$34.31
ELECTIONS COORDINATOR	$28.78	$30.24	$31.74	$33.35	$35.02	$36.78	$38.64	$40.58	$42.61	$44.76	$47.00	$49.35
ELECTIONS SERVICES ASSISTANT 1	$18.92	$19.88	$20.88	$21.93	$23.05	$24.21	$25.43	$26.70	$28.04	$29.45	$30.92	$32.47
ELECTIONS SERVICES ASSISTANT 2	$21.79	$22.88	$24.04	$25.23	$26.49	$27.83	$29.22	$30.70	$32.22	$33.85	$35.54	$37.32
ELECTIONS SPECIALIST	$25.23	$26.49	$27.83	$29.22	$30.70	$32.22	$33.85	$35.54	$37.32	$39.19	$41.15	$43.21
ELIGIBILITY SPECIALIST 1	$18.66	$19.59	$20.57	$21.59	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97
ELIGIBILITY SPECIALIST 2	$20.57	$21.59	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97	$33.57	$35.25
ELIGIBILITY SPECIALIST 3	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97	$33.57	$35.25	$37.01	$38.86
EMPLOYMENT & TRAINING WORKER 1	$21.12	$22.17	$23.30	$24.45	$25.69	$26.96	$28.33	$29.73	$31.23	$32.80	$34.44	$36.16
EMPLOYMENT & TRAINING WORKER 2	$23.28	$24.43	$25.66	$26.94	$28.30	$29.71	$31.21	$32.78	$34.41	$36.15	$37.96	$39.86
EMPLOYMENT & TRAINING WORKER 3	$25.65	$26.93	$28.29	$29.70	$31.20	$32.77	$34.40	$36.14	$37.94	$39.84	$41.83	$43.92
ENVIRONMENTAL HEALTH AIDE	$20.17	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96	$34.61
ENVIRONMENTAL HEALTH SPEC 1	$28.36	$29.78	$31.27	$32.86	$34.49	$36.22	$38.05	$39.96	$41.95	$44.06	$46.26	$48.58
ENVIRONMENTAL HEALTH SPEC 2	$31.28	$32.87	$34.51	$36.23	$38.06	$39.97	$41.97	$44.07	$46.28	$48.60	$51.03	$53.58
ENVIRONMENTAL HEALTH SPEC 3	$34.42	$36.16	$37.96	$39.88	$41.87	$43.97	$46.19	$48.50	$50.93	$53.47	$56.14	$58.95
ENVIRONMENTAL HEALTH TECH 1	$20.17	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96	$34.61
ENVIRONMENTAL HEALTH TECH 2	$21.81	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37
EPIDEMIOLOGIST	$40.81	$42.86	$45.00	$47.25	$49.60	$52.09	$54.68	$57.43	$60.30	$63.33	$66.50	$69.82
EXECUTIVE ASSISTANT-PLANNING	$19.22	$20.17	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96
FAIR FISCAL COORDINATOR 1	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
FAIR FISCAL COORDINATOR 2	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
FAMILY VIOLENCE OFFICER	$21.82	$22.92	$24.07	$25.28	$26.55	$27.88	$29.28	$30.75	$32.29	$33.91	$35.61	$37.39
FIELD SERVICES ASSISTANT	$18.30	$19.23	$20.20	$21.22	$22.30	$23.41	$24.57	$25.83	$27.13	$28.49	$29.91	$31.41
FISCAL & TECH SERVICES ASST 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
FISCAL & TECH SERVICES ASST 2	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68
FISCAL & TECH SERVICES ASST 3	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68	$34.31	$36.03
GEO INFO SYS (GIS) PLANNER 1	$25.88	$27.18	$28.56	$29.98	$31.48	$33.07	$34.73	$36.47	$38.29	$40.22	$42.23	$44.34
GEO INFO SYS (GIS) PLANNER 2	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
HAZ MAT SPECIALIST 1	$28.36	$29.78	$31.27	$32.86	$34.49	$36.22	$38.05	$39.96	$41.95	$44.06	$46.26	$48.58
HAZ MAT SPECIALIST 2	$31.28	$32.87	$34.51	$36.23	$38.06	$39.97	$41.97	$44.07	$46.28	$48.60	$51.03	$53.58
HAZ MAT SPECIALIST 3	$34.42	$36.16	$37.96	$39.88	$41.87	$43.97	$46.19	$48.50	$50.93	$53.47	$56.14	$58.95
HEAD COOK	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68	$34.31
HEALTH AIDE 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
HEALTH AIDE 2	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
HEALTH EDUCATION COORDINATOR 1	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
HEALTH EDUCATION SPECIALIST	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
HIV SPECIALTY CLINIC THERAPIST	$29.23	$30.70	$32.23	$33.86	$35.55	$37.33	$39.20	$41.17	$43.23	$45.41	$47.67	$50.06
INFORMATION SYSTEMS TECHNICIAN	$26.07	$27.37	$28.74	$30.18	$31.69	$33.29	$34.96	$36.71	$38.54	$40.48	$42.50	$44.63
LEAD DEPUTY CLERK-RECORDER	$25.23	$26.49	$27.83	$29.22	$30.70	$32.22	$33.85	$35.54	$37.32	$39.19	$41.15	$43.21
LEGAL SECRETARY	$22.37	$23.51	$24.68	$25.92	$27.21	$28.59	$30.03	$31.52	$33.10	$34.76	$36.50	$38.32
LEGAL SECRETARY - SENIOR	$23.74	$24.93	$26.19	$27.51	$28.89	$30.33	$31.86	$33.45	$35.12	$36.88	$38.72	$40.66
LEGAL SECRETARY - TRAINEE	$20.28	$21.32	$22.39	$23.51	$24.70	$25.93	$27.24	$28.60	$30.04	$31.54	$33.12	$34.77
LEGAL SERVICES ASSISTANT 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
LEGAL SERVICES ASSISTANT 2	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68	$34.31
LIBRARIAN	$25.11	$26.38	$27.71	$29.10	$30.56	$32.09	$33.70	$35.40	$37.17	$39.04	$40.99	$43.04
LIBRARY AIDE	$18.37	$19.28	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42
LIBRARY LITERACY CLERK	$18.37	$19.28	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42
LIBRARY TECHNICIAN	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63	$36.36
LICENSED VOCATIONAL NURSE 1-BH	$24.12	$25.34	$26.62	$27.95	$29.35	$30.84	$32.38	$34.00	$35.72	$37.50	$39.38	$41.34
LICENSED VOCATIONAL NURSE 1-PH	$24.12	$25.34	$26.62	$27.95	$29.35	$30.84	$32.38	$34.00	$35.72	$37.50	$39.38	$41.34
LICENSED VOCATIONAL NURSE 2-BH	$25.33	$26.61	$27.94	$29.34	$30.82	$32.37	$33.99	$35.71	$37.49	$39.37	$41.34	$43.41
LICENSED VOCATIONAL NURSE 2-PH	$25.33	$26.61	$27.94	$29.34	$30.82	$32.37	$33.99	$35.71	$37.49	$39.37	$41.34	$43.41
LITERACY PROGRAM ASSISTANT 1	$19.28	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98
LITERACY PROGRAM ASSISTANT 2	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63
MANAGEMENT ANALYST 1	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
MANAGEMENT ANALYST 2	$28.09	$29.49	$30.97	$32.52	$34.14	$35.87	$37.68	$39.56	$41.54	$43.60	$45.78	$48.07
MENTORING COORDINATOR	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
MUSEUM REGISTRAR	$18.37	$19.28	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42
NATURAL RESOURCES ANALYST	$24.66	$25.89	$27.19	$28.57	$29.99	$31.49	$33.08	$34.74	$36.48	$38.30	$40.22	$42.23
NURSE PRACTITIONER	$55.54	$58.32	$61.25	$64.32	$67.52	$70.92	$74.47	$78.20	$82.12	$86.22	$90.53	$95.06
OFFICE ASSISTANT 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
OFFICE ASSISTANT 2	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68
OFFICE ASSISTANT 3	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68	$34.31	$36.03
OFFICE AUTOMATION ANALYST	$26.50	$27.82	$29.22	$30.68	$32.21	$33.84	$35.54	$37.31	$39.18	$41.14	$43.20	$45.36
OFFICE AUTOMATION SPECIALIST	$21.82	$22.92	$24.07	$25.28	$26.55	$27.88	$29.28	$30.75	$32.29	$33.91	$35.61	$37.39
PARALEGAL 1	$19.22	$20.17	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96
PARALEGAL 2	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96	$34.61	$36.34
PARALEGAL 3	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37	$39.24
PERMIT TECHNICIAN	$19.68	$20.67	$21.71	$22.83	$23.96	$25.16	$26.42	$27.75	$29.14	$30.61	$32.14	$33.75
PHYSICIAN ASSISTANT	$55.54	$58.32	$61.25	$64.32	$67.52	$70.92	$74.47	$78.20	$82.12	$86.22	$90.53	$95.06
PLANNING TECHNICIAN	$21.30	$22.35	$23.47	$24.65	$25.88	$27.18	$28.55	$29.96	$31.47	$33.04	$34.69	$36.43
PREVENTION AIDE	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
PROG COMPL & TRAINING ANALYST	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37	$39.24
PROGRAMMER ANALYST	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25	$45.41
PROJECT MANAGER	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.06	$52.56	$55.19
PROPERTY TAX ASSESSMENT SPEC 1	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63
PROPERTY TAX ASSESSMENT SPEC 2	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63	$36.36	$38.18
PROPERTY TAX ASSESSMENT TECH	$18.37	$19.28	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
PSYCHIATRIC NURSE 1	$31.24	$32.82	$34.45	$36.19	$38.02	$39.92	$41.92	$44.02	$46.23	$48.55	$50.98	$53.53
PSYCHIATRIC NURSE 2	$34.99	$36.74	$38.59	$40.52	$42.55	$44.68	$46.92	$49.28	$51.74	$54.35	$57.07	$59.92
PSYCHIATRIC TECHNICIAN	$21.81	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37
PUBLIC HEALTH DATABASE ANALYST	$31.24	$32.82	$34.45	$36.19	$38.02	$39.92	$41.92	$44.02	$46.23	$48.55	$50.98	$53.53
PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR	$30.69	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.04	$52.55
PUBLIC HEALTH NURSE 1	$31.24	$32.82	$34.45	$36.19	$38.02	$39.92	$41.92	$44.02	$46.23	$48.55	$50.98	$53.53
PUBLIC HEALTH NURSE 2	$34.99	$36.74	$38.59	$40.52	$42.55	$44.68	$46.92	$49.28	$51.74	$54.35	$57.07	$59.92
PUBLIC HEALTH NURSE 3	$38.73	$40.68	$42.72	$44.87	$47.11	$49.49	$51.95	$54.56	$57.30	$60.17	$63.18	$66.34
QUALITY ASSURANCE COORDINATOR	$29.23	$30.70	$32.23	$33.86	$35.55	$37.33	$39.20	$41.17	$43.23	$45.41	$47.67	$50.06
RECORDS MANAGEMENT TECH 1	$18.15	$19.06	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12
RECORDS MANAGEMENT TECH 2	$20.02	$21.02	$22.08	$23.19	$24.35	$25.58	$26.86	$28.22	$29.63	$31.12	$32.68	$34.31
REGISTERED DENTAL ASSISTANT 1	$24.12	$25.34	$26.62	$27.95	$29.35	$30.84	$32.38	$34.00	$35.72	$37.50	$39.38	$41.34
REGISTERED DENTAL ASSISTANT 2	$25.33	$26.61	$27.94	$29.34	$30.82	$32.37	$33.99	$35.71	$37.49	$39.37	$41.34	$43.41
REGISTERED NURSE 1 - BH	$31.24	$32.82	$34.45	$36.19	$38.02	$39.92	$41.92	$44.02	$46.23	$48.55	$50.98	$53.53
REGISTERED NURSE 1 - PH	$31.24	$32.82	$34.45	$36.19	$38.02	$39.92	$41.92	$44.02	$46.23	$48.55	$50.98	$53.53
REGISTERED NURSE 2 - BH	$34.99	$36.74	$38.59	$40.52	$42.55	$44.68	$46.92	$49.28	$51.74	$54.35	$57.07	$59.92
REGISTERED NURSE 2 - PH	$34.99	$36.74	$38.59	$40.52	$42.55	$44.68	$46.92	$49.28	$51.74	$54.35	$57.07	$59.92
SENIOR BUILDING INSPECTOR	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
SENIOR BUILDING PLNCHK INSP	$32.12	$33.76	$35.45	$37.22	$39.10	$41.06	$43.13	$45.29	$47.56	$49.93	$52.43	$55.05
SENIOR DISTRICT ATTORNEY INVST	$29.95	$31.46	$33.03	$34.71	$36.44	$38.27	$40.19	$42.21	$44.33	$46.55	$48.88	$51.32
SENIOR PERMIT TECHNICIAN	$22.13	$23.27	$24.42	$25.65	$26.93	$28.29	$29.70	$31.20	$32.77	$34.40	$36.12	$37.93
SENIOR PLANNER	$30.69	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.04	$52.55
SENIOR SOCIAL WORKER A	$30.62	$32.14	$33.77	$35.45	$37.25	$39.09	$41.05	$43.11	$45.28	$47.54	$49.92	$52.41
SENIOR SOCIAL WORKER B	$33.50	$35.19	$36.94	$38.80	$40.74	$42.79	$44.92	$47.20	$49.57	$52.05	$54.65	$57.39
SITE MANAGER	$20.92	$21.97	$23.07	$24.23	$25.44	$26.73	$28.07	$29.49	$30.95	$32.53	$34.16	$35.86
SOCIAL SERVICES AIDE	$18.87	$19.81	$20.82	$21.87	$22.96	$24.10	$25.32	$26.60	$27.93	$29.33	$30.80	$32.34
SOCIAL WORKER 1	$24.37	$25.61	$26.87	$28.23	$29.65	$31.13	$32.69	$34.34	$36.06	$37.87	$39.76	$41.75
SOCIAL WORKER 2	$26.86	$28.22	$29.62	$31.12	$32.68	$34.33	$36.04	$37.86	$39.77	$41.75	$43.84	$46.03
SOCIAL WORKER 3	$29.36	$30.86	$32.40	$34.01	$35.73	$37.51	$39.39	$41.37	$43.45	$45.62	$47.90	$50.30
STAFF SERVICES ANALYST 1	$26.19	$27.49	$28.88	$30.33	$31.86	$33.45	$35.15	$36.89	$38.74	$40.69	$42.72	$44.86
STAFF SERVICES ANALYST 2	$28.86	$30.32	$31.85	$33.44	$35.12	$36.88	$38.73	$40.68	$42.72	$44.87	$47.11	$49.49
STAFF SERVICES SPECIALIST	$25.27	$26.54	$27.86	$29.26	$30.72	$32.25	$33.88	$35.59	$37.38	$39.25	$41.21	$43.27
SUBSTANCE USE DISORDER SPEC 1	$23.40	$24.56	$25.82	$27.12	$28.48	$29.90	$31.41	$32.98	$34.62	$36.37	$38.19	$40.10
SUBSTANCE USE DISORDER SPEC 2	$25.82	$27.12	$28.49	$29.92	$31.42	$32.99	$34.64	$36.37	$38.20	$40.10	$42.11	$44.21
TELECOMMUNICATIONS TECHNICIAN	$26.49	$27.83	$29.22	$30.70	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38
TREAS/TAX COLLECTIONS OFFCR 1	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37	$39.24
TREAS/TAX COLLECTIONS OFFCR 2	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
TREASURER/TAX SPECIALIST 1	$20.24	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63
TREASURER/TAX SPECIALIST 2	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63	$36.36	$38.18
TREASURER/TAX TECHNICIAN	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63	$36.36
VETERANS SERVICE REP 1	$18.30	$19.23	$20.20	$21.22	$22.30	$23.41	$24.57	$25.83	$27.13	$28.49	$29.91	$31.41
VETERANS SERVICE REP 2	$20.17	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96	$34.61
VICTIM/WITNESS ADVOCATE	$22.83	$23.96	$25.16	$26.42	$27.75	$29.14	$30.61	$32.13	$33.76	$35.44	$37.21	$39.07
WELFARE FRAUD INVESTIGATOR 1	$26.57	$27.90	$29.29	$30.76	$32.31	$33.94	$35.64	$37.43	$39.29	$41.26	$43.32	$45.49
WELFARE FRAUD INVESTIGATOR 2	$28.80	$30.25	$31.75	$33.36	$35.02	$36.77	$38.63	$40.57	$42.59	$44.74	$46.98	$49.33

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

OE3 MID-MANAGEMENT

	HOURLY RATE											
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**	**L6**	**L7**
A&D PROG CLINICIAN/SUPERVISOR	$35.53	$37.31	$39.18	$41.15	$43.21	$45.39	$47.65	$50.05	$52.55	$55.18	$57.94	$60.84
ALCOHOL & DRUG PROG CHIEF	$35.53	$37.31	$39.18	$41.15	$43.21	$45.39	$47.65	$50.05	$52.55	$55.18	$57.94	$60.84
ALTERNATIVE SENTENCING MANAGER	$30.66	$32.19	$33.80	$35.50	$37.28	$39.14	$41.11	$43.16	$45.33	$47.61	$49.99	$52.49
ANIMAL CONTROL SUPERVISOR	$27.16	$28.52	$29.94	$31.44	$33.01	$34.66	$36.39	$38.23	$40.15	$42.16	$44.27	$46.48
ASSESSOR'S OFFICE MANAGER	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
ASSISTANT BUILDING OFFICIAL	$35.53	$37.31	$39.18	$41.15	$43.21	$45.39	$47.65	$50.05	$52.55	$55.18	$57.94	$60.84
ASSISTANT COUNTY ASSESSOR	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.06	$52.56	$55.19
ASSISTANT DISTRICT ATTORNEY	$63.69	$66.87	$70.21	$73.72	$77.41	$81.28	$85.35	$89.62	$94.09	$98.79	$103.73	$108.92
ASSISTANT PLANNING DIRECTOR	$35.53	$37.31	$39.18	$41.15	$43.21	$45.39	$47.65	$50.05	$52.55	$55.18	$57.94	$60.84
ASST COUNTY CLERK-RECORDER	$31.83	$33.43	$35.10	$36.85	$38.70	$40.65	$42.68	$44.84	$47.07	$49.43	$51.90	$54.50
ASST DIR DEPT OF CHILD SUP SVC	$39.13	$41.09	$43.14	$45.30	$47.56	$49.94	$52.44	$55.06	$57.81	$60.70	$63.74	$66.93
ASST DIRECTOR OF PUBLIC HEALTH	$45.34	$47.62	$50.01	$52.51	$55.14	$57.90	$60.81	$63.88	$67.06	$70.41	$73.93	$77.63
ASST TREASURER/TAX COLLECTOR	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.06	$52.56	$55.19
BH ADMIN SERVICES OFFICER	$40.00	$41.99	$44.09	$46.30	$48.62	$51.06	$53.61	$56.31	$59.14	$62.11	$65.22	$68.48
BH AOD PROGRAM ADMIN	$43.73	$45.93	$48.24	$50.66	$53.19	$55.85	$58.65	$61.60	$64.68	$67.93	$71.33	$74.89
BH CONTINUING CARE COORDINATOR	$40.00	$41.99	$44.09	$46.30	$48.62	$51.06	$53.61	$56.31	$59.14	$62.11	$65.22	$68.48
BH QUAL IMPROVEMENT/COMPL MGR	$43.73	$45.93	$48.24	$50.66	$53.19	$55.85	$58.65	$61.60	$64.68	$67.93	$71.33	$74.89
BH UNIT SUPERVISOR	$40.00	$41.99	$44.09	$46.30	$48.62	$51.06	$53.61	$56.31	$59.14	$62.11	$65.22	$68.48
BH UNIT SUPERVISOR-NURSING	$40.00	$41.99	$44.09	$46.30	$48.62	$51.06	$53.61	$56.31	$59.14	$62.11	$65.22	$68.48
BLDG/GRDS MAINT SUPERVISOR 1	$24.22	$25.43	$26.70	$28.03	$29.45	$30.92	$32.47	$34.08	$35.79	$37.61	$39.49	$41.47
BLDG/GRDS MAINT SUPERVISOR 2	$25.43	$26.70	$28.03	$29.45	$30.92	$32.47	$34.08	$35.79	$37.61	$39.49	$41.46	$43.54
BUILDING OFFICIAL	$39.15	$41.12	$43.18	$45.34	$47.62	$50.01	$52.51	$55.14	$57.90	$60.81	$63.85	$67.04
CHIEF APPRAISER	$30.69	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.04	$52.55
CHIEF CODE ENFORCEMENT OFFICER	$34.17	$35.89	$37.70	$39.58	$41.56	$43.64	$45.83	$48.13	$50.53	$53.06	$55.71	$58.50
CHIEF DEP PUB GRDN/CONSERVATOR	$29.36	$30.86	$32.40	$34.01	$35.73	$37.51	$39.39	$41.37	$43.45	$45.62	$47.90	$50.30
CHILDRENS SERVICES COORDINATOR	$34.71	$36.44	$38.27	$40.19	$42.21	$44.32	$46.53	$48.86	$51.32	$53.89	$56.58	$59.41
COMMUNITY CARE CASE MANAGER	$21.19	$22.26	$23.38	$24.54	$25.80	$27.08	$28.45	$29.87	$31.37	$32.96	$34.61	$36.34
DA ADMINISTRATOR/ASSISTANT PUBLIC ADMIN	$25.27	$26.54	$27.86	$29.26	$30.72	$32.25	$33.88	$35.59	$37.38	$39.25	$41.21	$43.27
DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE	$34.25	$35.97	$37.76	$39.66	$41.64	$43.73	$45.91	$48.21	$50.63	$53.16	$55.82	$58.61
DEP DIR/SOC SERV PROGRAM MGR	$40.85	$42.92	$45.07	$47.33	$49.70	$52.18	$54.80	$57.54	$60.42	$63.46	$66.63	$69.96
DEPARTMENT FISCAL OFFICER 1	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
DEPARTMENT FISCAL OFFICER 2	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
DIRECTOR OF NURSING - PH	$47.49	$49.87	$52.38	$54.99	$57.74	$60.63	$63.68	$66.87	$70.21	$73.73	$77.42	$81.29
DIV DIR VETERANS SVCS OFFICER	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22	$45.38	$47.65
ELIGIBILITY SUPERVISOR	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
EMPLOYMENT & TRNG WKR SUP	$31.36	$32.95	$34.58	$36.32	$38.15	$40.06	$42.06	$44.17	$46.39	$48.72	$51.16	$53.71
FISCAL SUPPORT COORD	$22.11	$23.21	$24.38	$25.61	$26.88	$28.24	$29.66	$31.13	$32.70	$34.34	$36.06	$37.86

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5	L6	L7
GEO INFO SYSTEM (GIS) COORD	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.06	$52.56	$55.19
GRANT COMPLIANCE OFFICER	$21.81	$22.91	$24.06	$25.28	$26.55	$27.87	$29.28	$30.75	$32.29	$33.90	$35.60	$37.37
HEALTH EDUCATION COORDINATOR 2	$30.69	$32.22	$33.85	$35.54	$37.32	$39.19	$41.16	$43.22	$45.40	$47.66	$50.04	$52.55
LIBRARY LITERACY PROGRAM COORD	$21.25	$22.32	$23.44	$24.62	$25.84	$27.14	$28.49	$29.92	$31.42	$32.98	$34.63	$36.36
MNTL HLTH SERVICES ACT COORD	$34.71	$36.44	$38.27	$40.19	$42.21	$44.32	$46.53	$48.86	$51.32	$53.89	$56.58	$59.41
OFFICE SUPERVISOR	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.27	$34.92	$36.67	$38.51
PERMIT MANAGER	$25.26	$26.51	$27.85	$29.24	$30.71	$32.24	$33.87	$35.56	$37.36	$39.23	$41.19	$43.25
PH ADMIN SERVICES OFFICER	$40.00	$41.99	$44.09	$46.30	$48.62	$51.06	$53.61	$56.31	$59.14	$62.11	$65.22	$68.48
PROGRAM CHIEF-NURSING	$35.53	$37.31	$39.18	$41.15	$43.21	$45.39	$47.65	$50.05	$52.55	$55.18	$57.94	$60.84
PROGRAM MANAGER 1	$36.97	$38.83	$40.78	$42.82	$44.97	$47.23	$49.60	$52.09	$54.68	$57.43	$60.30	$63.32
PROGRAM MANAGER 2	$38.83	$40.78	$42.82	$44.97	$47.23	$49.60	$52.09	$54.68	$57.43	$60.30	$63.32	$66.48
PUBLIC HEALTH PROG DIV CHIEF	$33.81	$35.51	$37.29	$39.15	$41.12	$43.18	$45.34	$47.62	$50.01	$52.51	$55.14	$57.89
RECORDS MGMT COORDINATOR	$21.82	$22.92	$24.07	$25.28	$26.55	$27.88	$29.28	$30.75	$32.29	$33.91	$35.61	$37.39
SENIOR SERVICES DIVISION DIR.	$25.88	$27.18	$28.56	$29.98	$31.48	$33.07	$34.73	$36.47	$38.29	$40.22	$42.23	$44.34
SOCIAL SERVICES SUPERVISOR 1	$32.04	$33.65	$35.35	$37.13	$39.00	$40.95	$43.00	$45.14	$47.41	$49.79	$52.28	$54.89
SOCIAL SERVICES SUPERVISOR 2	$36.97	$38.83	$40.78	$42.82	$44.97	$47.23	$49.60	$52.09	$54.68	$57.43	$60.30	$63.32
STAFF SERVICES MANAGER	$35.52	$37.30	$39.17	$41.14	$43.20	$45.36	$47.64	$50.03	$52.54	$55.17	$57.93	$60.82
VICTIM/WITNESS COORDINATOR	$30.66	$32.19	$33.80	$35.50	$37.28	$39.14	$41.11	$43.16	$45.33	$47.61	$49.99	$52.49

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

PROBATION MID-MANAGEMENT

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
DEPARTMENT FISCAL OFFICER 1	$23.40	$24.59	$25.82	$27.13	$28.47	$29.89	$31.40	$32.98	$34.62	$36.36
DEPARTMENT FISCAL OFFICER 2	$25.80	$27.09	$28.45	$29.87	$31.38	$32.96	$34.60	$36.34	$38.16	$40.07
SUPERVISING PROBATION OFFICER	$27.78	$29.17	$30.64	$32.17	$33.79	$35.49	$37.26	$39.14	$41.10	$43.15

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

PROBATION ASSC

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ADMINISTRATIVE ASSISTANT 1	$16.79	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04
ADMINISTRATIVE ASSISTANT 2	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34
DEPUTY PROBATION OFFICER 1	$20.12	$21.15	$22.20	$23.32	$24.48	$25.72	$27.00	$28.36	$29.79	$31.27
DEPUTY PROBATION OFFICER 2	$21.77	$22.87	$24.03	$25.23	$26.50	$27.83	$29.21	$30.69	$32.23	$33.85
DEPUTY PROBATION OFFICER 3	$24.00	$25.20	$26.47	$27.78	$29.17	$30.63	$32.16	$33.77	$35.46	$37.24
DETENTION COORDINATOR	$21.26	$22.32	$23.46	$24.63	$25.87	$27.17	$28.54	$29.97	$31.46	$33.03
LEGAL SERVICES ASSISTANT 1	$16.79	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04
LEGAL SERVICES ASSISTANT 2	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34	$28.72
MANAGEMENT ANALYST 1	$23.75	$24.94	$26.19	$27.51	$28.87	$30.34	$31.85	$33.44	$35.12	$36.88
MANAGEMENT ANALYST 2	$26.43	$27.75	$29.14	$30.60	$32.13	$33.75	$35.44	$37.22	$39.08	$41.04
OFFICE ASSISTANT 1	$16.79	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04
OFFICE ASSISTANT 2	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34
OFFICE ASSISTANT 3	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34	$28.72	$30.15
PROB PROG COORD/ADMIN ASSIST	$21.14	$22.21	$23.31	$24.49	$25.73	$27.01	$28.37	$29.81	$31.30	$32.86
PROBATION ASSISTANT	$16.95	$17.80	$18.69	$19.62	$20.61	$21.63	$22.73	$23.87	$25.07	$26.32
PROBATION REPORT WRITER	$20.20	$21.21	$22.28	$23.39	$24.58	$25.81	$27.10	$28.46	$29.88	$31.39

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

SHERIFF EMPLOYEE ASSC

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ASSISTANT PROGRAM MANAGER	$19.03	$19.99	$20.99	$22.04	$23.15	$24.30	$25.52	$26.80	$28.14	$29.57
CORRECTIONAL OFFICER 1	$22.78	$23.91	$25.11	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.37
CORRECTIONAL OFFICER 2	$25.10	$26.36	$27.68	$29.08	$30.54	$32.08	$33.68	$35.38	$37.14	$39.01
CORRECTIONAL SERGEANT	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22
CRIME ANALYST	$21.42	$22.50	$23.63	$24.80	$26.06	$27.37	$28.74	$30.18	$31.69	$33.28
DEP SHERIFF 2/COM EQUIP COORD	$35.29	$37.06	$38.90	$40.86	$42.91	$45.06	$47.33	$49.70	$52.20	$54.80
DEPUTY SHERIFF 1	$25.82	$27.12	$28.49	$29.92	$31.42	$32.99	$34.64	$36.37	$38.20	$40.10
DEPUTY SHERIFF 2	$28.44	$29.88	$31.37	$32.94	$34.60	$36.34	$38.15	$40.06	$42.07	$44.18
DEPUTY SHERIFF 2-ADVANCED	$29.94	$31.45	$33.02	$34.69	$36.43	$38.26	$40.18	$42.18	$44.29	$46.54
DEPUTY SHERIFF 2-INTERMEDIATE	$29.30	$30.77	$32.32	$33.94	$35.63	$37.43	$39.31	$41.28	$43.34	$45.52
SH INVSTG/CANNABIS CODE COMPL	$34.49	$36.23	$38.03	$39.94	$41.94	$44.05	$46.26	$48.59	$51.01	$53.57
SHERIFF DISPATCHER 1	$22.78	$23.91	$25.11	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.37
SHERIFF DISPATCHER 2	$24.32	$25.54	$26.83	$28.16	$29.58	$31.07	$32.62	$34.26	$35.98	$37.78
SHERIFF DISPATCHER 2 - INTERMEDIATE	$25.06	$26.30	$27.62	$29.00	$30.46	$31.98	$33.58	$35.26	$37.02	$38.87
SHERIFF DISPATCHER 2 - ADVANCED	$25.54	$26.83	$28.16	$29.58	$31.07	$32.62	$34.26	$35.98	$37.78	$39.66
SHERIFF EMERGENCY SERVICES & TRAINING COORD.	$27.88	$29.28	$30.73	$32.29	$33.91	$35.62	$37.40	$39.28	$41.24	$43.31
SHERIFF INVESTIGATOR	$30.59	$32.12	$33.76	$35.45	$37.22	$39.10	$41.06	$43.13	$45.29	$47.56
SHERIFF INVESTIGATOR SERGEANT	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02	$52.51	$55.14	$57.90
SHERIFF INVESTIGATOR-ADVANCED	$32.20	$33.83	$35.51	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02
SHERIFF INVESTIGATOR-INTERMED	$31.52	$33.10	$34.77	$36.52	$38.35	$40.27	$42.28	$44.40	$46.63	$48.97
SHERIFF SERGEANT	$32.12	$33.76	$35.45	$37.22	$39.10	$41.06	$43.13	$45.29	$47.56	$49.93
SHERIFF SERGEANT-ADVANCED	$34.64	$36.37	$38.21	$40.12	$42.13	$44.24	$46.46	$48.79	$51.23	$53.78
SHERIFF SERGEANT-INTERMEDIATE	$33.89	$35.59	$37.38	$39.26	$41.23	$43.30	$45.46	$47.74	$50.14	$52.64
SHERIFF SERVICES ASSISTANT 1	$20.57	$21.59	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97
SHERIFF SERVICES ASSISTANT 2	$22.67	$23.81	$25.01	$26.27	$27.59	$28.97	$30.43	$31.96	$33.56	$35.24

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

SHERIFF EMPLOYEE ASSC MID-MGMT

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ASST DIR OF EMERGENCY SERVICES	$29.09	$30.54	$32.08	$33.68	$35.38	$37.14	$39.01	$40.96	$43.01	$45.17
COMMUNICATIONS SUPER ADVANCED	$29.41	$30.90	$32.45	$34.07	$35.77	$37.57	$39.46	$41.42	$43.50	$45.68
COMMUNICATIONS SUPER INTERMED	$28.85	$30.30	$31.82	$33.42	$35.08	$36.84	$38.70	$40.64	$42.67	$44.81
COMMUNICATIONS SUPERVISOR	$28.01	$29.41	$30.90	$32.45	$34.07	$35.77	$37.57	$39.46	$41.42	$43.50
JAIL COMMANDER	$40.09	$42.12	$44.23	$46.45	$48.77	$51.20	$53.78	$56.48	$59.32	$62.29
SH INV SGT/CODE COMPLIANCE SUP	$40.09	$42.12	$44.23	$46.45	$48.77	$51.20	$53.78	$56.48	$59.32	$62.29
SHERIFF ADMIN SERGEANT	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02	$52.51	$55.14	$57.90
SHERIFF FISCAL OFFICER 1	$28.68	$30.11	$31.62	$33.19	$34.87	$36.62	$38.47	$40.39	$42.41	$44.53
SHERIFF FISCAL OFFICER 2	$33.85	$35.54	$37.34	$39.22	$41.18	$43.25	$45.43	$47.69	$50.09	$52.60
SHERIFF PATROL COMMANDER	$40.09	$42.12	$44.23	$46.45	$48.77	$51.20	$53.78	$56.48	$59.32	$62.29
SHERIFF'S OFFICE MANAGER	$28.56	$29.99	$31.49	$33.07	$34.73	$36.47	$38.30	$40.22	$42.24	$44.36
SHERIFF'S SPECIAL OPS SGT	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02	$52.51	$55.14	$57.90

County of Plumas
Pay Schedule

Effective as of 07/08/2025 per Board of Supervisors Resolution Number 2025-9039; revised as of 07/13/2025 per Resolution Number 2025-9040 and adopted by the Board as of 08/05/2025 per Resolution Number 2025-XXXX

UNDERSHERIFF

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
UNDERSHERIFF	$46.06	$48.37	$50.79	$53.33	$56.00	$58.80	$61.74	$64.83	$68.08	$71.49

PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**David Hollister, District Attorney**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Adopt RESOLUTION to Amend Fiscal Year 2025-2026 Plumas County Position Allocation for the District Attorney, Budget Units #70301 and Public Administrator #20432; approved as to form by County Counsel; discussion and possible action. Roll call vote.**

Recommendation:

Request the Board of Supervisors to approve this resolution to amend Plumas County's 2025-2026 Position Allocation to flexibly allocate the current .8 FTE Budget Unit 70301 Fiscal Officer I/II, or Grant Compliance Officer position to .8 FTE Fiscal Officer I/II, or Grant Compliance Officer or District Attorney Administrator/ Assistant Public Administrator, and the .2 FTE Budget Unit 20432 Fiscal Officer I/II, or Grant Compliance Officer position to .2 FTE Fiscal Officer I/II, or Grant Compliance Officer or District Attorney Administrator/ Assistant Public Administrator, and amend the flexible 3 Budget Unit 70301 FTE District Attorney Administrator/ Assistant Public Administrator OR Paralegal I/II/III OR Legal Services Assistant I/II OR Legal Secretary-Trainee/ Legal Secretary/ Legal Secretary-Senior to 3 FTE Paralegal I/II/III OR Legal Services Assistant I/II OR Legal Secretary-Trainee/ Legal Secretary/ Legal Secretary-Senior to 3 FTE.

Background and Discussion:

The reason for this resolution is to fix the District Attorney's flexibly allocated positions for fiscal year 2025-26. The District Attorney Administrator/Assistant Public Administrator position is a mid-management position that was flexibly allocated with our general unit Legal Secretary positions. This resolution will correct our flexible allocations by placing the District Attorney Administrator/Assistant Public Administrator with the Fiscal Officer I/II or Grant Compliance Officer which are all OE3 Mid-Management positions. The FTE will not increase due to the Fiscal Officer retiring on July 31, 2025. The Legal Secretary classifications will stay at 3 FTE's flexibly allocated in the OE3 General Unit. The District Attorney's Office will not be filling a Fiscal Officer position, but instead hire a Legal Secretary with a cost savings to the General Fund. The District Attorney Administrator/Assistant Public Administrator will take over the duties of our retiring Fiscal Officer.

Action:

The District Attorney's Office is requesting the Board of Supervisors to approve the resolution amending the position allocations.

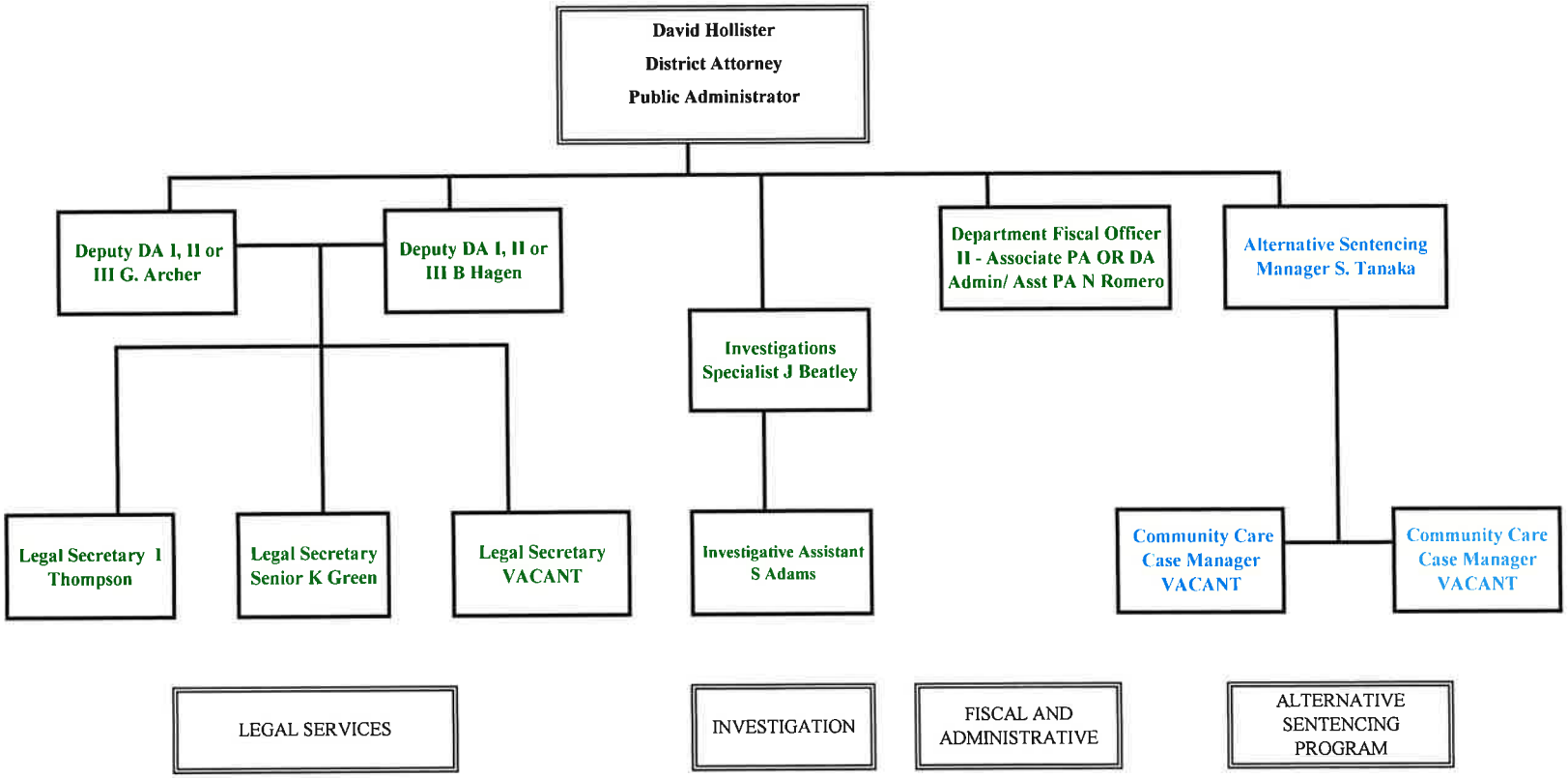
Fiscal Impact:

Adopt **RESOLUTION** Adopt Resolution to Amend Fiscal Year 2025-2026 Plumas County Position Allocation for the District Attorney, Budget Units #70301 and Public Administrator #20432; savings to the General Fund as approved in 2025-2026 adopted budget 70301 and 20432; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Attachments:

1. DA ASP Org Chart 2025-2026
2. 6155 FINAL

Plumas County District Attorney's Office
Organizational Chart
2024-2025



RESOLUTION NO. 2025 - _____

APPROVE RESOLUTION TO AMEND FISCAL YEAR 2025-2026 PLUMAS COUNTY POSITION ALLOCATION FOR THE DISTRICT ATTORNEY, BUDGET UNITS #70301 AND #20432

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Position Allocation; and

WHEREAS, the District Attorney Department is requesting to amend their position allocation to flexibly allocate the current Fiscal Officer I/II, or Grant Compliance Officer position to Fiscal Officer I/II, or Grant Compliance Officer **or District Attorney Administrator/ Asst. Public Administrator**, and amending the position allocation for District Attorney Administrator/Asst. Public Administrator OR Paralegal I/II/III OR Legal Services Assistant I/II OR Legal Secretary-Trainee/Legal Secretary/Legal Secretary - Senior to Paralegal I/II/III OR Legal Services Assistant I/II OR Legal Secretary-Trainee/Legal Secretary/Legal Secretary - Senior; and

WHEREAS, this request was brought to the attention of the Interim Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2025-2026 Position Allocation to flexibly allocate the current .8 FTE Budget Unit 70301 Fiscal Officer I/II, or Grant Compliance Officer position to .8 FTE Fiscal Officer I/II, or Grant Compliance Officer **or District Attorney Administrator/ Asst. Public Administrator,** and the .2 FTE Budget Unit 20432 Fiscal Officer I/II, or Grant Compliance Officer position to .2 FTE Fiscal Officer I/II, or Grant Compliance Officer **or District Attorney Administrator/ Asst. Public Administrator**, and amend the flexible 3 Budget Unit 70301 FTE District Attorney Administrator/Asst. Public Administrator OR Paralegal I/II/III OR Legal Services Assistant I/II OR Legal Secretary-Trainee/Legal Secretary/Legal Secretary - Senior to 3 FTE Paralegal I/II/III OR Legal Services Assistant I/II OR Legal Secretary-Trainee/Legal Secretary/Legal Secretary - Senior.

NOW, THEREFORE BE IT RESOLVED by the County of Plumas Board of Supervisors as follows:

Approve the amendment to Fiscal Year 2025-2026 Position Allocation as follows:

Department #70301	**Current FTE**	**Proposed FTE**
Fiscal Officer I/II OR Grant Compliance Officer	.8	0
District Attorney Administrator/ Asst. Public Administrator OR Fiscal Officer I/II OR Grant Compliance Officer	0	.8

Department #20432	**Current FTE**	**Proposed FTE**
Fiscal Officer I/II OR Grant Compliance Officer	.2	0
District Attorney Administrator/ Asst. Public Administrator OR Fiscal Officer I/II OR Grant Compliance Officer	0	.2
Department #70301		
District Attorney Administrator/ Asst. Public Administrator OR Paralegal I/II/III Legal Services Assistant I/II OR Legal Secretary-Trainee/Legal Secretary/Legal Secretary - Senior	3	0
Paralegal I/II/III OR Legal Services Assistant I/II OR Legal Secretary-Trainee/Legal Secretary/Legal Secretary - Senior	0	3

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of August, 2025, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors
ATTEST:

_____
KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

_____
ALLEN HISKEY, CLERK OF THE BOARD

Approved as to form:
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and AT&T, to provide maintenance and support for the 911 CPE; effective July 1, 2025; not to exceed $58,572.53; (No General Fund Impact) 70375 / 521250 (COMMUNICATIONS / COMMUNICATION EQUIPMENT) and to be reimbursed by Cal OES; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and AT&T, to provide maintenance and support for the 911 CPE; effective July 1, 2025; not to exceed $58,572.53; (No General Fund Impact) 70375 / 521250 (COMMUNICATIONS / COMMUNICATION EQUIPMENT) and to be reimbursed by Cal OES; approved as to form by County Counsel.

Background and Discussion:
This contract extension continues maintenance and support for the 911 Customer Premise Equipment (CPE) used by the Plumas County Sheriff's Office Dispatch Center. The CPE includes the critical hardware and software systems that allow dispatchers to receive, process, and respond to emergency 911 calls. Keeping this equipment in good working order is essential to ensure fast, reliable service for people calling 911. This agreement with AT&T provides important services like equipment repairs, software updates, and both remote and on-site support to quickly fix any issues that come up. The purpose of this contract is to safeguard the reliability, security, and operational readiness of Plumas County's 911 system infrastructure.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and AT&T, to provide maintenance and support for the 911 CPE; effective July 1, 2025; not to exceed $58,572.53; (No General Fund Impact) 70375 / 521250 (COMMUNICATIONS / COMMUNICATION EQUIPMENT) and to be reimbursed by Cal OES; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) 70375 / 521250 (COMMUNICATIONS / COMMUNICATION EQUIPMENT) and to be reimbursed by Cal OES. Reimbursement was pre-approved and noted in the TD-288 form attached to agreement.

Attachments:
1. AT&T MPA FINAL

MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: 7/8/2025

Vendor:
AT&T
1452 Edinger Ave.
Tustin, CA 92780

Tel: 714-227-1268

County: County of Plumas
Department of Sheriff
1400 E Main St
Quincy, CA 95971

Tel: 530-283-6397

Description: Purchase of AT&T CPE Maintenance Agreement Renewal
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
$ Fifty Eight Thousand, Five Hundred Seventy-Two and 53/100 Dollars
($ 5 8,572.53)

Term: Agreement shall commence on 11/8/24 and shall terminate on 7/1/2026 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in Agreement 4156-6 which is attached hereto as Exhibit B and incorporated herein by this reference. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 8, 2024, to the date of approval of this Agreement by the Board of Supervisors with the understanding that reimbursement will come from Cal-OES pursuant to the terms of the PSAP reimbursement agreement attached as Exhibit C.

VENDOR:

By:_____

Name:

Title:

Date Signed:

COUNTY:

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

By:_____

Name: Kevin Goss
Chair, Board of Supervisors

Date signed:

ATTEST:

By:_____

Name: Allen Hiskey
Clerk of the Board

Date Signed:

Approved as to form:
Joshua Brechtel, Attorney
County Counsel's Office

Support Agreement Quote

DATE **5/22/2025**

Plumas Co Sheriff

Support Agreement

3 Position VESTA

AT&T Contact **Jeff Reeve**
Phone (714) 227-1268
Email ju7072@att.com
Address 1452 Edinger Ave.
Tustin, CA 92780

9-1-1 VESTA CPE MAINTENANCE

12 Months Maintenance		$ 38,195.57

Extended Support Agreement Term: 11/8/24 to 7/1/2026

Backroom UPS Replacement Quantity	2	$ 14,274.00
Position UPS Replacement Quantity	3	$ 4,485.00

AT&T will continue to provide Service under the Support Plan for as long as parts are available on a commercially reasonable basis.

In the event repair parts are not readily available:

AT&T will advise customer and customer will have the option to replace the Equipment with a similar product.

In the event the customer declines to authorize such replacement, AT&T will cease providing Service for such Equipment.

UPS	**$ 18,759.00**
Tax 8.625%	**$ 1,617.96**
SYSTEM SUPPORT PLAN TOTAL	**$ 38,195.57**

This Quote Valid until 7/15/2025

TOTAL	**$ 58,572.53**

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

June 6, 2017

Pacific Bell Telephone Company
dba AT&T California, AT&T Wholesale, AT&T DataComm
Attention: Christopher Roy
208 S. Akard Street
Dallas, TX 75202

RE: Executed Agreement # 4156-6

Dear Mr. Roy,

Enclosed you will find the executed Agreement # 4156-6 for your records.

Should you have any questions please contact me via email at Samantha.Patrick@caloes.ca.gov or via telephone at (916) 845-8157.

Thank you,

SAMANTHA PATRICK
Analyst, Contracts Unit

Enclosure(s)
Agreement # 4156-6

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (REVISED 3/13)
Page 1 of 2

FULLY EXECUTED

REGISTRATION NUMBER	
PURCHASING AUTHORITY NUMBER GOES - 0690	AGREEMENT NUMBER **4156-6**

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
California Governor's Office of Emergency Services

CONTRACTOR'S NAME
Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

2. The term of this Agreement is: April 10, 2017, or upon California Department of Technology approval, whichever is the later, through April 9, 2020

3. **The maximum amount of this Agreement is:** $0.00
Zero Dollars and Zero Cents

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

Appendix A – Statement of Work	49 pages
Attachment 1.0 – Contractor's Monthly Activity Report	1 page
Attachment 2.0 – Contractor's Monthly Service Level Agreement Compliance Report Turn-Key 9-1-1 CPE System	1 page
Attachment 2.1 – Contractor's Monthly Service Level Agreement Compliance Report 9-1-1 CPE Host-Remote System	1 page
Attachment 3.0 – Contractor's Sample Statement of Work Turn-Key 9-1-1 CPE System Format	3 pages
Attachment 3.1 – Contractor's Sample Statement of Work 9-1-1 CPE Host-Remote System Format	3 pages
Attachment 4.0 – Turn-Key 9-1-1 CPE System Acceptance and Authorization Checklist	5 pages
Attachment 4.1 – 9-1-1 CPE Host-Remote System Acceptance and Authorization Checklist	5 pages
Attachment 5.0 – Required Call Detail Record (CDR) Elements	14 pages
Attachment 6.0 – Call Data Record Format	10 pages
Appendix B – Budget Detail, Invoicing and Payment Provisions	2 pages
Exhibit 16 – Cost Workbook	12 pages
(*) IFB 8500-2016 in its entirety	140 pages
(*) Contractor's Final Response to IFB 8500-2016 in its entirety	224 pages
(*) Appendix C – General Provisions – Information Technology (GSPD – 401IT-09/05/2014)	12 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	**Statewide Technology Procurement Division Use Only**
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm	
BY *(Authorized Signature)* ✍ — DATE SIGNED: 5.18.17	
PRINTED NAME AND TITLE OF PERSON SIGNING Christopher Roy , VP Business Solutions – Global Business	Approved By flores 2 June 2017
ADDRESS 208 S. Akard Street, Dallas, TX 75202	
STATE OF CALIFORNIA	
AGENCY NAME California Governor's Office of Emergency Services	
BY (Authorized Signature) ✍ — DATE SIGNED: 05/30/17	
PRINTED NAME AND TITLE OF PERSON SIGNING for Sara Stillwell, Assistant Director, Administrative Services Section	
ADDRESS 3650 Schriever Avenue Mather, CA 95655	☐ Exempt per

AWARD STIPULATION

An Award Stipulation has been placed on this Agreement, until such time that the following mandatory functional requirement has been made entirely available per the base Agreement under IFB 8500-2016:

IFB Requirement 6.4.1.6, Abandon Call Detail

In the event the system detects that a 9-1-1 emergency calling party hangs up before a Telecommunicator answers the call, the system shall identify in the System Call Status Window the abandoned call ANI and ALI information.

The system shall be PSAP programmable to provide an immediate automatic call-back of the abandoned emergency calling party. This shall be a choice, since some PSAPs may desire to call back manually. No matter what source the 9-1-1 emergency call is from, the appropriate number shall be put into the Last Number Redial of the associated Telecommunicator answering IWS, which will provide one (1)-step call-back to the abandoned call number. The last number redial function shall accommodate a minimum of 10 digits and be a valid call-back telephone number.

The system shall be tested after install to insure that emergency calls are not internally held up, after trunk seizure, before ringing at a Telecommunicator IWS. From seizure to ring at the IWS, the call shall not exceed two (2) seconds, without ACD or queuing functionality incorporated.

During the conditional award, AT&T CALIFORNIA may not sell a system in which the feature/functionality identified above has been deemed a “mandatory requirement” in a Statement of Work (SOW) prepared by a Public Safety Answering Point (PSAP) under this Agreement. However, a SOW with either 1) the functional requirement not identified in the SOW, or 2) the functional requirement deemed an “optional requirement,” would permit AT&T CALIFORNIA to sell said system under this Agreement.

Once formal notification of availability has been provided to the State (Cal OES and the CA Department of Technology {CDT}) by AT&T CALIFORNIA, and validated by Cal OES and CDT), the base contract will be amended to remove this Award Stipulation in its entirety.

“Availability” in the context of this Award Stipulation shall mean the functionality has been installed and in productive use within an overall system for a paying customer external to AT&T CALIFORNIA for not less than one (1) month, in accordance with the Customer In-Use requirement identified in Section 5.8.2 of the IFB.

APPENDIX A
STATEMENT OF WORK

9-1-1 CPE SYSTEMS
STATEMENT OF WORK (SOW)

1.1. BACKGROUND AND PURPOSE

The California Governor's Office of Emergency Services (Cal OES), CA 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch) is responsible for administering the State Emergency Telephone Number Account (SETNA) which provides funding to California Public Safety Answering Points (PSAPs) for 9-1-1 systems and services. User Instructions will be provided to PSAPs upon Contract Award for detailing the process to follow when ordering 9-1-1 Customer Premise Equipment (CPE) Systems. The main function of the 9-1-1 CPE Systems are to provide PSAPs with call handling equipment located at the PSAP to answer the 9-1-1 calls.

1.2. OBJECTIVE

Cal OES, CA 9-1-1 Branch will oversee and approve all purchases made under this agreement. The PSAPs will use this agreement to purchase 9-1-1 CPE Systems with SETNA funding as authorized and approved by the CA 9-1-1 Branch.

1.3. PSAP LOCATIONS

PSAPs may be added or removed from time to time by the Cal OES for a variety of reasons. Not all PSAPs request or receive funding from the CA 9-1-1 Branch; therefore, the PSAPs List is not inclusive of all PSAPs in California. Some NG 9-1-1 Core Services exist today, or are planned and are designated by "CE" or "CP". Some PSAPs contain Evergreen Network based Turn-key Solutions that are existing or planned, designated by "EE" or "EP". The remaining PSAPs are all Stand-Alone CPE as "Blank" in the status field or Host-Remote Solutions designated with an "HS" as defined below:

Blank – CPE Stand-Alone
HS – CPE Host-Remote System
- HS – B (Butte)
- HS – I (Imperial)
- HS – LAS (Los Angeles Sheriff)
- HS – P (Placerville)
- HS – R (Riverside)
- HS – SC (Santa Clara)
- HS – V (Ventura)

CE – Core Existing
CP – Core Planned
EE – Evergreen Existing
EP – Evergreen Planned

Table 1.1 PSAPs CURRENTLY FUNDED BY SETNA

#	PSAP NAME	STATUS	LOCATION
1)	Alameda County Regional Fire/LLNL		Livermore
2)	Alameda County Sheriff's Department		San Leandro
3)	Alameda Police Department		Alameda
4)	Albany Police Department		Albany
5)	Alhambra Police/Fire Department	EP, CP	Alhambra
6)	Amador County Sheriff's Department		Jackson
7)	Anaheim Police Department		Anaheim
8)	Antioch Police Department		Antioch
9)	Arcadia Police Department	EP, CP	Arcadia
10)	Arcata Police Department		Arcata
11)	Arvin Police Department		Arvin
12)	Atascadero Police Department		Atascadero
13)	Atherton Police Department		Atherton
14)	Atwater Police Department		Atwater
15)	Auburn Police Department	HS-P	Auburn
16)	Avalon Fire Department		Avalon
17)	Azusa Police Department		Azusa
18)	Bakersfield Police Department		Bakersfield
19)	Baldwin Park Police Department		Baldwin Park
20)	Banning Police Department		Banning
21)	Barstow Police Department		Barstow
22)	Bay Area Rapid Transit (BART) Police		Oakland
23)	Bear Valley Police Department		Tehachapi
24)	Beaumont Police Department		Beaumont
25)	Bell Gardens Police Department		Bell Gardens
26)	Bell Police Department		Bell
27)	Belmont Police Department		Belmont
28)	Benicia Police Department		Benicia
29)	Berkeley Police/Fire Communications Center		Berkeley
30)	Beverly Hills Police Department	EP, CP	Beverly Hills
31)	Bishop Police Department		Bishop
32)	Blythe Police Department		Blythe
33)	Brawley Police Department	HS-I	Brawley
34)	Brea Police Department		Brea
35)	Buena Park Police Department		Buena Park
36)	Burbank Police Department	EE, CP	Burbank
37)	Burlingame Police Department		Burlingame
38)	Butte County Sheriff's Department	CE, HS-	Oroville
39)	Calaveras County Sheriff's Department		San Andreas
40)	Calexico Police Department	HS-I	Calexico
41)	CAL-FIRE Camino (Amador/El Dorado Unit)		Camino
42)	CAL-FIRE El Cajon (San Diego Unit)		El Cajon
43)	CAL-FIRE Felton (San Mateo/Santa Cruz Unit)		Felton
44)	CAL-FIRE Fortuna (Humboldt/Del Norte Unit)		Fortuna

#	PSAP NAME	STATUS	LOCATION
45)	CAL-FIRE Fresno (Fresno/Kings Unit)		Fresno
46)	CAL-FIRE Grass Valley (Nevada/Yuba/Placer		Grass Valley
47)	CAL-FIRE Mariposa		Mariposa
48)	CAL-FIRE Monterey (San Benito/Monterey		Monterey
49)	CAL-FIRE Morgan Hill (Santa Clara Unit)		Morgan Hill
50)	CAL-FIRE Oroville (Butte Unit)	CE, HS-	Oroville
51)	CAL-FIRE Perris (Riverside Unit)		Perris
52)	CAL-FIRE Red Bluff (Tehama/Glenn Unit)	CE	Red Bluff
53)	CAL-FIRE Redding (Shasta/Trinity Unit)	CE	Redding
54)	CAL-FIRE San Andreas (Tuolumne/Calaveras		San Andreas
55)	CAL-FIRE San Bernardino (San Bernardino		San Bernardino
56)	CAL-FIRE San Luis Obispo (San Luis Obispo		San Luis Obispo
57)	CAL-FIRE St Helena (Sonoma/Lake/Napa		St Helena
58)	CAL-FIRE Susanville (Lassen/Modoc Unit)	CE	Susanville
59)	CAL-FIRE Visalia (Tulare Unit)		Visalia
60)	CAL-FIRE Willits (Mendocino Unit)		Willits
61)	CAL-FIRE Yreka (Siskiyou Unit)	CE	Yreka
62)	California City Police Department		California City
63)	Calistoga Police Department		Calistoga
64)	Campbell Police Department		Campbell
65)	Carlsbad Police Department		Carlsbad
66)	Carmel Police Department		Carmel
67)	Cathedral City Police Department		Cathedral City
68)	Ceres Police Department		Ceres
69)	Cerritos College Police Department		Norwalk
70)	Chico Police Department	CE	Chico
71)	Chino Police Department	HS-B	Chino
72)	Chowchilla Police Department		Chowchilla
73)	CHP Atwater (Merced)		Atwater
74)	CHP Bakersfield (Kern)		Bakersfield
75)	CHP Barstow (San Bernardino)		Barstow
76)	CHP Bishop (Inyo)		Bishop
77)	CHP Border Comm Center		San Diego
78)	CHP Capitol Communications Center		Sacramento
79)	CHP Chico (Butte)	CE	Chico
80)	CHP El Centro (Imperial)		Imperial
81)	CHP Eureka (Humboldt)		Arcata
82)	CHP Fresno		Fresno
83)	CHP Indio (Riverside)		Indio
84)	CHP Inland (San Bernardino)		Fontana
85)	CHP Irvine (Orange)		Irvine
86)	CHP Los Angeles		Los Angeles
87)	CHP Rancho Cordova (Sacramento)		Rancho Cordova
88)	CHP Redding (Shasta)	CE	Redding
89)	CHP Salinas (Monterey)		Salinas
90)	CHP San Luis Obispo		San Luis Obispo

#	PSAP NAME	STATUS	LOCATION
91)	CHP Stockton (San Joaquin)		Stockton
92)	CHP Susanville (Lassen)	CE	Susanville
93)	CHP Truckee (Nevada)		Truckee
94)	CHP Ukiah (Mendocino)		Ukiah
95)	CHP Vallejo/Golden Gate (Solano)		Vallejo
96)	CHP Ventura		Ventura
97)	CHP Yreka (Siskiyou)	CE	Yreka
98)	Chula Vista Police Department		Chula Vista
99)	Citrus Heights Police Department		Citrus Heights
100)	Claremont Police Department		Claremont
101)	Cloverdale Police Department		Cloverdale
102)	Clovis Police Department		Clovis
103)	Coalinga Police Department		Coalinga
104)	Colma Police Department		Colma
105)	Colton Police Department		Colton
106)	Colusa County Sheriff's Department	CE	Colusa
107)	Concord Police Department		Concord
108)	CONFIRE - San Bernardino County Fire		Rialto
109)	Contra Costa County Fire Protection District		Pleasant Hill
110)	Contra Costa County Sheriff's Department		Martinez
111)	Corcoran Police Department		Corcoran
112)	Corning Fire Department	CE	Corning
113)	Corning Police Department	CE	Corning
114)	Corona Police Department		Corona
115)	Coronado Police Department		Coronado
116)	Costa Mesa Police Department		Costa Mesa
117)	Cotati Police Department		Cotati
118)	Covina Police Department	EP,CP	Covina
119)	CSU Channel Island Police Department		Camarillo
120)	CSU Chico Police Department	CE, HS-	Chico
121)	CSU Dominguez Hills Police Department		Carson
122)	CSU East Bay Police Department		Hayward
123)	CSU Fresno Police Department		Fresno
124)	CSU Fullerton Police Department		Fullerton
125)	CSU Humboldt Police Department		Arcata
126)	CSU Long Beach University Police		Long Beach
127)	CSU Los Angeles Police Department		Los Angeles
128)	CSU Northridge University Police		Northridge
129)	CSU Pomona (Cal Poly) Police Department		Pomona
130)	CSU San Bernardino Police Department		San Bernardino
131)	CSU San Diego Police Department		San Diego
132)	CSU San Francisco Police Department		San Francisco
133)	CSU San Jose Police Department		San Jose
134)	CSU San Luis Obispo (Cal Poly) Police		San Luis Obispo
135)	CSU San Marcos Police Department		San Marcos
136)	CSU Sonoma Police Department		Rohnert Park

#	PSAP NAME	STATUS	LOCATION
137)	Culver City Police/Fire Department	EP,CP	Culver City
138)	Daly City Police Department		Daly City
139)	Davis Police Department		Davis
140)	Del Norte County Sheriff's Department		Crescent City
141)	Delano Police Department		Delano
142)	Dinuba Police Department		Dinuba
143)	Dos Palos Police Department (Westside		Dos Palos
144)	Downey Fire Department		Downey
145)	Downey Police Department		Downey
146)	East Bay Regional Park District		Castro Valley
147)	El Cajon Police Department		El Cajon
148)	El Camino Community College District Police		Torrance
149)	El Centro Police Department	HS-I	El Centro
150)	El Dorado County Sheriff's Department		Placerville
151)	El Monte Police Department		El Monte
152)	Elk Grove Police Department		Elk Grove
153)	Emeryville Police Department		Emeryville
154)	Escondido Police Department		Escondido
155)	Eureka Police Department		Eureka
156)	Fairfax Police Department		Fairfax
157)	Fairfield Police Department		Fairfield
158)	Firebaugh Police Department		Firebaugh
159)	Folsom Police Department		Folsom
160)	Fontana Police Department		Fontana
161)	Fortuna Police Department		Fortuna
162)	Foster City Police Department		Foster City
163)	Fountain Valley Police Department		Fountain Valley
164)	Fremont Police Department		Fremont
165)	Fresno County EMS		Fresno
166)	Fresno County Sheriff's Department		Fresno
167)	Fresno Police Department		Fresno
168)	Fullerton Police Department		Fullerton
169)	Galt Police Department		Galt
170)	Garden Grove Police Department		Garden Grove
171)	Gilroy Police Communications		Gilroy
172)	Glendale Police Department	EE,CP	Glendale
173)	Glendora Police Department		Glendora
174)	Glenn County Sheriff's Department	CE	Willows
175)	Gridley Police Department	CE, HS-	Gridley
176)	Grover Beach Police Department		Grover Beach
177)	Hanford Police Department		Hanford
178)	Hayward Police Department		Hayward
179)	Healdsburg Police Department		Healdsburg
180)	Heartland Communications Facility Authority -		El Cajon
181)	Hemet Police Department		Hemet
182)	Hillsborough Police Department		Hillsborough

#	PSAP NAME	STATUS	LOCATION
183)	Humboldt County Sheriff's Department		Eureka
184)	Huntington Beach Police Department		Huntington Beach
185)	Huntington Park Police Department		Huntington Park
186)	Huron Police Department		Huron
187)	Imperial County Sheriff's Department	HS-I	El Centro
188)	Indio Police Department		Indio
189)	Inglewood Police/Fire Department		Inglewood
190)	Inyo County Sheriff's Department		Independence
191)	Irvine Police Department		Irvine
192)	Irwindale Police Department		Irwindale
193)	Kern County Fire Department		Bakersfield
194)	Kern County Sheriff's Department		Bakersfield
195)	Kings County Sheriff's Department		Hanford
196)	La Habra Police Department		La Habra
197)	La Mesa Police Department		La Mesa
198)	La Palma Police Department		La Palma
199)	La Verne Police/Fire Department	EP,CP	La Verne
200)	Laguna Beach Police Department		Laguna Beach
201)	Lake County Sheriff's Department		Lakeport
202)	LASD - Carson Sheriff's Station	HS-LAS	Carson
203)	LASD - Century Sheriff's Station	HS-LAS	Lynwood
204)	LASD - Cerritos Sheriff's Station	HS-LAS	Cerritos
205)	LASD - Compton Sheriff's Station	HS-LAS	Compton
206)	LASD - Crescenta Valley Sheriff's Station	HS-LAS	La Crescenta
207)	LASD - East Los Angeles Sheriff's Station	HS-LAS	Los Angeles
208)	LASD - Industry Sheriff's Station	HS-LAS	City of Industry
209)	LASD - Lakewood Sheriff's Station	HS-LAS	Lakewood
210)	LASD - Lancaster Sheriff's Station	HS-LAS	Lancaster
211)	LASD - Lomita Sheriff's Station	HS-LAS	Lomita
212)	LASD - Lost Hills/Malibu Sheriff's Station	HS-LAS	Calabasas
213)	LASD - Marina Del Rey Sheriff's Station	HS-LAS	Marina Del Rey
214)	LASD - Metro Transportation Authority	HS-LAS	Los Angeles
215)	LASD - Norwalk Sheriff's Station	HS-LAS	Norwalk
216)	LASD - Palmdale Sheriff's Station	HS-LAS	Palmdale
217)	LASD - Pico Rivera Sheriff's Station	HS-LAS	Pico Rivera
218)	LASD - San Dimas Sheriff's Station	HS-LAS	San Dimas
219)	LASD - Santa Clarita Valley Sheriff's Station	HS-LAS	Valencia
220)	LASD - South Los Angeles Sheriff's Station	HS-LAS	Los Angeles
221)	LASD - Temple City Sheriff's Station	HS-LAS	Temple City
222)	LASD - Walnut/Diamond Bar Sheriff's Station	HS-LAS	Walnut
223)	LASD - West Hollywood Sheriff's Station	HS-LAS	Los Angeles
224)	Lassen County Sheriff's Department	CE	Susanville
225)	Lincoln Police Department	HS-P	Lincoln
226)	Lindsay Police Department		Lindsay
227)	Livermore Police Department		Livermore
228)	Livingston Police Department		Livingston

#	PSAP NAME	STATUS	LOCATION
229)	Lodi Police Department		Lodi
230)	Lompoc Police Department		Lompoc
231)	Long Beach Fire Department		Long Beach
232)	Long Beach Police Department		Long Beach
233)	Los Altos Police Department	HS-SC	Los Altos
234)	Los Angeles City Fire Department		Los Angeles
235)	Los Angeles County Fire		Los Angeles
236)	Los Angeles Police Department		Los Angeles
237)	Los Banos Police Department		Los Banos
238)	Los Gatos Police Communications		Los Gatos
239)	Madera County Sheriff		Madera
240)	Madera Police Department		Madera
241)	Manteca Police Department		Manteca
242)	Marin County Fire Department		Woodacre
243)	Marin County Sheriff's Department		San Rafael
244)	Mariposa County Sheriff's Department		Mariposa
245)	Martinez Police Department		Martinez
246)	Marysville Police Department	CE	Marysville
247)	McFarland Police Department		McFarland
248)	Mendocino County Sheriff's Department	EE,CP	Ukiah
249)	Menlo Park Police Department		Menlo Park
250)	Merced County Sheriff's Department		Merced
251)	Merced Emergency Medical Services		Merced
252)	Merced Police Department		Merced
253)	MetroNet - Metro Cities Fire Authority Comm.		Anaheim
254)	Milpitas Police Department		Milpitas
255)	Modoc County Sheriff's Department	CE	Alturas
256)	Mono County Sheriff's Department		Bridgeport
257)	Monrovia Police Department	EP,CP	Monrovia
258)	Montclair Police Department		Montclair
259)	Montebello Police Department	EP,CP	Montebello
260)	Montecito Fire Protection District		Montecito
261)	Monterey County Emergency Communications		Salinas
262)	Monterey Park Police/Fire Department	EP,CP	Monterey Park
263)	Morgan Hill Police Communications		Morgan Hill
264)	Mountain View Police/Fire Department	HS-SC	Mountain View
265)	Mt. Shasta Police Department	CE	Mt Shasta
266)	Murrieta Police Department		Murrieta
267)	Napa County Communications		Napa
268)	NASA AMES Police Department		Moffett Field
269)	National City Police Department		National City
270)	Nevada County Sheriff's Department		Nevada City
271)	Newark Police/Fire Department		Newark
272)	Newport Beach Police Department		Newport Beach
273)	North County Dispatch		Rancho Santa Fe
274)	Novato Police Department		Novato

#	PSAP NAME	STATUS	LOCATION
275)	Oakdale Police Department		Oakdale
276)	Oakland Fire Department		Oakland
277)	Oakland Police Department		Oakland
278)	Oceanside Police Department		Oceanside
279)	Ontario Fire Department		Ontario
280)	Ontario Police Department		Ontario
281)	Orange County Fire Authority		Irvine
282)	Orange County Sheriff's Department (Harbor		Corona Del Mar
283)	Orange County Sheriff's Department		Silverado
284)	Orange Police Department		Orange
285)	Oroville Police Department	CE, HS-	Oroville
286)	Oxnard Police/Fire Department	CP, HS-	Oxnard
287)	Palm Springs Police/Fire Department		Palm Springs
288)	Palo Alto Police Department	HS-SC	Palo Alto
289)	Palos Verdes Estates Police/Fire Department		Palos Verdes
290)	Paradise Police Department	CE, HS-	Paradise
291)	Pasadena Police Department	EE,CP	Pasadena
292)	Paso Robles Police Department		Paso Robles
293)	Petaluma Police Department		Petaluma
294)	Piedmont Police Department		Piedmont
295)	Pinole Police Department		Pinole
296)	Pismo Beach Police Department		Pismo Beach
297)	Placentia Police Department		Placentia
298)	Placer County Sheriff's Department	HS-P	Auburn
299)	Placerville Police Department		Placerville
300)	Pleasant Hill Police Department		Pleasant Hill
301)	Pleasanton Police Department		Pleasanton
302)	Plumas County Sheriff's Department	CE	Quincy
303)	Pomona Police Department	EP,CP	Pomona
304)	Port Hueneme Police Department		Port Hueneme
305)	Porterville Police Department		Porterville
306)	Red Bluff Police Department	CE	Red Bluff
307)	Redlands Police Department		Redlands
308)	Redondo Beach Police/Fire Department		Redondo Beach
309)	Redwood City Police Department		Redwood City
310)	Reedley Police Department		Reedley
311)	Rialto Police Department		Rialto
312)	Richmond Police Department		Richmond
313)	Ridgecrest Police Department		Ridgecrest
314)	Ripon Police Department		Ripon
315)	Riverside County Sheriff's Department	HS-R	Blythe
316)	Riverside County Sheriff's Department	HS-R	Palm Desert
317)	Riverside County Sheriff's Department	HS-R	Riverside
318)	Riverside Police Department		Riverside
319)	Rocklin Police Department	HS-P	Rocklin
320)	Rohnert Park Police Department		Rohnert Park

#	PSAP NAME	STATUS	LOCATION
321)	Roseville Police Department	HS-P	Roseville
322)	Sacramento City Police Department		Sacramento
323)	Sacramento County Sheriff's Department		Elk Grove
324)	Sacramento Regional Fire Emergency Comm.		Sacramento
325)	San Bernardino County Sheriff's Department		Rialto
326)	San Bernardino County Sheriff's Department		Hesperia
327)	San Bernardino Police Department		San Bernardino
328)	San Bruno Police Department		San Bruno
329)	San Diego County Lifeguards		San Diego
330)	San Diego County Sheriff's Department		San Diego
331)	San Diego Fire Communications		San Diego
332)	San Diego Harbor Police Department		San Diego
333)	San Diego Police Department		San Diego
334)	San Fernando Police Department	EP,CP	San Fernando
335)	San Francisco Dept. Emergency Management		San Francisco
336)	San Francisco International Airport Police		South San
337)	San Gabriel Police Department	EP,CP	San Gabriel
338)	San Joaquin County Sheriff's Department		French Camp
339)	San Jose Police/Fire Communications		San Jose
340)	San Leandro Police Department		San Leandro
341)	San Luis Obispo County Sheriff's Department		San Luis Obispo
342)	San Luis Obispo Police Department		San Luis Obispo
343)	San Marino Police Department	EP,CP	San Marino
344)	San Mateo County Communications		Redwood City
345)	San Mateo Police Department		San Mateo
346)	San Rafael Police Department		San Rafael
347)	San Ramon Valley Fire Protection District		San Ramon
348)	Santa Ana Police Department		Santa Ana
349)	Santa Barbara County Sheriff's Department		Santa Barbara
350)	Santa Barbara Police Department		Santa Barbara
351)	Santa Clara County Sheriff's Department		San Jose
352)	Santa Clara Police Department		Santa Clara
353)	Santa Cruz Regional 9-1-1		Santa Cruz
354)	Santa Maria Police Department		Santa Maria
355)	Santa Monica Police Department		Santa Monica
356)	Santa Paula Police Department		Santa Paula
357)	Santa Rosa Police Department		Santa Rosa
358)	Scotts Valley Police Department		Scotts Valley
359)	Sebastopol Police Department		Sebastopol
360)	Selma Police Department		Selma
361)	Shafter Police Department		Shafter
362)	Shasta County Comm. Center - SHASCOM	CE	Redding
363)	Sierra County Sheriff's Department	CE	Downieville
364)	Sierra Madre Police/Fire Department	EE,CP	Sierra Madre
365)	Signal Hill Police Department		Signal Hill
366)	Simi Valley Police Department	CP, HS-	Simi Valley

#	PSAP NAME	STATUS	LOCATION
367)	Siskiyou County Sheriff's Department		Yreka
368)	Solano County Sheriff		Fairfield
369)	Sonoma County REDCOM Fire & EMS		Santa Rosa
370)	Sonoma County Sheriff's Department		Santa Rosa
371)	Sonora Police Department		Sonora
372)	South Bay Regional Public Comm. Authority		Hawthorne
373)	South Gate Police Department		South Gate
374)	South Lake Tahoe Police Department		South Lake Tahoe
375)	South Pasadena Police/Fire Department	EP,CP	South Pasadena
376)	South San Francisco Police Department		South San
377)	St. Helena Police Department		St. Helena
378)	Stanislaus Regional 9-1-1		Modesto
379)	Stockton Fire Department		Stockton
380)	Stockton Police Department		Stockton
381)	Suisun City Police Department		Suisun
382)	Sunnyvale Police Department		Sunnyvale
383)	Sutter County Sheriff's Department	CE	Yuba City
384)	Taft Police Department		Taft
385)	Tehama County Sheriff's Department	CE	Red Bluff
386)	Torrance Police Department		Torrance
387)	Tracy Police Department		Tracy
388)	Trinity County Sheriff's Department	CE	Weaverville
389)	Tulare County Consol. Ambulance Dispatch -		Tulare
390)	Tulare County Fire Department		Farmersville
391)	Tulare County Sheriff's Department		Visalia
392)	Tulare Police Department		Tulare
393)	Tuolumne County Sheriff's Department		Sonora
394)	Turlock Police Department		Turlock
395)	UC Berkeley Police Department		Berkeley
396)	UC Davis Police Department		Davis
397)	UC Irvine Police Department		Irvine
398)	UC Los Angeles Police Department		Los Angeles
399)	UC Merced Police Department		Merced
400)	UC Riverside Police Department		Riverside
401)	UC San Diego Police Department		La Jolla
402)	UC San Francisco Police Department		San Francisco
403)	UC Santa Barbara Police Department		Santa Barbara
404)	UC Santa Cruz Police Department		Santa Cruz
405)	Ukiah Police Department	EE,CP	Ukiah
406)	Union City Police Department		Union City
407)	Upland Police Department		Upland
408)	US Air Force Beale AFB SFCC		Beale AFB *
409)	US Air Force Edwards AFB Fire Department		Edwards AFB
410)	US Air Force Travis AFB		Travis AFB
411)	US Air Force Vandenberg AFB Police/Fire		Vandenberg AFB
412)	US Army Fort Hunter Liggett Police		Ft Hunter Liggett

#	PSAP NAME	STATUS	LOCATION
413)	US Army Fort Irwin Provost Marshall (MP)		Fort Irwin
414)	US Army Presidio of Monterey Dispatch		Presidio of
415)	US Park Police Golden Gate NRA		San Francisco
416)	US Sequoia National Park		Three Rivers
417)	US Yosemite National Park		El Portal
418)	USMC Camp Pendleton JECC		Camp Pendleton
419)	USMC Logistics Base Barstow - NEBO		Barstow
420)	USMC Miramar Air Station Police/Fire Dept.		San Diego
421)	USMC Twenty-Nine Palms Combat Center -		Twenty-Nine Palms
422)	Vacaville Police Department		Vacaville
423)	Vallejo Police Department		Vallejo
424)	Valley Regional Emergency Communications		Modesto
425)	Ventura County Fire Protection District		Camarillo
426)	Ventura County Sheriff's Department	CP, HS-	Ventura
427)	Ventura Police Department		Ventura
428)	Verdugo Fire Department	EE,CP	Glendale
429)	Vernon Police Department		Vernon
430)	Visalia Police Department		Visalia
431)	Walnut Creek Police Department		Walnut Creek
432)	Weed Police Department	CE	Weed
433)	West Covina Police/Fire Department	EP,CP	West Covina
434)	WEST-COMM - West Cities Police Comm		Seal Beach
435)	Westminster Police Department		Westminster
436)	Whittier Police Department		Whittier
437)	Willits Police Department	EE,CP	Willits
438)	Willows Fire Department	CE	Willows
439)	Yolo Emergency Communications Agency		Woodland
440)	Yreka Police Department	CE	Yreka
441)	Yuba City Police Department	CE	Yuba City
442)	Yuba County Sheriff's Department	CE	Marysville

1.4. TERM/PERIOD OF PERFORMANCE

1) Effective upon approval of the California Department of Technology (CDT), Statewide Technology Procurement (STP), the initial Multiple Award Contract term will be three (3) years.

2) Cal OES, at its sole discretion, may exercise its option to execute four (4), one (1)-year extensions for a maximum Multiple Award Contract term of seven (7) years.

3) The Contractor shall not be authorized to deliver goods or commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance that is commenced prior to the signing of the multiple award contracts shall be considered voluntary on the part of the Contractor and non-compensable.

4) Amendments may occur at any time, consistent with the Terms and Conditions of the Multiple Award Contract and by mutual consent of both parties, subject to approval by the STP under Public Contract Code (PCC) 12100.

5) Period of performance for a PSAP's CPE purchase will continue for the five (5) years, consisting of a one (1) year warranty and four (4) years maintenance included in the purchase price, from the date of system acceptance. The Contractor shall adhere to this Period of Performance even when the multiple award contract term may have expired.

6) If the Contractor receives a CPE request from the PSAP, the Contractor must coordinate with the PSAP to ensure sufficient time to develop a PO Package. A PSAP's PO Package (as described within the CA 9-1-1 Branch Operations Manual Chapter 3 – Funding) must be received by the CA 9-1-1 Branch at a minimum of four (4) weeks prior the Multiple Award Contract expiration to allow time for review, revision, and issuance of a TD-288 Commitment to Fund.

7) The Contractor is required to respond to the PSAP's request for additional CPE monthly maintenance (beyond original purchases five (5) year maintenance term) by providing a quote not to exceed the Cost Workbook pricing in Exhibit 16. Quote must be provided with sufficient lead time to allow PSAP's submittal of required PO to the CA 9-1-1 Branch at a minimum of four (4) weeks prior to expiration of the Multiple Award Contract.

8) If the Contractor subsequently receives PSAP's submittal of PO and the CA 9-1-1 Branch's TD-288 Commitment to Fund additional CPE monthly maintenance, Period of Performance shall continue on a monthly basis for up to an additional twenty-four months (until acceptance of subsequent CPE replacement; or upon PSAP request for termination with thirty days' notice to the Contractor) even if the Multiple Award Contract may have expired.

9) After the multiple award contract expiration date, new orders shall not be issued and are prohibited.

1.5. PROJECT REPRESENTATIVES

The project representatives during the term of this Agreement will be:

Table 1-2 PROJECT REPRESENTATIVES

State:	**California Governor's Office of Emergency Services**	Contractor:	**Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm**
Name:	Alicia Fuller Contract Manager	Name:	Henry Wang
Address	601 Sequoia Pacific Blvd. Sacramento, CA 95811	Address:	3707 Kings Way Room 33 Sacramento, CA 95821
Phone:	(916) 657-6119	Phone:	(213) 422-1152
Fax:		Fax:	(714) 441-0824
e-mail:	Alicia.Fuller@caloes.ca.gov	e-mail:	Hw3126@att.com

Direct all contract inquiries to:

State:	**CA Governor's Office of Emergency Services**	Contractor:	**Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm**
Unit:	**Procurement and Logistics Services Branch**	Attention:	Henry Wang
Attention:	Samantha Patrick Contracts Analyst	Address:	3707 Kings Way Room 33 Sacramento, CA 95821
Address:	3650 Schriever Ave Mather, CA 95655		
Phone:	(916) 845-8157	Phone:	(213) 422-1152
Fax:	(916) 845-8303	Fax:	(714) 441-0824
e-mail:	Samantha.Patrick@caloes.ca.gov	e-mail:	Hw3126@att.com

1.6. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1) Ensure that installation of equipment includes all parts, labor, software and configuration required to deliver and make the system ready for use, and operational with the manufacturer's published specifications.

2) Provide period of performance one (1) year Warranty and four (4) years Maintenance on any system purchased prior to contract termination.

3) Designate a pr imary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.

4) Notify Cal OES, in writing, of all changes in the personnel assigned to the tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will provide suitable substitute personnel. The substitute personnel shall meet all requirements and must be approved in advance of any performance under the Agreement by Cal OES via an approved Amendment if adding a new subcontractor.

5) Perform their duties on the premises of the PSAP facilities located within California, during the best available hours for the PSAP, and at all other times as required to successfully provide the services.

6) Comply with the PSAP's requirements that restrict deliveries to non-peak commute hours in specific locations, or require delivery within defined time frames due to site policies. When applicable, the PSAP will provide the information regarding these policies/or requirements.

7) Provide the PSAP with a copy of the manufacturer's recommended preventive maintenance process and schedule. Preventive (scheduled) maintenance shall be performed in accordance with the manufacturer's recommended preventive maintenance requirements and be consistent with the PSAP's operating requirements.

8) Work closely with PSAPs regarding any of the additional applications and peripheral equipment provided under contract and adhere to any changes and future time-frames listed in the individual requirements.

9) Allow equipment purchased under the Contract to be operated at any time, for any length of time at the convenience of the PSAP, exclusive of the time required for preventive and remedial maintenance.

10) Allow each item of software that is proprietary in nature to be licensed to the PSAP for its use in accordance with the provisions of the Contract and the PSAP shall have unrestricted use of the software.

11) Provide title to equipment, accessories and devices purchased under the Contract shall be vested in the PSAP.

12) Make every reasonable effort to assist the PSAP in procuring the use of equipment compatible with that provided under this Contract to meet emergencies such as major outages or unforeseen peak loads. The PSAP may accept or reject the offer of use of emergency equipment. If accepted the charge for such use, if any, shall be a separate Purchase Order (PO) arrangement between the PSAP and the Contractor.

13) The Contractor will, within five (5) State business days after initial problem notification, respond to Cal OES by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to Cal OES's initial problem notification within the required time limits may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

14) Submit a system diagram, depicting data flow and interconnection requirements.

15) As the Prime, be responsible for all the terms and conditions of this Contract regardless if a failure occurs in any portion of their system or their Subcontractors.

1.6.1. Labor Classifications

Contractor shall make available each of the labor classifications listed below. Pricing for these classifications shall be provided in Exhibit 16 Cost Worksheet #2, Labor Rates. For each labor classification all individuals used by the Contractor through teaming agreements or sub-contracting arrangements shall meet these following requirements:

1.6.1.2. Factory-Trained Technician

The definition of a Factory-Trained Technician is a technician who has passed a certification/training course taught by factory or factory approved personnel for the system he/she must install and maintain. All training courses provided by other than the manufacturer's own personnel must be recognized and approved by the manufacturer, if the Contractor asserts that an employee is factory-trained. A Factory-Trained Technician is able to diagnose all Major and Minor system alarms, provide hardware and software repairs, provide to the PSAP recommendations regarding user defined software and make changes to the user defined software. Contractor shall provide proof of Factory-Trained Technician certification upon use of this labor classification to the State.

1.6.1.3. Technician

The definition of Technician is a person who has basic telephone skills that has been provided instruction by a Certified Factory-Trained Technician for the system he/she must maintain at a level that the Technician is able to view all Major and Minor system alarms, provide hardware replacements and software repairs and provide to the PSAP recommendations regarding user defined software, under the direction of a Certified Factory-Trained Technician. Contractors shall detail the training that will be provided to a Technician.

1.6.1.4. System Engineer

For the purposes of the resulting Contract, a System Engineer is a person that has at least three (3) years' experience in 9-1-1 applications for CPE call-taking systems. A System

Engineer shall be capable of engineering all of the systems that that the Contractor proposes or sells through the resulting Contract.

1.6.1.5. Project Manager

A Project Manager shall have provided project management support on behalf of a 9-1-1 emergency call processing system provider for at least three (3) distinct installations. Full time support of another Project Manager on an installation may be considered to meet this experience requirement. The Project Manager will act as the single point of contact to the PSAP manager (or their designee) and will be available to the PSAP manager during the implementation of a new system and will be on-site during cutover to the new system.

1.7. ORDERING PROCESS

Following the 9-1-1 CPE System PSAP User Instructions, PSAPs will submit orders accordingly. The ordering process that the CA 9-1-1 Branch uses is detailed in the 9-1-1 Operation Manual, Chapter III, Funding. The Operations Manual can be viewed at:

http://www.Cal OES.ca.gov/for-businesses-organizations/plan-prepare/ca-9-1-1-operations-manual

1.7.1. 9-1-1 CPE System Diagrams

As part of the ordering process for the 9-1-1 CPE Turn-key or Host-Remote System, the Request for Offers (RFOs) to the PSAPs shall include system diagrams using Microsoft Visio or similar to depict:

1) System connectivity;

2) Data flow;

3) Interconnection Requirements;

4) System NG9-1-1 functionality including connectivity to network (if necessary);

5) IWS equipment;

6) PC hardware Requirements;

7) Interfaces to any PSAP auxiliary equipment (i.e. CAD, log recorder);

8) Interfaces to any PSAP Itemized Items;

9) Interfaces to any peripheral equipment ordered

1.7.2. Examples of System Orders using Price Worksheets

1.7.2.1. 9-1-1 CPE Turn-key Example

A PSAP requiring an individual Turn-key System with five (5) positions would simply use the Price Worksheet Tab #1 of Exhibit 16, Line Item #4. A PSAP requiring an individual Turn-key System with 25 positions would select one (1) unit from Line #19, and five (5) units from Line #20. A PSAP with an individual Turn-key System already installed that requires an additional three (3) IWSs, would select three (3) units from Line #21.

1.7.2.2. Itemized Example

A PSAP requiring any itemized item from the Itemized Price Worksheet, Tab #2 of Exhibit 16 would simply select their unit of measure for each item desired. PSAPs requiring larger sized monitors would select the appropriate itemized Line Item, #s 3 or 4, and then the monitor in the 9-1-1 Turn-key or Host-Remote System would be di scounted. A PSAP requiring additional Legacy Network capacity for CAMA or 10-digit would use Line #5. PSAPs converting to an IP Network would select the IP Interface Gateway/Appliance from Line # 6. A PSAP who has their own UPS for backroom equipment or a small units at the IWSs, will expect, at a minimum, the unit price listed on Line #s 8 and 9 shall be discounted from the 9-1-1 Turn-key or Host-Remote System.

1.7.2.3. 9-1-1 CPE Host-Remote Example

Host-Remote Systems with multiple Remote PSAPs will use the Price Worksheet on Tab #3 of Exhibit 16. A Host-Remote System with two (2) Remote PSAPs with two (2) positions each and two (2) Remote PSAPs with five (5) positions each would select one (1) unit from Line #1 for the first Host, one (1) unit from Line #2 for the second Host, two (2) units from Line #4 and, two (2) units from Line #7. At the time of installation, if the Host-Remote System required a Remote PSAP with 24 positions, one (1) unit from Line #22 and four (4) units from Line #23. After initial installation, if the Host-Remote System needed an additional position at the two (2) PSAPs with two (2) positions, they would select two (2) units from Line #24 is selected. After the initial installation, if the Host-Remote System needs to expand and add an additional Remote PSAP, with six (6) positions they would select one (1) unit from Line #8, and two (2) units from Line #25 to add another PSAP to each Host.

The host server of the Host-Remote System is priced for the host not installed at a PSAP. If a Host-Remote System is designed to have a host server at a PSAP, then the Contractor may discount the price on the order.

1.8. UNPLANNED DOWN-TIME DISCLOSURE AND ROOT CAUSE ANALYSIS

In the event CPE equipment is impacted by unplanned down-time, (such as a failure), the Contractor shall provide the CA 9-1-1 Branch and PSAPs with a written disclosure statement within two (2) calendar weeks via email which shall include but not be limited to:

1) The component that failed;

2) The duration (including start time and end time) the component was impacted;

3) Impact to the overall system due to the component failure – including impacted PSAPs by Federal Communications Commission (FCC) Identification (ID); and

4) Corrective action taken to recover the component.

The disclosure statement shall be provided by the Contractor proactively without request from Cal OES and/or the Local Agency/Agencies.

In addition to the above disclosure the Contractor shall provide a root cause analysis to the CA 9-1-1 Branch and Local Agency/Agencies within 15 business days. If a complete root cause analysis cannot be provided the Contractor shall provide an initial root cause analysis within 15 business days and then update the CA 9-1-1 Branch and PSAPs every five (5) business days until root cause is determined.

Root cause analysis shall identify the root cause of failure and corrective action to prevent a like failure in the future.

1.9. INSTALLATION DATE

A PSAP is a Public Agency authorized under Government Code Section 53102 to perform the functions of a PSAP. Orders from the PSAP must be completely installed and ready-for-use within 180 calendar days After Receipt of Order (ARO) as indicated on the PO.

The installation date may be changed by mutual consent of the Contractor and the PSAP; however, the System Installation Schedule must be completed/updated with the revised dates. Such deferment shall not exceed 60 calendar days, except by mutual agreement. In the event of an agreed change to the installation date, the Contractor will provide a revised Contractor's SOW to the PSAPs and to the CA 9-1-1 Branch.

1.9.1. Restricted Delivery Hours

The Contractor shall comply with the PSAP's requirements that restrict deliveries to non-peak commute hours in specific locations, or require delivery within defined time frames due to site policies. When applicable, the PSAP will provide the information regarding these policies/or requirements.

1.9.2. Site Survey

As part of the RFO for the PSAP, the Contractor shall prepare a floor plan of the Communications Operations Room showing the location of each item of equipment and detailing the current electrical power, common ground and environmental control facilities. The Contractor shall prepare a floor plan of the Equipment Room showing the location of each item of back-room equipment and detailing the current electrical power and environmental control facilities. The Contractor shall review and comment on the adequacy of the PSAP's facility, including but not limited to, the adequacy of the furniture, lighting, floor plan, environmental control, cabling, demarcation room and equipment room to support the installation of the 9-1-1 system. The PSAP shall permit free access, subject to security restrictions at the site, for the purpose of reviewing facility readiness.

Specifications shall include the operating voltage required, maximum current under peak conditions (in amperes), power consumed (expressed in watts), temperature range within which the equipment is designed to operate, the humidity range within which the equipment offered is designed to operate, grounding required, the equipment heat producing pattern under normal operating conditions (expressed in British Thermal Units (BTUs) for each specific Model Cluster), and the type and number of power receptacles required. All modifications specified to prepare the facilities must be detailed in the Contractor's SOW.

The Contractor shall provide a pre-installation checklist to insure that the PSAP has met all installation obligations prior to the Contractor installing the equipment. Absence of a pre-installation checklist shall mean that the Contractor is offering equipment that has no Minimum or maximum environmental specifications.

On or before the Facility Readiness Date, the PSAP shall cause the site to be prepared in accordance with the Contractor's site preparation specifications unless the Contractor has agreed to be responsible for such site preparation. The Contractor will provide a written certification that the modifications detailed on the pre-installation checklist have been completed in accordance with the Contractor's requirements.
Subsequent alterations or modifications to the site which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which involve additional expense shall be made at the expense of the Contractor, to the extent that such costs would not have been incurred had the complete and/or correct specifications been initially provided. If such site alterations cause a delay in the installation, the provisions of Section 1.17, Attachment 1.0, Contractor's Monthly Activity Report and Section 1.16 shall apply.

1.9.3. Certification of Facility Readiness

If required, Cal OES and/or PSAP will modify PSAP site facilities to meet the Contractor's specifications at Cal OES and/or PSAP expense. Upon completion the Contractor will be required to certify in writing that the modifications have been completed and satisfy the Contractor's requirements before delivery.

1.9.4. Certification of Equipment Readiness

Equipment must be installed and certified ready for acceptance testing by the agreed to installation date and Acceptance Test Plan between the Contractor and PSAP. Such certification must be in writing and presented to the individual specified in Attachments 3.0 and 3.1, Contractor's Sample Statement of Work.

1.9.5. Relocation

Relocation refers to a PSAP moving to a different location on a long-term basis. This includes packing up all CPE and associated equipment purchased under this contract and transporting to another location and reinstalling it for operational use.

1) If it is necessary and in the best interest of the PSAP to move the equipment purchased under this Contract from a PSAP location to another, except in an emergency situation, the PSAP will notify the Contractor in writing or electronically, a minimum of six (6) months in

advance of the anticipated move date, that the move is scheduled to take place. The PSAP will provide their PO number, date of disconnection, the locations from and to where the equipment is to be moved, and the re-connection date, if more than five (5) business days after the disconnect date. The Contractor and PSAP will mutually agree on a reasonable amount of time to accomplish disconnection, relocation, reconnection and having the equipment ready for use. Cal OES will only pay for 30 days of overlapping network costs. After 30 days is exceeded, billing from vacated PSAP premises will be transferred and become the responsibility of the PSAP. Confer with CA 9-1-1 Branch current Operations Manual policy.

2) The PSAP will reimburse the Contractor for all transportation, transit, risk insurance, rigging, packing, unpacking and drayage charges for such relocation performed by the Contractor; however, the Contractor shall maintain responsibility for the equipment at all times during the move.

3) If the Contractor does not relocate the equipment by the mutually agreed date, the SLAs, as specified in Section 1.17.1, System Readiness: Hardware and Software, shall apply. Contractors should note that the SLAs shall be the same as for late deliveries.

4) On, or before, the scheduled reconnect date, the Contractor shall disconnect affected equipment, physically move (relocate) and reconnect and certify the equipment at the new location.

5) In the case of an emergency PSAP CPE relocation, all noted timelines are subject to negotiation on a case-by-case basis with the Contractor.

6) Rearrangement of equipment at a single site or for the convenience of the PSAP, shall be at the PSAP's expense. If the Contractor is asked to move and reinstall equipment at a different facility, the Contractor shall not exceed the hourly Labor Rates bid in Exhibit 16. However, the cost for other services not normally associated with a same facility MACs, such as moving van equipment and personnel, will be negotiated between the Contractor and PSAP on a case-by-case basis for each re-location.

1.9.6. Moves, Adds and Changes (MACS)

MACs refers to changes in system application configurations to facilitate PSAP operations or moving equipment from one location to another in the same facility or adding additional equipment to completed installations.

1) The Contractor shall provide routine MACs as requested by the PSAP. When performing MACs, the Contractor will not bill for travel time to and from the PSAP or preparation time, only the time spent actually performing the MACs.

2) There shall be a one (1) hour minimum charge for all MACs. For those MACs that are performed routinely, such as adding or deleting new Telecommunicator Intelligent Workstations (IWSs), changing speed dial numbers, etc., the Contractor shall provide training to the PSAP System Administrator when performing these MACs.

3) Contractor shall detail the process for the PSAP to request routine MACs, how the Contractor will perform on-site versus off-site MACs and the anticipated turn-around time to completion, each time a request is made. All routine MACs shall be accomplished within a mutually agreed upon number of days from the date request is submitted to the Contractor.

4) All costs for MACs will be directly billed to and paid by the PSAP, not to exceed the hour Labor Rates bid in Exhibit 16. If the contractor is asked to move and reinstall equipment at a different facility, the Labor Rates established by this Contract will apply to similar activities performed, such as those described above, while the cost for other services not normally associated with a same facility MAC, such as moving van equipment and personnel, may be negotiated on case-by-case basis for each relocation.

1.9.7. Documentation

The Contractor shall provide copies of all non-proprietary manuals and other printed materials, including updated versions, which are useful and necessary to the PSAP in its use of the equipment or software provided at prices listed in Exhibit 16, Cost Workbook. Contractor shall provide one (1) hard copy and one (1) softcopy for multiple distributions and Web access to updates.

1.10. FREIGHT

1.10.1. Transportation

1) Shipments to and from the installation site shall be the responsibility of the Contractor. Equipment shall be transported by commercial carrier, or Contractor owned carrier, in a padded van or air freight.

2) Equipment shall be preserved, packed and marked in accordance with the Contractor's standard practice. All deliveries of purchased equipment and software shall be Freight on Board (F.O.B.) - DESTINATION.

3) The Contractor shall bear the cost of transportation, rigging, and/or drayage whenever equipment is shipped or moved for mechanical replacement purposes.
4) The Contractor shall dispose of any packing material and debris. Post installation, the Contractor shall pay transportation charges for the removal of empty packing cases.

5) Upon notification, as stipulated in the Section 1.9.5, the PSAP reserves the option, with concurrence from the Contractor (such concurrence not to be unreasonably withheld), to arrange and pay for all transportation, rigging and drayage charges for such relocation.

The PSAP shall use a commercial carrier with a padded van properly constructed and equipped for shipment of electronic equipment. Any subsequent moves are not paid by Cal OES, but may be negotiated between PSAP and Contractor, when the equipment is moved from one PSAP location to another.

1.10.2. Packing and Unpacking

1) Supervision of packing, unpacking and placement of equipment shall be furnished by the Contractor during the Contractor's normal working hours without additional charge to the PSAP.

2) Rearrangement of equipment on the same site for PSAP convenience shall be at PSAP expense.

1.10.3. Risk of Loss or Damage

The PSAP shall be relieved from all risk of loss or damage to the equipment purchased under this Contract during periods of transportation, installation and during the entire time the equipment is in the possession of the Contractor, except when such loss or damage is due to the fault or negligence of the PSAP. Loss or damage not due to the fault or negligence of the PSAP shall be verified through a legal claims record such as a police or fire report. The PSAP assumes risk of loss or damage for equipment after formal Acceptance of installed systems.

1.10.4 Acceptance Testing and Continuing Standard of Performance Acceptance Testing Criteria

1) The Contractor shall issue a certificate of system readiness to the PSAP when equipment and software are installed and ready for acceptance testing. Acceptance testing shall commence on a date and time mutually agreed upon by the PSAP, within 10 business days, following receipt of the certificate of system readiness and shall end when the equipment and software have met the standard of performance Acceptance Testing Criteria for a period of 240 consecutive hours. Operation of the equipment and software to confirm proper installation shall be considered to be a part of the acceptance test. It is not required that the 240 consecutive hour period expire in order to begin a subsequent acceptance testing period.

2) Equipment and software shall not be accepted by the PSAP and no charges will be paid by the PSAP or the CA 9-1-1 Branch until all of the items on Attachment 4.0, 9-1-1 CPE System Acceptance and Authorization Checklist are met. Upon the successful completion of the acceptance testing period and within five (5) business days, the PSAP shall execute the System Acceptance and Authorization Checklist and provide copies to the Contractor and the CA 9-1-1 Branch.

3) The standard of performance for acceptance testing is defined as the operation of equipment and/or software at an average level of effectiveness of 99.999% for a period of 240 consecutive hours. For acceptance testing purposes, the average effectiveness level

is a percentage figure determined by dividing the Scheduled Operational Hours (SOH) minus down-time by the SOHs. In addition, the equipment shall operate in at least minimal conformance with the Manufacturer's official published specifications applicable to such equipment on the date of this Contract. The Contractor shall provide the published specifications applicable to each piece of equipment, if requested by the PSAP.

4) Down-Time, for acceptance testing purposes is that period of time when the system installed at one location is incapable of performing all of the functions for which the installation was intended (during SOH), due to a malfunction of the system or its operating software, excluding all external factors. During a period of system down-time, all equipment and software that are part of the system shall be made available to the Contractor to facilitate prompt repair. During this time the PSAP may use operable equipment and software where such use does not interfere with the Contractor's efforts to restore service and where Contractor's permission for such use is given (such permission not to be unreasonably denied). In the event that the system is required by the Contractor for testing or exercising of failed equipment but is not made available by the PSAP when requested, system down-time shall not accrue during the interval between the time of Contractor's request and the time that the system is made available to the Contractor.

5) The required effectiveness level shall apply separately to a system and to each Contractor's supplied remote equipment unless the PSAP and the Contractor agree otherwise. The effectiveness level of the system supplied by the Contractor shall be computed to exclude Down-Time attributable to equipment, cables and wires not supplied by the Contractor.

6) If the PSAP uses the system when the system or subsystem is down, as Down-Time is defined above, use of the system shall be excluded from the level of effectiveness computation, as will any down time resulting from system failure during such use.

7) The PSAP shall maintain appropriate records to validate that all requirements of this section concerning acceptance testing are met. SOHs and down-time shall be measured in hours and whole minutes. If meters are used to record the time, the meter readings will be converted into hours and whole minutes on a daily basis.

8) When a system involves on-line equipment that is remote to the basic installation, the required effectiveness level shall apply separately to the system and to the remote equipment.

9) During the acceptance testing period, all the preventative maintenance time shall be excluded from the acceptance testing period hours. System failure down-time shall be measured by those intervals during the acceptance testing period between the time that

the Contractor is notified of the system failure and shall end when the system is returned to the PSAP in operating condition.

10) During the acceptance testing period, if the Contractor is notified that the system is not performing as intended, Contractor shall adhere to the response time requirements specified in Remedial Maintenance. All maintenance service and parts shall be furnished by the Contractor without charge during an unsuccessful period of acceptance testing on the same basis as set forth herein concerning maintenance unless such maintenance service and parts are required as a result of the fault or negligence of the PSAP.

11) The PSAP may, upon written notice to the Contractor and the CA 9-1-1 Branch that is at least 15 calendar days prior to the scheduled start of the acceptance testing, delay the start of the acceptance testing period, but such delay may not exceed 30 consecutive calendar days. Delays that exceed 30 days shall be referred to the CA 9-1-1 Branch for dispute resolution.

12) If the system does not meet the standard of performance within 90 consecutive calendar days after the start of the acceptance testing, the PSAP shall have the option to request a replacement system, extend the performance period or terminate the order (or portions thereof) and seek relief as provided by the Rights and Remedies of State for Default provision in the contract. The PSAP's option shall remain in effect until such time as the system meets the performance criteria, or 180 consecutive calendar days after the start of the acceptance testing, whichever occurs first. If the system has not met the standard of performance by 180 calendar days after installation the PO order under which the defective system is being installed may be cancelled. If the CA 9-1-1 Branch determines the same type of system has not met the standard of performance at more than three (3) planned installations, the system or affected components of the system may be removed from the Contract at the discretion of the CA 9-1-1 Branch.

1.10.5. System Acceptance Testing

Acceptance testing is intended to ensure that the system acquired operates in substantial accord with the Manufacturer's technical specifications, is adequate to perform as warranted by Contractor's response to the requirements of this Contract and evidences a satisfactory level of performance reliability, prior to its acceptance by the PSAP. If the system to be installed includes operating software as listed in the PO, such operating software shall be present for the acceptance test unless substitute operating software acceptable to the PSAP is provided. Acceptance testing is required for all newly installed technology systems, subsystems and individual equipment which are added, or field modified (modification of equipment from one model to another) after a successful performance period.

The PSAP shall begin acceptance testing on a mutually agreed date and time within 10 business days of a Contractor issuing a certificate of system readiness to the PSAP. If the system fails any portion of acceptance testing, the Contractor shall be notified by the PSAP

immediately of the failure, with written confirmation to be provided in not more than five (5) business days. Control of the system shall immediately be given to the Contractor if the system performs so poorly that it poses a potential threat to public safety and the original 9-1-1 system being replaced is still functional. If the system performs in compliance with this Contract and does not pose a threat to public safety, but does not operate as intended by the manufacturer, the PSAP will continue using the system while the Contractor affects repairs. The system shall not be deemed to be accepted until the Contractor re-certifies such installation and the above referenced test is successfully completed.

In the event the system does not meet the standard of performance during the initial 10 days, the acceptance tests shall continue on an hour-to-hour basis until the standards of performance are met for 10 days. The acceptance-testing period shall not be delayed due to a PSAP request to make a change within a system's featured functionality. All problems that occur during the acceptance testing period that can be quickly remedied by making a change to the system shall only delay the acceptance testing the amount of time from when the problem was first reported to the Contractor to the time the adjustment successfully remedies the problem. Failures during acceptance testing period caused by sources outside of the Contractor's control shall not be deemed as cause to delay the acceptance testing period.

At the request of the Contractor, the PSAP shall make available not only the failed system, but also the equipment that must be utilized by the Contractor to identify the cause of failure and to accomplish the repair.

Systems shall not be accepted by the PSAP or CA 9-1-1 Branch, and no charges associated with such system shall be paid by the PSAP or CA 9-1-1 Branch, until the Contractor has demonstrated that the Contractor has satisfactorily provided all of the equipment and functionality per Attachments 4.0 and 4.1, 9-1-1 CPE System Acceptance and Authorization Checklists.

1.10.6. Acceptance Testing For Software (Other Than Operating System Software)

Acceptance testing is required for all Contractor-supplied software supplied under this Contract including all software initially installed, improved versions (new repurchases) of this software, software which has been altered (modified) by the Contractor to satisfy PSAP requirements, and all substitute software provided by the Contractor in lieu thereof, unless otherwise provided herein. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Manufacturer's technical specifications and meets the PSAPs performance specifications. The specific procedures for the accomplishment of such tests are as stated in Acceptance Testing Criteria.

Following certification by the Contractor that programming aids, program products and applications listed in the PO have been delivered ready for PSAP use, the PSAP shall test each such programming aid, program product or application, in accordance with the Acceptance Testing Criteria.

If the Contractor has written application programs, the PSAP will provide test data and the Contractor will provide a test master and all output formats for such programs. The PSAP will process input transactions against the master file and produce the updated old and new master files to ensure that all transactions were applied correctly. All outputs will be checked

for accuracy, format and quality, and the programs will be accepted when the PSAP confirms that the application programs meet the specifications to which they were written.

1.11. SYSTEM REPLACEMENT AND PARTICIPATION

Following PSAP acceptance testing period, if during a 30 consecutive day period the system does not achieve the required level(s) of availability, the PSAP will notify the Contractor in writing.

If the Contractor fails to bring the system to the required average availability level during the succeeding 30 consecutive days after notification by the CA 9-1-1 Branch, the PSAP may require the Contractor to replace the equipment failing to meet the standard of performance. Replaced equipment must also meet acceptance testing following installation as set forth in Acceptance.

During the term of the Contract if three (3) or more purchased installations are cancelled or are replaced for failing to meet this continuing standard of performance, the CA 9-1-1 Branch, at their sole discretion, may remove the identified system or affected components of the system from this Contract. There will be no cost to Cal OES or PSAP by a Contractor if a component of their equipment is removed from the Contract to include increase of cost for any system or components that remain on the Contract. This does not abridge Cal OES's rights under GSPD 401IT (09/05/14) Section #25, Rights and Remedies of State for Default.

1.12. PROJECT MANAGEMENT

For each installation of a 9-1-1 system, the Contractor shall assign a Project Manager with knowledge and experience in managing system installations of similar complexity at no additional cost to the PSAP or the CA 9-1-1 Branch. All installations shall use industry accepted project management methodology throughout the project.

The Project Manager shall be the single point of contact between the Contractor and the PSAP throughout the installation and acceptance process. The Project Manager will be responsible for coordinating with the PSAP all aspects of the installation including project scheduling, installation of equipment, training, problem resolution, acceptance testing, contractual and technical issues and answering all questions the PSAP may have.

The Contractor shall assign a Project Manager who is familiar with 9-1-1 networks and Internet Protocol (IP) networks, as well as the proposed system.

1.13. SCHEDULE/PROJECT PLAN

The Contractor shall submit an implementation schedule. The schedule shall include delivery timeframe and complete transition timeframes. The project plan shall break out completion of key project milestones as agreed to between the Contractor and PSAP.

The project plan shall be a task-oriented Gantt chart detailing the system installation, clearly identifying all external dependencies outside of the Contractor's control for a system and expected timelines.

An example of items that may be considered key milestones would be the network connection dependencies for core services, installation of equipment, approval of testing plans, testing of equipment. This is a sample and is not all inclusive of potential milestones.

1.14. MAINTENANCE

1.14.1. General

Equipment and Software shall be maintained in good operating condition to ensure the Continuing Standards of Performance prescribed criteria of Acceptance Testing of this Contract are met. The Contractor is responsible to maintain the equipment purchased under this Contract in good operating condition and shall always be responsive to the maintenance requirements of the PSAP. All such maintenance service, including parts, software support and labor, shall be furnished after the warranty period for up to four (4) years after the warranty period. Maintenance includes Software Support.

1.14.2. Maintenance Coverage

The Contractor shall provide maintenance (labor and parts) and keep the equipment in good operating condition. Maintenance parts will be furnished by the Contractor and will be new or equivalent to new in performance when used for this equipment. Contractor is responsible for disposal of replaced parts removed during maintenance.

Contractor shall provide full maintenance coverage 24 hours per day, seven (7) days per week, 365 days a year (24x7x365).

1.14.3. Upgrades and Planned Maintenance Down-Time

The proposed 9-1-1 CPE Systems shall not be adversely impacted by downtime planned maintenance. It is acceptable that individual components or elements have downtime for planned maintenance.

1.14.4. Planned Maintenance

Planned maintenance shall be performed in accordance with a Standard Operating Procedure (SOP) mutually agreed to by the State and Contractor designed to mitigate the operational impact of such maintenance. Scheduled downtime must be coordinated with Cal OES/CA 9-1-1 Branch and affected PSAPs with at least five (5) business days advance notice prior to performing the scheduled downtime in order for the downtime not to be calculated into the monthly availability.

Contractor's shall disclose any service impact, limitation or operational issue that may arise as a consequence of planned maintenance and shall propose mitigation for the known impact, limitations or operational issues as part of the SOP.

1.14.5. Software Support

Contractor shall provide software support for equipment acquired under this Contract. Software includes the operating parameters required by the PSAP for the applicable control

unit. This includes newly acquired control equipment as well as changes to existing equipment acquired under this Contract.

Software support must be available through term of Contract. The Contractor's software support must include a telephone number for both voice and facsimile communication that is free to any Telecommunicator within the PSAP.

Contractor shall apply necessary modifications to the CDR XML to meet the CA 9-1-1 Branch standard. Contractor shall defer questions and clarifications to the CA 9-1-1 Branch CPE Contract Manager for the most current requirements. Within six (6) months of notification of change in the CDR XML standard, the Contractor shall provide the enhancements and a sample of the data string that is produced by the CPE, along with a detailed description, that demonstrates how all of the data elements will be presented. Upon completion of the required CDR XML enhancements, all equipment installed under this Contract shall receive a software update to comply with the revised standard.

1.14.6. Remedial Maintenance

Contractors shall track the status of each Major and Minor Failure through the Trouble Ticket Log described in Section 1.19.2. Contractors shall provide the telephone number of their customer support center to each PSAP with whom they have a maintenance contract for reporting Major and Minor Failures. The Contractor's customer support center telephone shall be answered 24 hours a day, seven (7) days a week by a live person. The Contractor's customer support center will be responsible for coordinating the resources necessary to correct Major and Minor Failures and for accurately updating the Trouble Ticket Log.

The 9-1-1 CPE System shall be capable of alerting PSAP personnel of system alarms by the use of a signaling device in the PSAP. This device shall provide for an audible or visual alarm. The device shall provide a cutoff option to disable alarms in progress and must be automatically reset upon removal of the alarm condition or should a new alarm occur.

1.14.7 Remote Maintenance

The Contractor shall provide maintenance as described herein:

1) Full diagnostic access to all major components of the 9-1-1 CPE System;

2) Capability to disable or enable system ports to bypass failed ports;

3) A list of the most frequently failed components and the success rate of remote reports for these components;

4) Capability to access accumulated statistics on 9-1-1 CPE System performance such as error messages, power failures, etc.;

5) Description of the ability and types of software that can be remotely updated/replaced; and

6) Confirmation that access to the system will be password protected.

1.14.8 Telephone Line Repairs

If the PSAPs notifies the Contractor of a problem with the 9-1-1 system and the Contractor determines that the problem lies with the telephone company service provider, the Contractor, will be responsible for notifying the PSAPs that the problem lies with the local telephone line service provider.

1.14.9 Warranty

1) Notwithstanding GSPD 401IT (09/05/14) Section #18, Warranty, the Contractor warrants that all equipment provided under the authority of this Contract, when installed, will be in good working order, will be fit for the manufacturer's intended purpose and will conform to the Contractor's official published specifications.

2) Except as provided elsewhere in this Contract, the Contractor's obligations and liabilities with respect to this specific warranty provision are limited to the repair or replacement of any parts, software or equipment when either Cal OES or the Contractor determines that the equipment does not conform to the warranties stated herein.

3) The Contractor shall warrant the equipment and software to perform per the manufacturer's specifications for a period of one (1) year after acceptance. The Contractor shall furnish all warranty services and parts for a period of one (1) year beginning on the first day following System Acceptance at no cost to Cal OES, provided that such maintenance service or parts are not required because of accident, neglect, misuse, failure of electrical power or air conditioning, humidity control or causes other than ordinary use. Any such service required as a result of erroneous site preparation specifications furnished by the Contractor or otherwise required due to the fault or negligence of the Contractor, shall be provided by the Contractor at no additional charge. All replaced parts shall be property of the Contractor. Prior to the expiration of the warranty period, whenever equipment is shipped for mechanical replacement purposes, the Contractor shall bear all costs for such shipment including, but not limited to, costs of packing, transportation, rigging, drayage and insurance.

4) Service pursuant to this warranty will be furnished by the Contractor's nearest service location. The Contractor shall have prompt access to the equipment, subject to the PSAP's standard security requirements, to perform this service. There shall be no charge to travel expense associated with services for which the Contractor is responsible under this warranty provision.

5) When non-Contractor software is used by the PSAP and as a result the Contractor's maintenance diagnostic routines do not pinpoint the failure, the PSAP shall pay for the time spent by the Contractor in diagnosing the failure at the applicable per-call rate per man-hour then in effect.

6) When the Contractor is called to perform remedial maintenance service on the equipment and by mutual agreement it is determined that either no failure existed or that the service was outside the scope of this warranty, the PSAP shall pay for the travel expense in accordance with the State's then current short-term travel expense policy as stated in the State Administrative Manual Chapter 0700 (http://sam.dgs.ca.gov/TOC/700.aspx) and the time spent by the Contractor at the applicable time and materials rates then in effect.

7) Unless otherwise mutually agreed upon, the Contractor shall not be required to adjust or repair any equipment or part thereof if it would be impractical for the Contractor personnel to do so because of alterations made to the equipment or part thereof by or on behalf of the PSAP. The Contractor shall be responsible for interfaces with plug compatible equipment that is attached to the current controllers. Increased service pursuant to this warranty caused by any alteration or attachment shall be paid for by the PSAP at the applicable time and materials rates as stated in Exhibit 16, Cost Workbook, unless the Contractor elects not to apply such charge on an individual occurrence basis.

1.14.10. Equipment Replacement

When 9-1-1 CPE System equipment fails to function in the manner for which it was designed to the extent that the PSAPs ability to answer 9-1-1 emergency calls is adversely affected, the Contractor will make every attempt to satisfactorily resolve the problem.

After the PSAP's initial purchase from a Contractor, all commonly available components may be replaced at the risk and discretion of the PSAP. With the written consent of the Contractor, the PSAP may replace commonly available components that meet or exceed the manufacturer's specification. If certification or testing is required, the Contractor shall provide a price to the PSAP before proceeding with such certification process or testing. Such replacements of Contractor's equipment will be at the PSAP's expense, and shall be allowed by the Contractor if, in the Contractor's opinion, no safety hazard or system degradation of Contractor's remaining equipment or software is caused by such replacements. Maintenance agreements for replaced items may be separate from the maintenance for all Contractor provided equipment. Disputes regarding the use of commonly available components shall be resolved in accordance with GSPD 401 IT.

1.14.11. Replacement Parts

Contractor shall maintain an inventory of critical spare components and parts necessary to keep the 9-1-1 CPE systems running properly for all PSAPs to which the Contractor is responsible for providing support under this Contract. The spare components and parts shall be maintained in storage facilities that are located close enough to meet the Time to Repair objectives of the Service Level Objectives for Major and Minor Failures.

The spare components and parts inventory shall include, at a Minimum, power supplies, system boards, hard drives, Uninterruptable Power Supply (UPS) devices, computer monitors, computer keyboards, computer fans, and similar equipment. All replacement components and parts shall be available to authorized Contractor repair personnel on a 24x7x365.

1.14.12. Technology Refresh

Cal OES expects to allow for Technology Refresh as long as it is an evolution of existing technologies on the Contract. What the Contract offers, will be considered to be added as an amendment to the Contract at the State's sole discretion.

Contractor(s) are required to:

1) Support this effort throughout the life of the resulting Contract.

2) Proactively report to Cal OES Contract Manager at least every six (6) months, or as needed, based on changes in technology and make recommendations for changes in technology offerings.

3) Technology offered during technology refresh shall meet all current National Emergency Number Association (NENA) i3 requirements.

4) At the time of refresh notification, Contractor(s) shall provide to Cal OES Contract Manager the following:

   a) A side by side comparison of the proposed new technology to the existing technology being replaced and its corresponding common configuration.

   b) An up to date Road Map of the technology proposed to refresh the services.

   c) An updated Cost Worksheet containing the items offered.

1.15. MAINTENANCE SERVICE EXCLUSIONS

Maintenance service does not include:

1) Electrical work external to equipment or maintenance of accessories, alterations, attachments or other devices not listed in Cost Workbook;

2) Repair of damage or increase in service time caused by accident or disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation; neglect or misuse; alterations which include, but are not limited to, any deviation from Contractor's physical, mechanical or electrical equipment design; attachments, which are defined as the mechanical, electrical or electronic interconnection to Contractor equipment or non-Contractor equipment and devices not supplied by Contractor;

3) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment with all facilities prescribed by the appropriate Contractor Installation Manual; Physical Planning (including, but not limited to, failure of, or failure to provide adequate electrical power, air-conditioning or humidity control);

4) Repair of damage or increase in service time attributable to the use of the equipment for other than data processing purposes for which acquired;

5) Furnishing supplies or accessories; painting or refinishing material; inspecting equipment altered by other than Contractor, making specification changes or performing services connected with relocation of equipment; or adding or removing accessories, attachments or other devices;

6) Such service which is impractical for Contractor to render because of alterations in the equipment or their connection by mechanical or electrical means to other equipment;

Repair of damage or increase in service time caused by the conversion from one Contractor model to another or the installation or removal of a Contractor feature whenever any of the foregoing was performed by other than Contractor.

1.16. TECHNICAL SLA CHARTS – CPE TURN-KEY AND HOST REMOTE SYSTEMS

The following technical Service Level Agreements (SLAs) provide charts describing the definition, measurement method, objective, and rights and remedies for each category.

All SLA's are self-reporting and it is the incumbent on the Contractor to report all outages that do not meet the objectives and the associated Rights and Remedies. SLA's are not intended to be punitive, but protect the State and/or PSAP and mitigate extended outages.

1.16.1 System Readiness: Hardware and Software

Definition	Measurement	Objective	Rights and Remedies
System readiness includes new installations, relocations, MACs ready for acceptance testing by the PSAP on or before the agreed to scheduled system readiness date.	System readiness dates are mutually agreed to by the PSAP and the Contractor in the SOW provided with each PO.	Certificate of system readiness submitted by the Contractor on or before the due date cited in the PO.	**Immediate Rights and Remedies:** 50% of the implementation charge when implementation charges are broken out or 10% of total bundled charges (excluding sales tax) when implementation charges are bundled with equipment, training, and/or additional services **Monthly Rights and Remedies:** If 95% of monthly implementation dates are not met: Remaining 50% of implementation charge, when implementation charges are broken out or An additional 10% of total bundled charges (excluding sales tax) when implementation charges are bundled with equipment, training, and/or additional services

1.16.2. Time to Repair Critical Failure

Definition	Measurement	Objective	Rights and Remedies
Following Acceptance, the time to repair a Critical Failure begins when the Contractor's customer support center is notified of the failure either through notification by the PSAP or by an alarm, whichever comes first, and ends when the PSAP representative confirms that the failure has been resolved. A Critical Failure is defined as any hardware or software failure that prevents the 9-1-1 PSAP location from making communication contact or viewing ANI or ALI information for a person who has contacted the PSAP on a 9-1-1 trunk/or equivalent ingress.	Time to repair will be measured through data in the Contractor's Trouble Ticket Log and will include the time from initial notification to the time that the PSAP has confirmed failure resolution.	Each Critical Failure will be resolved within four (4) hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	**Immediate Rights and Remedies:** Each occurrence of a failure to meet this SLA objective shall result in a 25% rebate of the recurring monthly system maintenance fee or the projected monthly system maintenance fee during the warranty period of the affected PSAP. Excessive outage (more than 12 hours from the notification of the failure to PSAP confirmation of failure resolution) shall result in a rebate of 100% of the recurring monthly system maintenance fee or the projected monthly system maintenance fee during the warranty period of the affected PSAP.

1.16.3. Time to Repair Major Failure

Definition	Measurement	Objective	Rights and Remedies
Following Acceptance, the time to repair a Major Failure begins when the Contractor's customer support center is notified of the failure either through notification by the PSAP or by an alarm, whichever comes first, and ends when the PSAP representative confirms that the failure has been resolved. A Major Failure is a loss of 25% or more of any or all of the following: Call-carrying capacity of the system, trunks, or Telecommunicator answering IWSs.	Time to repair will be measured through data in the Contractor's Trouble Ticket Log and will include the time from initial notification to the time that the PSAP has confirmed failure resolution.	Each Major Failure will be resolved within eight (8) hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	**Immediate Rights and Remedies:** Each occurrence of a failure to meet this SLA objective shall result in a 15% rebate of the recurring monthly system maintenance fee or the projected monthly system maintenance fee during the warranty period of the affected PSAP. Excessive outage (more than 12 hours from the notification of the failure to PSAP confirmation of failure resolution) shall result in a rebate of 100% of the recurring monthly system maintenance fee or the projected monthly system maintenance fee during the warranty period of the affected PSAP.

1.16.4. Time to Repair Minor Failure

Definition	Measurement	Objective	Rights and Remedies
Following Acceptance, the time to repair a Minor Failure begins when the Contractor's customer support center is notified of the failure either through notification by the PSAP or by an alarm, whichever comes first, and ends when the PSAP representative confirms that the failure has been resolved. A Minor Failure is defined as any hardware or software failure that prevents any feature of the 9-1-1 CPE System provided by the contractor from meeting the specifications of the business, functional and technical requirements.	Time to repair will be measured through data in the Contractor's Trouble Ticket Log and will include the time from initial notification the time that the PSAP has confirmed failure resolution.	Each Minor Failure will be resolved within 48 hours of notification to the Contractor's customer support center or by alarm, whichever comes first.	**Immediate Rights and Remedies:** Each occurrence of a failure to meet the SLA objective shall result in a 10% rebate of the recurring monthly system maintenance fee or the projected monthly system maintenance fee during the warranty period of the affected PSAP. Excessive outage (more than 240 hours from the notification of the failure) to PSAP confirmation of failure resolution) shall result in a rebate of 50% of the recurring monthly system maintenance fee or the projected monthly system maintenance fee during the warranty period of the affected PSAP.

1.16.5. Availability

Definition	Measurement	Objective	Rights and Remedies
Following Acceptance, service availability includes the scheduled uptime for all system components and functionality for each item Required in the System Acceptance and Authorization Checklist. Availability is to capture multiple short duration outages within a month that do not trigger other time to repair SLA's such as Critical, Major, and Minor.	Monthly uptime percentage is calculated by dividing the total uptime hours by the total hours available in the month for each component or functionality. Stop-clock provisions apply.	Monthly up-time shall be greater than 99.9%.	**Monthly Rights and Remedies**: 20% of the recurring monthly system maintenance fee or the projected monthly system maintenance fee of the affective PSAP if the monthly objective is not met. Each successive month that the monthly objective is not met will result in an increase in the remedy of an additional 20% over the previous month, not to exceed 60%. Additionally, if the Contractor fails to achieve the up-time objective three (3) months in a row or five (5) months in any 12 month period, the PSAP may terminate the maintenance agreement with 30 calendar days' notice and engage the services of an alternative Contractor with no early termination charges to the State or the PSAP.

1.17. STOP CLOCK CONDITIONS (M)

The following Stop-Clock Conditions shall apply during the term of this Contract including any and all extensions. Timeframes are dependent on the length of time the Contractor takes to restore the service, minus the time associated with events outside of the Contractor's control to prevent punitive damages from being assessed.

1) Periods when a restoration or testing effort is delayed at the specific request of the PSAPs. The Stop-Clock condition shall exist during the period the Contractor was delayed, provided that reasonable and documented efforts are made to contact the PSAPs during the applicable Stop-Clock period;

2) Time after a service has been restored, but the PSAPs requests ticket be kept open for observation. If the service is later determined by the PSAPs to not have been restored, the Stop-Clock shall continue until the time the PSAPs notifies the Contractor that the service has not been restored;

3) Time after a service has been restored, but the PSAPs is not available to verify that the service is working. I f the service is later determined by the PSAPs to not have been restored, the Stop-Clock shall apply only for the time period between Contractor's reasonable attempt to notify the PSAPs that Contractor believes the service has been restored and the time the PSAPs notifies the Contractor that the service has not been restored;

4) Restoration cannot be achieved because the problem has been isolated to wiring that is not maintained by Contractor, or any of its subsidiaries, subcontractors, or affiliates;

5) Trouble caused by a power problem outside of the responsibility of the Contractor after the initial 15 minutes;

6) Lack of building entrance facilities or conduit structure that are the PSAPs responsibility to provide;

7) PSAPs failure to prepare the site in accordance with the Contractor's site readiness requirements;

8) The following contact/access problems, provided that Contractor makes reasonable efforts to contact the PSAPs during the applicable stop-clock period:

   a) Access necessary to correct the problem is not available because access has not been arranged by site contact or the PSAPs representative;

   b) Site contact refuses access to technician who displays proper identification;

c) Insufficient or incorrect site contact information which prevents access, provided that Contractor takes reasonable steps to notify the PSAPs of the improper contact information and takes reasonable steps to obtain the correct information;

d) Site has limited hours of business that directly impacts the Contractor's ability to resolve the problem;

e) If it is determined later that the cause of the problem was not at the site in question, then the Stop-Clock shall not apply;

f) Any problem or delay to the extent caused by PSAPs staff that prevents or delays Contractor's resolution of the problem. In such event, Contractor shall make a reasonable request to PSAPs staff to correct the problem or delay;

g) PSAPs applications that interfere with repair of the trouble.

h) Failure of the Trouble Ticket originator or responsible party to return a call from Contractor's technician for on-line close-out of Trouble Tickets after the service has been restored as long as Contractor can provide documentation substantiating message from Contractor's technician.

9) An outage directly related to any properly performed scheduled maintenance or upgrade. Any such Stop-Clock condition shall not extend beyond the scheduled period of the maintenance or upgrade. SLAs will apply for any maintenance caused outage beyond the scheduled maintenance period. Outages occurring during a scheduled maintenance or upgrade period and not caused by the scheduled maintenance shall not be considered a Stop-Clock condition;

10) Any problem or delay caused by a third party not under the control of Contractor, not reasonably preventable by Contractor, including cable cuts not caused by the Contractor. Contractor's affiliates, subsidiaries or subcontractors shall be deemed to be under the control of Contractor with respect to the equipment, services or facilities to be provided under this Contract;

11) Force Majeure events, as defined in GSPD 401IT, Section 24;

12) If equipment failure is caused by alterations or attachments not furnished, approved or maintained by the Contractor.

1.18. REPORTING REQUIREMENTS

1.18.1 Monthly SLA Compliance Report

The Monthly SLA Compliance Report shall be provided in the format shown in 2.0, Contractor's Monthly SLA Compliance Report. Contractors shall submit a monthly report to the CA 9-1-1 Branch no more than 30 calendar days following the end of the reporting month that reflects the status of all SLA objectives that were not met during the previous month, including the rights and remedies.

The report shall list all Trouble Tickets that were open and/or acted upon during the reported month, including tickets not qualifying for SLA remedy. This report shall show what SLA rights and remedies were applied to each ticket number, when applicable. If no Trouble Tickets were opened and/or acted upon during a month, the report shall state there were no issues or tickets for that month.

The monthly SLA compliance report shall include the following detail:

1) Report period,

2) Contractor's trouble ticket number,

3) PSAP name,

4) PSAP FCC ID,

5) Service type,

6) Brief trouble symptom,

7) Brief restoration description,

8) Ticket open date and time,

9) Problem resolution date and time,

10) Total stop clock duration, outage duration,

11) Yes/No if qualified for SLA,

12) The applicable SLA, and

13) Rights and remedies applied to each ticket when applicable

Definition	Measurement	Objective	Rights and Remedies
Reporting Requirement Contractors shall provide the reports required by this CONTRACT for each month of activity during the term of the contract.	Calendar Days.	Contractors shall deliver accurate and complete reports no more than 30 calendar days following the end of the applicable reporting month.	Each occurrence of a failure to meet the objective shall result in a $50.00 rebate for each business day that the report is not delivered after the objective.
SLA Remedy Delivery Timely payment of remedies due to Cal OES/CA 9-1-1 Branch for missed SLA objectives.	Calendar Days	Contractor's check shall be issued no more than 60 calendar days following the end of the month in which the SLA remedies applied.	Each occurrence of an SLA remedy (check) that is not issued within 60 calendar days following the end of the month in which the remedy applied will result in an additional $50.00 payment for each business day that the check is not issued.

1.18.2. Trouble Ticket Log

Contractors shall maintain a Trouble Ticket Log that will track the progress and s tatus of restoration for all SLAs. The Contractor's Trouble Ticket Log will include the date and time that each Failure was reported, or system alarm of failure whichever occurs first, each PSAP affected by the failure, the current status of the restoration process and the date and time that the failure is remedied to the PSAP representative's satisfaction. The Contractor shall provide remote, seven (7) day, 24 hour access to the CA 9-1-1 Branch in order to track progress of the restoration of failures and to validate SLA calculations.

1.18.3. Contractor's Monthly Activity Report

Each month, Contractors shall provide the CA 9-1-1 Branch with a detailed report of the status of transactions made under this Contract using Attachment 1.0, Contractor's Monthly Activity Report. Cal OES reserves the right to require the Contractor to modify the format and content of these reports no more than two (2) times during the Contract term at no cost.

The Contractor's Monthly Activity Report shall include the fields listed below and s hall be provided in the format shown below;

1) PSAPs Name – Name of the PSAPs that has been funded for the transaction;

2) CA 9-1-1 Branch Tracking Number – The Tracking Number provided by the CA 9-1-1 Branch for the transaction;

3) Status of the Installation – Reflects the status of the order at the end of the reporting period and shall include one (1) of the following status descriptions: Order Received, Delivered, Installed, Certificate of Readiness delivered, Acceptance Testing in progress, Accepted Awaiting Payment or Payment Received;

4) Scheduled Acceptance Start Date – The Acceptance Start Date as reflected on the SOW that has been approved by the CA 9-1-1 Branch;

5) Actual Acceptance Date – The date that the System Acceptance and Authorization Checklist is signed by an authorized representative of the PSAPs;

6) Order Value – The dollar amount of the SOW as approved by the CA 9-1-1 Branch.

1.19. 9-1-1 CPE SYSTEM DELIVERABLES

The Contractor shall:

1) Provide the 9-1-1 CPE System Equipment;

2) Work with PSAP/s in following the User Instructions for ordering;

3) Deliver and provide all documents in electronic format unless a hardcopy is specifically requested by Cal OES/CA 9-1-1 Branch;

4) Report all SLAs in accordance with Section 1.19, Reporting Requirements;

5) Deliver all equipment necessary for the 9-1-1 CPE Stand-Alone Configuration or the Host-Remote System;

6) Deliver the system ready-for-use within 180 calendar days ARO as indicated on the PO and defined in Section 1.9, Installation Date.

7) Perform and provide a site survey per Section 1.9.2, Site Survey;

8) Provide documentation consisting of copies of all non-proprietary manuals and other printed materials, including updated versions, which are useful and necessary to the PSAP in its use of the equipment or software provided at prices listed in Exhibit 16, Cost Workbook and referenced in Section 1.9.7, Documentation.

9) Provide transportation for shipments to and from the installation site per Section 1.10.1, Transportation;

10) Perform the packing, unpacking and placement of equipment as defined in Section1.10.2;

11) Deliver a police or fire report that relieves the PSAP of all risk due to loss or damage of equipment purchased under this Contract during periods of transportation, installation and during the entire time the equipment is in the possession of the Contractor. PSAP assumes responsibility for loss or damage to equipment after Formal Acceptance as detailed in Section 1.10.3, Risk of Loss or Damage;

12) Make deliveries during the PSAP's delivery hours per Section 1.9.1, Restricted Delivery Hours;

13) Be responsible to provide the following required IWS wiring:

a) Install dedicated port jacks near the PSAP-owned Computer Aided Dispatch (CAD), logging recorder and third-party mapping equipment.

b) Provide console jacks and cabling. The wiring runs that are to be provided must be terminated to patch panels in the telephone room of each PSAP. A total of six (6) jacks must be terminated at each 9-1-1 IWS. Four (4) of the six (6) jacks will be wired to the Telecommunications Industry Association (TIA) / Electronic Industry Association (EIA) 568B standard. The remaining two (2) cables must be connected to RJ-11 jacks.

c) Ensure jacks are labeled clearly at each branch location; and the jack number must match the IWS number where it is located. For example: IWS one (1) must have jack number one (1) installed. The jacks themselves must be labeled A through F and correspond with the patch panel located in the equipment room or wiring closet. All termination blocks shall have a cover and labeled "9-1-1 ONLY".

d) Reserve the jack that is labeled as "F", the RJ-11, for voice logger applications and will be terminated on a telephony style block. The jack that is labeled "E" is the RJ-11 that is reserved for telephony applications that will be required.

e) Install advanced cabling for Universal Serial Bus (USB) or High-Definition Multi-Media Interface (HDMI) will need to be specified by the PSAP if interfacing to associated equipment is special.

f) Have a surplus structured wiring available at each IWS for potential future applications.

14) Write a certificate of system readiness when the service is ready for acceptance testing per Sections 1.9.3, Certification of Facility Readiness, and 1.9.4, Certification of Equipment Readiness;

15) Perform System Acceptance Testing to ensure that the system operates in substantial accord with the technical specifications, is adequate to perform as warranted by Contractor's response to the requirements of this Contract and evidences a satisfactory level of performance reliability, prior to its acceptance as defined in Sections 1.11.2, System Acceptance Testing and 1. 11.3, Acceptance Testing for Software (Other than Operating System Software);

16) Develop and submit an implementation schedule/project plan per Section 1.14, Schedule/Project Plan; and

17) Perform maintenance service including parts, software support and labor per Section 1.15 Maintenance.

1.20. ACCEPTANCE OF DELIVERABLES

It shall be in Cal OES's sole determination as to whether a deliverable has been successfully completed and acceptable to Cal OES. Acceptance criteria shall consist of the following:

1) It shall be Cal OES's sole determination as to whether the tasks and deliverables identified in this Agreement have been successfully completed and are acceptable.

2) The Contractor costs related to rework of unacceptable work products shall be costs of the Contractor, and shall not be billed to Cal OES.

3) The Contractor shall meet all time-lines and deliverable dates, as agreed to in the Agreement

1.21. TRAINING

1.21.1. Training Times and Locations

For the purposes of training, the Contractor shall provide formal, hands-on instruction for PSAP personnel in operation of the equipment, at mutually agreeable times prior to or, with PSAP approval, during the acceptance testing period. Training for Equipment Installation Coordinators and Project Leaders will be conducted at the PSAP site unless an alternate site is mutually agreed to by the PSAP and the Contractor.

1.21.2. Training Plan

No more than 30 calendar days following Contract award, Contractors shall provide to the PSAP a detailed training plan describing their concept of the scope of training, the duration of initial training (in hours per student), and the training aids (including operating manuals) which are required to train Programmers, Telecommunicators, Support Staff and User Training Specialists in the operation of all hardware and software.

The Contractor shall provide training and training materials to ensure that Telecommunicators and System Administrators can proficiently use the 9-1-1 CPE system. The Contractor will provide the following at no additional cost to the PSAP or the CA 9-1-1 Branch:

1) A comprehensive training program that provides the Telecommunicators with the skills necessary to operate all the features of the 9-1-1 system;

2) Training at a time mutually agreed upon by the PSAP and the Contractor;

3) Instructors who have the technical skills, teaching skills and abilities necessary to instruct others how to use the equipment proficiently;

4) Train no more than six (6) Telecommunicators per instructor, per class, unless a larger class is mutually agreed to by the PSAP and the Contractor. All training classes should be scheduled so as to reduce the number of site visits necessary to train all personnel;

5) Provide at least two (2) fully operational IWSs with at least one (1) operational phone line for training purposes. Fully operational means features and user defined parameters are fully functional so all features can be realistically demonstrated during training. The two (2) IWSs used for training will also be used to complete the installation of all ordered IWSs. Training IWSs may be temporarily installed in a training room at the installation facility. Temporary cabling to a training room will be provided upon request of the PSAP. Cost to cable temporary IWSs shall be at the hourly rate provided for MACs;

6) Contractor will compile a list of Telecommunicators who attended training, the date and time of the training and rate the proficiency of the Telecommunicators to use the equipment on a pass or fail basis. A copy of this information will be provided to the PSAP Manager;

7) In addition to the Telecommunicator training, the Contractor will provide Supervisor/System Administrator training, with no more than six (6) Supervisors/System Administrators per class. This training shall cover routine MACs accessible by a System Administrator, routine trouble shooting procedures and problem reporting procedures. Training for statistics report generation shall be provided no more than 30 calendar days following cutover. Training will also include an on-site instructor(s) for a period not to exceed 24 hours upon beginning of the system acceptance testing period. The purpose of the instructor(s) will be to assist PSAP personnel as needed after they begin using the new equipment. The instructor(s) can be on-site for the first 24 hour period of system acceptance testing or up to two (2) periods totaling not more than 24 hours during the first seven (7) calendar days of the system acceptance testing period;

8) Post-cutover training may be provided at an additional cost to the PSAP at the rate established by this Contract. Post-cutover training will be provided for no less than six (6) Telecommunicators or system administrators; and

9) Appropriate manuals and other materials must be provided to each participant in training. Training materials shall become the property of the PSAP upon completion of the training. Manuals of sufficient detail to successfully operate both the software system and the hardware system must be provided. Contractor shall document in the SOW the operation

of all customer specified programming not specifically covered by the manufacturer user manuals.

1.21.3. Training on New or Substitute Equipment

If requested by the PSAP, training and documentation on new or substitute equipment shall be provided by the Contractor at no charge to the PSAP or the CA 9-1-1 Branch. The training shall provide an overview of the new or substitute equipment capabilities and operational procedures. This additional training shall be provided by the Contractor at no additional charge in instances where equipment is upgraded and/or changed during the lifetime of the contract, provided that the equipment change includes a change in equipment operation. The CA 9-1-1 Branch reserves the right to make final determination in cases of disagreements that may arise under this section.

1.22. ALTERATIONS AND ATTACHMENTS

1) With the written consent of the Contractor, while still enforcing the SLA's, such consent not to be unreasonably withheld, the PSAPs may make alterations or install attachments to the equipment at the PSAP's expense if, in the Contractor's opinion, no safety hazard is thereby created. The PSAPs shall assume full liability for any damages and/or degradation of equipment performance attributable to such alteration or attachment. For example, firewall or workstation hardware.

2) If the alteration or attachment interferes with the normal and satisfactory maintenance of any of the equipment in such a manner as to render maintenance impractical, the PSAPs will, upon notice from the Contractor to that effect, remove the alteration or attachment and restore the equipment to its normal condition within 10 working days.

3) If an inspection by the Contractor is required to determine if the equipment or system remains practical to maintain or that no safety hazard has been created, the PSAPs shall be so notified and a mutually agreeable inspection date will be scheduled. Charges for such inspection shall be paid by the PSAPs, at the applicable rates from Exhibit 16 Cost Workbook, Tab 5, Labor Rates.

4) Repair of damage or increase in the Contractor's service personnel time attributable to the alteration or attachment will be billed to the PSAPs at the Contractor's rate provided in Exhibit 16 Cost Workbook, Tab 5, Labor Rates.

5) All reprogramming agreed to by the Contractor that is required to accommodate such alterations and/or attachments shall be implemented at the PSAPs expense.

1.23. PSAP RESPONSIBILITIES

1) The PSAP is responsible for the arrangements for provisioning of all telephone lines required for the Contractor's system, including a line for remote maintenance.

2) The PSAPs will provide adequate storage space for spare parts, and adequate working space, including heat, light, ventilation, electrical current and outlets, for the use of the Contractor's maintenance personnel at the time maintenance is being performed. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to the Contractor.

3) If required to meet special environmental considerations, the PSAP will modify its site facilities to meet the Contractor's minimum site and environmental specifications as supplied by the Contractor. These specifications shall be in such detail as to ensure that equipment, if installed according to these specifications, shall operate efficiently from an environmental point of view and properly from a functional point of view. These modifications shall be in line with the floor plan of the Communications Operations Room.

4) Subject to the PSAPs security regulations, the Contractor shall have full and free access to the equipment to provide service thereon. If persons other than Contractor representatives have performed maintenance or repair of equipment, and, as a result, further repair by Contractor is required, such further repairs will be made at Contractor's then applicable time and material rates, as shown in Exhibit 16, Cost Workbook.

5) The PSAP is responsible for providing DSL or other high speed internet connection.

6) The PSAPs shall maintain records and documentation associated with contractor.

1.24. STATE RESPONSIBILITIES

Cal OES will designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties. Cal OES designee shall:

1) Provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

2) Provide at least a minimum of 10 Cal OES business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.

1.24.1. Performance

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet Cal OES conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

1) Cal OES will notify the Contractor in writing within five (5) State business days after completion of each phase of service of all acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

2) The Contractor will, within five (5) Cal OES business days after initial problem notification, respond to Cal OES by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to Cal OES's initial problem notification within the required time limits may result in immediate termination of the Contract.

   In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

3) Cal OES will, within five (5) Cal OES business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If Cal OES rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to Cal OES's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

4) Cal OES will, within three (3) Cal OES business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.

1.25. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES's attention. Problems or issues shall normally be reported in regular status reports. There may be instances; however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and not ify the appropriate State personnel. Cal OES personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. Cal OES personnel include, but are not limited to, the following:

First level: Alicia Fuller, Contract Manager, (916) 657-6119

Second level: Ryan Sunahara, Senior Telecommunications Engineer, (916) 657-9100

Third level: Budge Currier, 9-1-1 Branch Manager, (916) 657-9911

1.26. CANCELLATION

Cal OES may exercise its option to terminate the Agreement at any time with 30 calendar days prior written notice. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all deliverables accepted prior to termination.

1.27. SUBCONTRACTOR AGREEMENT

1) The Contractor will act as Prime Contractor under this Agreement. I n addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.

2) Cal OES reserves the right to approve all subcontractors prior to the performance of work by the subcontractor.

3) Nothing contained in this Agreement shall create a contractual relationship between Cal OES and subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them.

4) If a subcontractor is a California Certified Small Business and/or Disabled Veteran's Business Enterprise (DVBE), then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).

5) The Contractor's obligation to pay its subcontractors is an independent obligation from Cal OES's obligation to make payments to the Contractor. As a result, Cal OES shall have no obligation to pay or to enforce the payment of monies to a subcontractor.

SOW ATTACHMENT 1.0: CONTRACTOR'S MONTHLY ACTIVITY REPORT

Contractor's Name:
Contact Name:
Contact Telephone Number:
Contact e-mail address:
Reporting Month/Year:

PSAP Name	CA 9-1-1 Branch Tracking number	Status of Installation[1]	Scheduled Acceptance Start Date[2]	Actual Acceptance Date[3]	Order Value[4]	DVBE Participation	Notes

1 Status of Installation shall reflect the status of the order at the end of the reporting period and shall include one of the following status descriptions: Order Received, Delivered, Installed, Certificate of Readiness delivered, and Acceptance Testing in progress, Accepted Awaiting Payment or Payment Received.

2 Mutually agreed upon date between Contractor and PSAP that the system acceptance period of two-hundred-forty (240) continuous hours can begin in accordance with Section 1.11.1.

3 Date that the 9-1-1 System Acceptance form is signed by the PSAP responsible party.

4 The dollar value of the transaction as approved by the CA 9-1-1 Branch.

SOW ATTACHMENT 2.0: CONTRACTOR'S MONTHLY SERVICE LEVEL AGREEMENT (SLA) COMPLIANCE REPORT TURN-KEY 9-1-1 CPE SYSTEM

Contractor's Name:
Contact Name:
Contact Telephone Number:
Contact e-mail address:
Reporting Month/Year:

Provisioning SLAs

PSAP Name	CA 9-1-1 Branch Tracking number	Scheduled Acceptance Start Date	Actual Acceptance Date	Rights and Remedies

Time to Repair and Availability SLAs

PSAP Name	Trouble Ticket Number	Equipment Type	Type of Failure	Brief Restoration Description	Alarm/Ticket Open Date and Time	Problem Resolution Date and Time	Total Stop-Clock Duration	Outage Duration	Applicable SLA	Rights and Remedies

Administrative SLAs

Requirement	Scheduled Due Date	Actual Delivery Date	Applicable Remedy
Monthly Activity Report			
SLA Compliance Report			
SLA Remedy Delivery			

SOW ATTACHMENT 2.1: CONTRACTOR'S MONTHLY SERVICE LEVEL AGREEMENT (SLA) COMPLIANCE REPORT 9-1-1 CPE HOST-REMOTE SYSTEM

Contractor's Name:
Contact Name:
Contact Telephone Number:
Contact e-mail address:
Reporting Month/Year:

Provisioning SLAs

PSAP Name	CA 9-1-1 Branch Tracking number	Scheduled Acceptance Start Date	Actual Acceptance Date	Rights and Remedies

Time to Repair and Availability SLAs

PSAP Name	Trouble Ticket Number	Equipment Type	Type of Failure	Brief Restoration Description	Alarm/Ticket Open Date and Time	Problem Resolution Date and Time	Total Stop-Clock Duration	Outage Duration	Applicable SLA	Rights and Remedies

Administrative SLAs

Requirement	Scheduled Due Date	Actual Delivery Date	Applicable Remedy
Monthly Activity Report			
SLA Compliance Report			
SLA Remedy Delivery			

SOW ATTACHMENT 3.0: CONTRACTOR'S SAMPLE STATEMENT OF WORK
TURN-KEY 9-1-1 CPE SYSTEM FORMAT

The sample SOW provided below is preferred by the CA 9-1-1 Branch. Based upon past experience, this format provides all of the required information in a format that is most expeditiously processed by the CA 9-1-1 Branch.

A. Cover Page (should include the following)

1. Contractor Name
2. PSAP Name
3. Project name (example Turn-key 9-1-1 CPE System for ABC City)

B. Table of Contents

1. Include all of the major categories and subcategories

C. Body

1. Overview
   a. An overall statement about the purpose of the SOW and scope of the project;
   b. A list of the equipment, software and maintenance to be provided (workstation, back room, MIS, etc.) including quantities, individual prices and extended prices;
   c. A description of the existing equipment that will be reused;
   d. A description of the equipment that is to be provided by the PSAP;
   e. Specific equipment that will not be provided by the Contractor to ensure that the PSAP and the State understand what has been specifically excluded from the project;
   f. Any other general issues.
2. Design
   a. System overview including a description of the network configuration and interfaces, ALI connections, gateways, UPS, logging recorders, interfaces to other equipment and any other pertinent system element;
   b. Description of the network elements to be connected to the system including 9-1-1 trunks, 10-digit emergency lines, administration lines, ring-down lines, remote maintenance lines and any other network connections that will be configured in the system;
   c. A description of the how the system programming will be initially accomplished and how it will be maintained on an ongoing basis;
   d. Integration Requirements to other equipment such as CAD, radio, and clock syncing equipment;

e. Building modifications that the PSAP will have to make to accommodate the new or updated system.

3. Change Requests

   a. A description of how changes to the SOW will be managed by the State and the Contractor including identifying the authorized representatives that can approve changes and t he specific process that will be followed to approve changes.

4. Acceptance Testing

   a. An Acceptance Test Plan with a clear description of the acceptance testing process that is consistent with the Contract Requirements including the System Acceptance and Authorization Checklist;

   b. A description of how MACs are handled once Acceptance has been signed off by the authorized PSAP representative.

5. Names of Responsible Parties and Contact Information

   a. Names and contact information of all the responsible parties from the Contractor, PSAP and the CA 9-1-1 Branch.

6. Responsibilities

   a. Contractor's responsibilities;

   b. Identified responsibilities of others;

   c. CA 9-1-1 Branch responsibilities.

7. Revised PSAP Profile (with a copy to the CA 9-1-1 Branch MIS Statewide provider);

8. Installation Schedule

   a. List of key dates beginning with the funding approval date from the CA 9-1-1 Branch;

   b. Include equipment order date, delivery date, site readiness by PSAP date, programming freeze date, beginning of installation date, system in-service date, anticipated PSAP acceptance date and any other dates pertinent to the success of the project.

9. Warranty Provisions

   a. Acknowledgement of the terms of the warranty provisions of the Contract.

10. Maintenance Plan

   a. Remote maintenance processes;

   b. Description of how preventive maintenance will be provided;

   c. Description of how remedial maintenance will be pr ovided, including response times for major and minor outages;

d. Description of the Minimum level of technical expertise that the maintenance technicians will have;

e. Contact numbers to report trouble and the hours of availability for the contact center;

f. A description of what is not covered in the maintenance plan and how those situations will be handled by the Contractor.

11. Training

a. A Training Plan that includes the following:

b. A description of the training that will be provided to the PSAP management staff, Telecommunicators and PSAP technical support personnel;

c. Description of the user manuals that will be provided by the Contractor;

d. Description of the technical service manuals that will be provided by the Contractor.

12. SOW Approval

a. A sign-off page for the authorized PSAP representative to acknowledge concurrence with the content of the SOW.

13. Appendices

a. Site Certification Document

b. The document that describes the building and environmental changes that the PSAP must make to accommodate the new or updated system;

c. Floor Plan

d. Diagrams of the room where the workstations will be installed and the telephone facilities room at the PSAP;

e. Pricing and Terms

f. A copy of the detailed quote from the Contractor for the project that includes specific part numbers from the multiple award contract, quantities, and maintenance costs;

g. Forms

h. Samples of the forms that will be used for the project such as change request forms, issue communications forms and any other applicable forms;

i. Systems Acceptance and Authorization Checklist

A copy of the System Acceptance and Authorization Checklist (SOW Attachment 4.0) to be completed and signed by the authorized PSAP representative upon acceptance. The executed form will be provided to the CA 9-1-1 Branch as documentation of system acceptance and beginning of the warranty period for the system.

SOW ATTACHMENT 3.1: CONTRACTOR'S SAMPLE STATEMENT OF WORK 9-1-1 CPE HOST-REMOTE SYSTEM FORMAT

The sample SOW provided below is preferred by the CA 9-1-1 Branch. Based upon past experience, this format provides all of the required information in a format that is most expeditiously processed by the CA 9-1-1 Branch.

A. Cover Page (should include the following)

1. Contractor Name
2. PSAP Name
3. Project name (example 9-1-1 CPE Host-Remote System ABC County)

B. Table of Contents

1. Include all of the major categories and subcategories

C. Body

1. Overview
   a. An overall statement about the purpose of the SOW and scope of the project;
   b. A list of the equipment, software and maintenance to be provided (workstation, back room, MIS, etc.) including quantities, individual prices and extended prices;
   c. A description of the existing equipment that will be reused;
   d. A description of the equipment that is to be provided by the PSAP;
   e. Specific equipment that will not be provided by the Contractor to ensure that the PSAP and the State understand what has been specifically excluded from the project;
   f. Any other general issues.
2. Design
   a. System overview including a description of the network configuration and interfaces, ALI connections, gateways, UPS, logging recorders, interfaces to other equipment and any other pertinent system element;
   b. Description of the network elements to be connected to the system including 9-1-1 trunks, 10-digit emergency lines, administration lines, ring-down lines, remote maintenance lines and any other network connections that will be configured in the system;
   c. A description of the how the system programming will be initially accomplished and how it will be maintained on an ongoing basis;
   d. Integration Requirements to other equipment such as CAD, radio, and clock syncing equipment;

e. Building modifications that the PSAP will have to make to accommodate the new or updated system.

3. Change Requests

   a. A description of how changes to the SOW will be managed by the PSAP and the Contractor including identifying the authorized representatives that can approve changes and the specific process that will be followed to approve changes.

4. Acceptance Testing

   a. An Acceptance Test Plan with a clear description of the acceptance testing process that is consistent with the Contract Requirements including the System Acceptance and Authorization Checklist;

   b. A description of how MACs are handled once Acceptance has been signed off by the authorized PSAP representative.

5. Names of Responsible Parties and Contact Information

   a. Names and contact information of all the responsible parties from the Contractor, PSAP and the CA 9-1-1 Branch.

6. Responsibilities

   a. Contractor's responsibilities;

   b. PSAP responsibilities including a pre-installation checklist;

   c. CA 9-1-1 Branch responsibilities.

7. Revised PSAP Profile (with a copy to the CA 9-1-1 Branch MIS statewide provider);

8. Installation Schedule

   a. List of key dates beginning with the funding approval date from the CA 9-1-1 Branch;

   b. Include equipment order date, delivery date, site readiness by PSAP date, programming freeze date, beginning of installation date, system in-service date, anticipated PSAP acceptance date and any other dates pertinent to the success of the project.

9. Warranty Provisions

   a. Acknowledgement of the terms of the warranty provisions of the Contract.

10. Maintenance Plan

   a. On-site and remote maintenance processes;

   b. Description of how preventive maintenance will be provided;

   c. Description of how remedial maintenance will be provided, including response times for major and minor outages;

d. Description of the Minimum level of technical expertise that the maintenance technicians will have;

e. Contact numbers to report trouble and the hours of availability for the contact center;

f. A description of what is not covered in the maintenance plan and how those situations will be handled by the Contractor.

11. Training

a. A Training Plan that includes the following:

b. A description of the training that will be provided to the PSAP management staff,

c. Telecommunicators and PSAP technical support personnel;

d. Description of the user manuals that will be provided by the Contractor;

e. Description of the technical service manuals that will be provided by the Contractor.

12. SOW Approval

a. A sign-off page for the authorized PSAP representative to acknowledge concurrence with the content of the SOW.

13. Appendices

a. Site Certification Document

b. The document that describes the building and environmental changes that the PSAP must make to accommodate the new or updated system;

c. Floor Plan

d. Diagrams of the room where the workstations will be installed and the telephone facilities room at the PSAP;

e. Pricing and Terms

f. A copy of the detailed quote from the Contractor for the project that includes specific part numbers from the multiple award contract, quantities, and maintenance costs;

g. Forms

h. Samples of the forms that will be used for the project such as change request forms, issue communications forms and any other applicable forms;

i. Systems Acceptance and Authorization Checklist

A copy of the System Acceptance and Authorization Checklist (SOW Attachment 4.1) to be completed and signed by the authorized PSAP representative upon acceptance. The executed form will be provided to the CA 9-1-1 Branch as documentation of system acceptance and beginning of the warranty period for the system.

SOW ATTACHMENT 4.0: TURN-KEY 9-1-1 CPE SYSTEM ACCEPTANCE AND AUTHORIZATION CHECKLIST

State of California
California 9-1-1 Emergency Communications Division
STAND ALONE CPE SYSTEM ACCEPTANCE AND AUTHORIZATION FORM
TD-284 (Rev. 3/2017)

This document shall be used by the PSAP to validate that the purchased 9-1-1 system (equipment, software and all functionality) is acceptable.

All verification is to be completed by the PSAP authorized representative. Each item should be validated against the referenced IFB Requirement.

MPA RFP Requirement Number	Requirement	PSAP Initial
Audio		
6.3.1.5	Audio Quality	
6.3.1.6	Acoustic Noise	
6.3.1.7	Crosstalk	
System Physical Requirements		
6.3.2.2	Electrical Requirements	
6.3.2.3	Uninterruptable Power Supply	
6.3.2.4	Multiple Lines/Workstation Requirement	
6.3.2.5	CPE Expansion Requirement	
6.3.2.6	Printing Capability at Local PSAP	
Intelligent Workstation Physical Requirements		
6.3.3.1	IWS Hardware Requirements	
6.3.3.2	User Volume Controls	
6.3.3.3	Standard Keyboard	
6.3.3.4	Mouse	
6.3.3.5	Keyboard Arbitrator	
6.3.3.6	Monitor	
6.3.3.7	Auxiliary Keypad Dialer	
6.3.3.8	Headset/Handset Capability	
6.3.3.9	Radio Dispatch Integration	
6.3.3.10	IWS Wiring	
6.3.3.11	IWS Logging Recorder Interface	
Interconnectivity		
6.3.4.1	System Connections	
6.3.4.2	Wireless Connections	
6.3.4.3	ALI Retrieval	
6.3.4.4	Cabling	
6.3.4.5	CPE Interface to Existing Equipment	
6.3.4.6	Remote Data Transfer Interface	
6.3.4.7	Additional LCD/LED Monitor Interface	
6.3.4.8	Trunk and Line Interfaces	

6.3.4.9	Logging Recorder Interface	
6.3.4.10	IWS Based Logging Interface	
6.3.4.11	Local Maintenance Terminal Interface	
6.3.4.12	Interoperability with GIS Mapping System	
6.3.4.13	CAD and Mapping Interface	
System Features		
6.4.1.1	ALI Controller	
6.4.1.2	ANI/ALI Display	
6.4.1.3	Dynamic ANI/ALI Output	
6.4.1.4	ALI Error Reporting	
6.4.1.5	Abandoned Call Detail	
6.4.1.6	Internal Time Synchronization	
6.4.1.7	External Source Time Synchronization	
6.4.1.8	Caller Identification	
6.4.1.9	Wireless ALI- FCC 94-102-Phase I/Phase II One-button Call-back	
6.4.1.10	Voice over Internet Protocol (VoIP) Capability	
6.4.1.11	Complete Call Progress Detection	
6.4.1.12	TDD/TTY	
6.4.1.13	Multi-Media Requests for Assistance	
6.4.1.14	Remote Maintenance Access	
6.4.1.15	System Database Backup	
Call and System Detail Records		
6.4.2.1	Call Detail Record (CDR) Format	
6.4.2.2	Remote CDR Collection Service	
6.4.2.3	System Detail Records	
6.4.2.4	CDR and Quality of Service (QOS)	
Turn-Key System Functionality		
6.4.3.1	Controller Functionality	
6.4.3.2	Redundant Architecture	
6.4.3.3	Call-Path Associated Signaling (CAS) and Non Call-Path Signaling (NCAS)	
6.4.3.4	Administrative Line Support	
6.4.3.5	ALI Caching	
6.4.3.6	System Call Format Flexibility	
6.4.3.7	9-1-1 Emergency Star (*) Codes Transfers	
6.4.3.8	Selective Transfer	
6.4.3.9	Abandoned Call Information	
6.4.3.10	Automatic CDR	
Telecommunicator Call-Taking Functionality		
6.4.4.1 (1)	Hold	
6.4.4.1 (2)	Dial	
6.4.4.1 (3)	Re-dial	
6.4.4.1 (4)	Release	
6.4.4.1 (5)	Transfer	
6.4.4.1 (6)	Conference	
6.4.4.1 (7)	Speed Dial	
6.4.4.1 (8)	ALI Request	

6.4.4.1 (9)	ANI/ALI display (separate display is allowed)	
6.4.4.1 (10)	Four (4) line appearances or more	
6.4.4.1 (11)	Ten (10) multi-function programmable keys or more, programmed as telephone line appearance or a feature of the telephone set	
6.4.4.1 (12)	Headset/handset interface	
6.4.4.1 (13)	Volume control for inbound audio signal for headset/handset	
6.4.4.1 (14)	Volume control for outbound signal and sidetone for headset/handset	
6.4.4.1 (15)	Volume Control for the ringer	
6.4.4.1 (16)	Call status indication (ringing, answered or both)	
6.4.4.2	Flash Transfer	
6.4.4.3	Conferencing Functionality	
6.4.4.4	Distinctive Ringing	
6.4.4.5	Call Queuing	
6.4.4.6	Last Stored Number Redial	
6.4.4.7	Pre-Arrival ALI	
6.4.4.8	Incoming 9-1-1 Emergency Call Display	
Speed-Dial Functionalities		
6.4.5.1	Speed Dial	
6.4.5.2	Speed-Dial Contacts	
6.4.5.3	Speed-Dial Icons	
6.4.5.4	Speed-Dial Shortcut Star (*) Codes	
Additional Functionality		
6.4.6.1	Voice Transfer	
6.4.6.2	Ring Volume	
6.4.6.3	Transmit Mute	
6.4.6.4	Release	
6.4.6.5	Radio System Interface	
Integrated Recall Recording		
6.4.7.1	Integrated Voice Recording (IVR)	
6.4.7.2	Integrated Recall Recording (IRR)	
6.4.7.3	IRR – Management of Old Recordings	
6.4.7.4	IRR – Call Type/Text Information	
6.4.7.5	IRR – Separate Recording and Playback	
6.4.7.6	IRR – Controls	
6.4.7.7	IRR – Speakers	
6.4.7.8	IRR – Radio Channel Recording	
Intelligent Work Station Telephone (IWS) Functionality *(Verify on each IWS)*		
6.4.8	TDD/TTY Capability	
6.4.9	Call/Line Indicators	
6.4.10	System Sounds and Icons	
6.4.11	Graphical User Interface (GUI)	
6.4.12	Help Documents	
6.4.13	Screen Layout - Lock	
6.4.14	Screen Layout - Restore	
6.4.15	Printing Capabilities	
6.4.16	Status Window	

6.4.17	Automatic Number Identification (ANI)	
6.4.18	Automatic Location Identification (ALI)	
6.4.19	Call Review	
6.4.20	Instant Messaging (IM)	
6.4.21	ALI Rebid	
6.4.22	ALI Parsing	
6.4.23	Conferencing Capabilities	
6.4.24	Call-back	
6.4.25	Hold	
6.4.26	Forced Disconnect	
6.4.27	Audio Monitoring	
6.4.28	Barge In	
6.4.29	Make Busy	
6.4.30	Computer Telephony Integration Software Requirements	
6.4.31	Telecommunicator Log-on Roles and Permissions	

Minor Discrepancies:

_____

_____

_____

_____

_____

Tracking #: _____ Approved TD-288 Amount: $_____

As the authorized representative of:

_____ *(PSAP name),*

I hereby acknowledge receipt, installation and satisfactory performance of the service and/or equipment. If minor discrepancies exist, but do not keep the equipment from performing in accordance with the contracted terms and conditions, these discrepancies are noted above.

AUTHORIZED BY:

_____ _____
Signature Date

_____ _____
Printed/Typed Name Title

IMMEDIATELY AFTER ACCEPTANCE:

Submit the original TD-284, signed by the PSAP authorized representative to the Contractor and submit a copy to the CA 9-1-1 Division

SOW ATTACHMENT 4.1: 9-1-1 CPE HOST-REMOTE SYSTEM ACCEPTANCE AND AUTHORIZATION CHECKLIST

State of California
California 9-1-1 Emergency Communications Division
HOST-REMOTE SYSTEM ACCEPTANCE AND AUTHORIZATION FORM
TD-284A (Rev. 3/2017)

This document shall be used by the PSAP to validate that the purchased 9-1-1 system (equipment, software and all functionality) is acceptable.

All verification is to be completed by the PSAP authorized representative. Each item should be validated against the referenced IFB Requirement.

MPA RFP Requirement Number	Requirement	PSAP Initial
Audio		
6.3.1.5	Audio Quality	
6.3.1.6	Acoustic Noise	
6.3.1.7	Crosstalk	
System Physical Requirements		
6.3.2.2	Electrical Requirements	
6.3.2.3	Uninterruptable Power Supply	
6.3.2.4	Multiple Lines/Workstation Requirement	
6.3.2.5	CPE Expansion Requirement	
6.3.2.6	Printing Capability at Local PSAP	
Intelligent Workstation Physical Requirements		
6.3.3.1	IWS Hardware Requirements	
6.3.3.2	User Volume Controls	
6.3.3.3	Standard Keyboard	
6.3.3.4	Mouse	
6.3.3.5	Keyboard Arbitrator	
6.3.3.6	Monitor	
6.3.3.7	Auxiliary Keypad Dialer	
6.3.3.8	Headset/Handset Capability	
6.3.3.9	Radio Dispatch Integration	
6.3.3.10	IWS Wiring	
6.3.3.11	IWS Logging Recorder Interface	
Interconnectivity		
6.3.4.1	System Connections	
6.3.4.2	Wireless Connections	
6.3.4.3	ALI Retrieval	
6.3.4.4	Cabling	
6.3.4.5	CPE Interface to Existing Equipment	
6.3.4.6	Remote Data Transfer Interface	
6.3.4.7	Additional LCD/LED Monitor Interface	
6.3.4.8	Trunk and Line Interfaces	

6.3.4.9	Logging Recorder Interface	
6.3.4.10	IWS Based Logging Interface	
6.3.4.11	Local Maintenance Terminal Interface	
6.3.4.12	Interoperability with GIS Mapping System	
6.3.4.13	CAD and Mapping Interface	
System Features		
6.4.1.1	ALI Controller	
6.4.1.2	ANI/ALI Display	
6.4.1.3	Dynamic ANI/ALI Output	
6.4.1.4	ALI Error Reporting	
6.4.1.5	Abandoned Call Detail	
6.4.1.6	Internal Time Synchronization	
6.4.1.7	External Source Time Synchronization	
6.4.1.8	Caller Identification	
6.4.1.9	Wireless ALI- FCC 94-102-Phase I/Phase II One-button Call-back	
6.4.1.10	Voice over Internet Protocol (VoIP) Capability	
6.4.1.11	Complete Call Progress Detection	
6.4.1.12	TDD/TTY	
6.4.1.13	Multi-Media Requests for Assistance	
6.4.1.14	Remote Maintenance Access	
6.4.1.15	System Database Backup	
Call and System Detail Records		
6.4.2.1	Call Detail Record (CDR) Format	
6.4.2.2	Remote CDR Collection Service	
6.4.2.3	System Detail Records	
6.4.2.4	CDR and Quality of Service (QOS)	
Turn-Key System Functionality		
6.4.3.1	Controller Functionality	
6.4.3.2	Redundant Architecture	
6.4.3.3	Call-Path Associated Signaling (CAS) and Non Call-Path Signaling (NCAS)	
6.4.3.4	Administrative Line Support	
6.4.3.5	ALI Caching	
6.4.3.6	System Call Format Flexibility	
6.4.3.7	9-1-1 Emergency Star (*) Codes Transfers	
6.4.3.8	Selective Transfer	
6.4.3.9	Abandoned Call Information	
6.4.3.10	Automatic CDR	
Telecommunicator Call-Taking Functionality		
6.4.4.1 (1)	Hold	
6.4.4.1 (2)	Dial	
6.4.4.1 (3)	Re-dial	
6.4.4.1 (4)	Release	
6.4.4.1 (5)	Transfer	
6.4.4.1 (6)	Conference	
6.4.4.1 (7)	Speed Dial	
6.4.4.1 (8)	ALI Request	

6.4.4.1 (9)	ANI/ALI display (separate display is allowed)	
6.4.4.1 (10)	Four (4) line appearances or more	
6.4.4.1 (11)	Ten (10) multi-function programmable keys or more, programmed as telephone line appearance or a feature of the telephone set	
6.4.4.1 (12)	Headset/handset interface	
6.4.4.1 (13)	Volume control for inbound audio signal for headset/handset	
6.4.4.1 (14)	Volume control for outbound signal and sidetone for headset/handset	
6.4.4.1 (15)	Volume Control for the ringer	
6.4.4.1 (16)	Call status indication (ringing, answered or both)	
6.4.4.2	Flash Transfer	
6.4.4.3	Conferencing Functionality	
6.4.4.4	Distinctive Ringing	
6.4.4.5	Call Queuing	
6.4.4.6	Last Stored Number Redial	
6.4.4.7	Pre-Arrival ALI	
6.4.4.8	Incoming 9-1-1 Emergency Call Display	
Speed-Dial Functionalities		
6.4.5.1	Speed Dial	
6.4.5.2	Speed-Dial Contacts	
6.4.5.3	Speed-Dial Icons	
6.4.5.4	Speed-Dial Shortcut Star (*) Codes	
Additional Functionality		
6.4.6.1	Voice Transfer	
6.4.6.2	Ring Volume	
6.4.6.3	Transmit Mute	
6.4.6.4	Release	
6.4.6.5	Radio System Interface	
Integrated Recall Recording		
6.4.7.1	Integrated Voice Recording (IVR)	
6.4.7.2	Integrated Recall Recording (IRR)	
6.4.7.3	IRR – Management of Old Recordings	
6.4.7.4	IRR – Call Type/Text Information	
6.4.7.5	IRR – Separate Recording and Playback	
6.4.7.6	IRR – Controls	
6.4.7.7	IRR – Speakers	
6.4.7.8	IRR – Radio Channel Recording	
Intelligent Work Station Telephone (IWS) Functionality *(Verify on each IWS)*		
6.4.8	TDD/TTY Capability	
6.4.9	Call/Line Indicators	
6.4.10	System Sounds and Icons	
6.4.11	Graphical User Interface (GUI)	
6.4.12	Help Documents	
6.4.13	Screen Layout - Lock	
6.4.14	Screen Layout - Restore	
6.4.15	Printing Capabilities	
6.4.16	Status Window	

6.4.17	Automatic Number Identification (ANI)	
6.4.18	Automatic Location Identification (ALI)	
6.4.19	Call Review	
6.4.20	Instant Messaging (IM)	
6.4.21	ALI Rebid	
6.4.22	ALI Parsing	
6.4.23	Conferencing Capabilities	
6.4.24	Call-back	
6.4.25	Hold	
6.4.26	Forced Disconnect	
6.4.27	Audio Monitoring	
6.4.28	Barge In	
6.4.29	Make Busy	
6.4.30	Computer Telephony Integration Software Requirements	
6.4.31	Telecommunicator Log-on Roles and Permissions	
9-1-1 CPE Host-Remote System		
6.6.10	Service Component Architecture Call-Taking Mode	
6.6.11	Overflow Capability	
6.6.12	Remote Maintenance Access	
6.6.13	CDR and System Detail Records	
6.6.15	Radio Channel Recording	
6.6.17	Administration	
6.6.18	Time Synchronization	
6.6.21	Telecommunicator Log-on	
6.6.22	Logging Recorder Interface	
6.6.23	ACD	
6.6.24	MIS	
Remote PSAP Requirements		
6.7.3	User Profile Mobility	
6.7.4	CAD and Mapping Interface	
Remote PSAP IWS Call-Handling Configuration and Functionality		
6.8.2	Routing Display	

Minor Discrepancies:

_____

_____

_____

_____

_____

Tracking #: _____ Approved TD-288 Amount: $_____

As the authorized representative of:

_____ *(PSAP name),*

I hereby acknowledge receipt, installation and satisfactory performance of the service and/or equipment. If minor discrepancies exist, but do not keep the equipment from performing in accordance with the contracted terms and conditions, these discrepancies are noted above.

AUTHORIZED BY:

_____ _____
Signature Date

_____ _____
Printed/Typed Name Title

IMMEDIATELY AFTER ACCEPTANCE:

Submit the original TD-284, signed by the PSAP authorized representative to the Contractor and submit a copy to the CA 9-1-1 Division

ATTACHMENT 5.0 REQUIRED CALL DETAIL RECORD (CDR) ELEMENTS

The following CDR elements must be provided by the Contractor's 9-1-1 CPE no more than six (6) seconds following the completion of the call (trunk release) following standards defined in NENA Technical Information Document on XML namespaces, NENA 02-503 Issue 1, and the current NENA schema which at the time of release is 4.3.1

The example below demonstrates the format and data elements for CDR information. F ollowing the data elements is a table providing type of data expected and definitions for the elements. Data shown in the sample below is for demonstration purposes.

SAMPLE XML FORMAT:

```
<?xml version="1.0" encoding="UTF-8"?>
<!-- edited with XMLSpy v2016 rel. 2 sp1 (x64) (http://www.altova.com) -->
<xs:schema xmlns:xs="http://www.w3.org/2001/XMLSchema">
	<xs:annotation>
		<xs:documentation>California Schema for Call Detail Records (CDR) requirements and CA Required Automatic Location Information (ALI) payload</xs:documentation>
	</xs:annotation>
	<xs:element name="CACallDetailRecord">
		<xs:complexType>
			<xs:sequence>
				<xs:element name="SequenceNumber" type="xs:unsignedLong"/>
				<xs:element name="PSAPName" type="xs:string"/>
				<xs:element name="AgencyType" type="xs:string"/>
					<xs:simpleType>
						<xs:restriction base="xs:string">
							<xs:enumeration value="Primary"/>
							<xs:enumeration value="Secondary"/>
						</xs:restriction>
```

```
            </xs:simpleType>
        </xs:element>
        <xs:element name="AgencyAffiliation" block="restriction"/>
            <xs:simpleType>
                <xs:restriction base="xs:string">
                    <xs:enumeration value="CalFire"/>
                    <xs:enumeration value="CHP"/>
                    <xs:enumeration value="Consolidated"/>
                    <xs:enumeration value="Fire"/>
                    <xs:enumeration value="Medical"/>
                    <xs:enumeration value="Military"/>
                    <xs:enumeration value="Police"/>
                    <xs:enumeration value="Sheriff"/>
                    <xs:enumeration value="University"/>
                </xs:restriction>
            </xs:simpleType>
        </xs:element>
        <xs:element name="FCCID" type="xs:unsignedInt"/>
        <xs:element name="ANI" type="xs:unsignedLong"/>
        <xs:element name="TN" type="xs:unsignedLong"/>
        <xs:element name="TimeZoneOffset" type="xs:string"/>
        <xs:element name="RouteInformation">
            <xs:complexType>
                <xs:sequence>
                    <xs:element name="'TransportType" type="xs:string"/>
                    <xs:element name="RouteName" type="xs:string"/>
                    <xs:element name="LineNumber" type="xs:string"/>
```

```
<xs:element name="NetworkProvider" type="xs:string"/>
<xs:element name="SignallingType" type="xs:string"/>
<xs:element name="Non911">
    <xs:complexType>
        <xs:sequence>
            <xs:element name="IsOutbound" type="xs:boolean"/>
            <xs:element name="IsEmergency" type="xs:boolean"/>
            <xs:element name="IsRingback" type="xs:boolean"/>
        </xs:sequence>
    </xs:complexType>
</xs:element>
<xs:element name="IsTDDTTY" type="xs:boolean"/>
<xs:element name="MediaType" block="restriction">
    <xs:simpleType>
        <xs:restriction base="xs:string">
            <xs:enumeration value="VOICE"/>
            <xs:enumeration value="TDDTTY"/>
            <xs:enumeration value="SMS"/>
            <xs:enumeration value="MMS"/>
            <xs:enumeration value="VIDEO"/>
            <xs:enumeration value="APP"/>
        </xs:restriction>
    </xs:simpleType>
</xs:element>
<xs:element name="Conversation" type="xs:string" minOccurs="0"/>
</xs:sequence>
</xs:complexType>
```

```
</xs:element>
<xs:element name="CallEvents">
    <xs:complexType>
        <xs:sequence minOccurs="1" maxOccurs="1">
            <xs:element name="TrunkSeizure">
                <xs:complexType>
                    <xs:sequence minOccurs="1" maxOccurs="1">
                        <xs:element name="EventNumber" type="xs:unsignedShort"/>
                        <xs:element name="DateTime" type="xs:dateTime"/>
                        <xs:element name="SipDetails">
                            <xs:complexType>
                                <xs:sequence>
                                    <xs:element name="SipType" type="xs:string"/>
                                    <xs:element name="SipId" type="xs:unsignedInt"/>
                                    <xs:element name="SourceIP" type="xs:string"/>
                                    <xs:element name="DestinationIp" type="xs:string"/>
                                    <xs:element name="RawSipMessage"
                                    type="xs:string"/>
                                </xs:sequence>
                            </xs:complexType>
                        </xs:element>
                    </xs:sequence>
                </xs:complexType>
            </xs:element>
            <xs:element name="SetUp">
                <xs:complexType>
                    <xs:sequence minOccurs="1" maxOccurs="1">
                        <xs:element name="EventNumber" type="xs:unsignedShort"/>
```

```
                <xs:element name="DateTimeStart" type="xs:dateTime"/>
                <xs:element name="DateTimeEnd" type="xs:dateTime"/>
            </xs:sequence>
        </xs:complexType>
    </xs:element>
    <xs:element name="Ring">
        <xs:complexType>
            <xs:sequence minOccurs="0" maxOccurs="unbounded">
                <xs:element name="EventNumber" type="xs:unsignedShort" minOccurs="1"
                maxOccurs="1"/>
                <xs:element name="DateTimeStart" type="xs:dateTime" minOccurs="1"
                maxOccurs="1"/>
                <xs:element name="DateTimeEnd" type="xs:dateTime" minOccurs="1"
                maxOccurs="1"/>
                <xs:element name="Position" type="xs:string" minOccurs="1"
                maxOccurs="1"/>
                <xs:element name="OperatorId" type="xs:string" minOccurs="1"
                maxOccurs="1"/>
                <xs:element name="OperatorName" type="xs:string" minOccurs="1"
                maxOccurs="1"/>
                <xs:element name="OperatorRole" type="xs:string" minOccurs="1"
                maxOccurs="1"/>
            </xs:sequence>
        </xs:complexType>
    </xs:element>
    <xs:element name="Queue">
        <xs:complexType>
            <xs:sequence minOccurs="0" maxOccurs="unbounded">
                <xs:element name="EventNumber" type="xs:unsignedShort"/>
                <xs:element name="DateTimeStart" type="xs:dateTime"/>
```

```
                    <xs:element name="DateTimeEnd" type="xs:dateTime"/>
                    <xs:element name="QueueName" type="xs:string"/>
                    <xs:element name="QueueNumber" type="xs:string"/>
                </xs:sequence>
            </xs:complexType>
        </xs:element>
        <xs:element name="WelcomeMessage">
            <xs:complexType>
                <xs:sequence minOccurs="0" maxOccurs="unbounded">
                    <xs:element name="EventNumber" type="xs:unsignedShort"/>
                    <xs:element name="DateTimeStart" type="xs:dateTime"/>
                    <xs:element name="DateTimeEnd" type="xs:dateTime"/>
                </xs:sequence>
            </xs:complexType>
        </xs:element>
        <xs:element name="InitialAnswer">
            <xs:complexType>
                <xs:sequence minOccurs="0" maxOccurs="1">
                    <xs:element name="EventNumber" type="xs:unsignedShort"/>
                    <xs:element name="DateTime" type="xs:dateTime"/>
                    <xs:element name="Position" type="xs:string"/>
                    <xs:element name="OperatorId" type="xs:string"/>
                    <xs:element name="OperatorName" type="xs:string"/>
                    <xs:element name="OperatorRole" type="xs:string"/>
                </xs:sequence>
            </xs:complexType>
        </xs:element>
```

```
<xs:element name="StationConnect">
    <xs:complexType>
        <xs:sequence minOccurs="0" maxOccurs="unbounded">
            <xs:element name="EventNumber" type="xs:unsignedShort"/>
            <xs:element name="DateTimeStart" type="xs:dateTime"/>
            <xs:element name="DateTimeEnd" type="xs:dateTime"/>
            <xs:element name="Position" type="xs:string"/>
            <xs:element name="OperatorId" type="xs:string"/>
            <xs:element name="OperatorName" type="xs:string"/>
            <xs:element name="OperatorRole" type="xs:string"/>
        </xs:sequence>
    </xs:complexType>
</xs:element>
<xs:element name="Transfer">
    <xs:complexType>
        <xs:sequence minOccurs="0" maxOccurs="unbounded">
            <xs:element name="Position" type="xs:string"/>
            <xs:element name="OperatorId" type="xs:string"/>
            <xs:element name="OperatorName" type="xs:string"/>
            <xs:element name="OperatorRole" type="xs:string"/>
            <xs:element name="EventNumber" type="xs:unsignedShort"/>
            <xs:element name="DateTimeStart" type="xs:dateTime"/>
            <xs:element name="DateTimeConnected" type="xs:dateTime"/>
            <xs:element name="DateTimeEnd" type="xs:dateTime"/>
            <xs:element name="DialedDigits" type="xs:string"/>
            <xs:element name="QuickDialLabel" type="xs:string"/>
            <xs:element name="TransferType" block="restriction">
```

```
                                        <xs:simpleType>
                                            <xs:restriction base="xs:string">
                                                <xs:enumeration value="Internal"/>
                                                <xs:enumeration value="External"/>
                                            </xs:restriction>
                                        </xs:simpleType>
                                    </xs:element>
                                </xs:sequence>
                            </xs:complexType>
                        </xs:element>
                        <xs:element name="Conference">
                            <xs:complexType>
                                <xs:sequence minOccurs="0" maxOccurs="unbounded">
                                    <xs:element name="Position" type="xs:string"/>
                                    <xs:element name="OperatorId" type="xs:string"/>
                                    <xs:element name="OperatorName" type="xs:string"/>
                                    <xs:element name="OperatorRole" type="xs:string"/>
                                    <xs:element name="EventNumber" type="xs:unsignedShort"/>
                                    <xs:element name="DateTimeStart" type="xs:dateTime"/>
                                    <xs:element name="DateTimeConnected" type="xs:dateTime"/>
                                    <xs:element name="DateTimeEnd" type="xs:dateTime"/>
                                    <xs:element name="DialedDigits" type="xs:string"/>
                                    <xs:element name="QuickDialLabel" type="xs:string"/>
                                    <xs:element name="ConferenceType" type="xs:string"/>
                                </xs:sequence>
                            </xs:complexType>
                        </xs:element>
```

```
<xs:element name="Mute">
        <xs:complexType>
                <xs:sequence minOccurs="0" maxOccurs="unbounded">
                        <xs:element name="EventNumber" type="xs:unsignedShort"/>
                        <xs:element name="DateTimeStart" type="xs:dateTime"/>
                        <xs:element name="DateTimeEnd" type="xs:dateTime"/>
                        <xs:element name="Position" type="xs:string"/>
                        <xs:element name="OperatorId" type="xs:string"/>
                        <xs:element name="OperatorName" type="xs:string"/>
                        <xs:element name="OperatorRole" type="xs:string"/>
                </xs:sequence>
        </xs:complexType>
</xs:element>
<xs:element name="Hold">
        <xs:complexType>
                <xs:sequence minOccurs="0" maxOccurs="unbounded">
                        <xs:element name="EventNumber" type="xs:unsignedShort"/>
                        <xs:element name="DateTimeStart" type="xs:dateTime"/>
                        <xs:element name="DateTimeEnd" type="xs:dateTime"/>
                        <xs:element name="Position" type="xs:string"/>
                        <xs:element name="OperatorId" type="xs:string"/>
                        <xs:element name="OperatorName" type="xs:string"/>
                        <xs:element name="OperatorRole" type="xs:string"/>
                </xs:sequence>
        </xs:complexType>
</xs:element>
<xs:element name="Park">
```

```
            <xs:complexType>
                <xs:sequence minOccurs="0" maxOccurs="unbounded">
                    <xs:element name="EventNumber" type="xs:unsignedShort"/>
                    <xs:element name="DateTimeStart" type="xs:dateTime"/>
                    <xs:element name="DateTimeEnd" type="xs:dateTime"/>
                    <xs:element name="Position" type="xs:string"/>
                    <xs:element name="OperatorId" type="xs:string"/>
                    <xs:element name="OperatorName" type="xs:string"/>
                    <xs:element name="OperatorRole" type="xs:string"/>
                </xs:sequence>
            </xs:complexType>
        </xs:element>
        <xs:element name="AbandonedCall">
            <xs:complexType>
                <xs:sequence minOccurs="0" maxOccurs="unbounded">
                    <xs:element name="EventNumber" type="xs:unsignedShort"/>
                    <xs:element name="DateTime" type="xs:dateTime"/>
                </xs:sequence>
            </xs:complexType>
        </xs:element>
        <xs:element name="DisconnectTime">
            <xs:complexType>
                <xs:sequence minOccurs="0" maxOccurs="unbounded">
                    <xs:element name="DisconnectedBy" block="restriction">
                        <xs:simpleType>
                            <xs:restriction base="xs:string">
                                <xs:enumeration value="Caller"/>
```

```
                                        <xs:enumeration value="Operator"/>
                                    </xs:restriction>
                                </xs:simpleType>
                            </xs:element>
                            <xs:element name="EventNumber" type="xs:unsignedShort"/>
                            <xs:element name="DateTime" type="xs:dateTime"/>
                            <xs:element name="Position" type="xs:string"/>
                            <xs:element name="OperatorId" type="xs:string"/>
                            <xs:element name="OperatorName" type="xs:string"/>
                            <xs:element name="OperatorRole" type="xs:string"/>
                        </xs:sequence>
                    </xs:complexType>
                </xs:element>
                <xs:element name="TrunkReleaseTime">
                    <xs:complexType>
                        <xs:sequence minOccurs="0" maxOccurs="1">
                            <xs:element name="EventNumber" type="xs:unsignedShort"/>
                            <xs:element name="DateTime" type="xs:dateTime"/>
                        </xs:sequence>
                    </xs:complexType>
                </xs:element>
                <xs:element name="Finished">
                    <xs:complexType>
                        <xs:sequence minOccurs="0" maxOccurs="1">
                            <xs:element name="EventNumber" type="xs:unsignedShort"/>
                            <xs:element name="DateTime" type="xs:dateTime"/>
                        </xs:sequence>
```

```
                                    </xs:complexType>
                                </xs:element>
                            </xs:sequence>
                        </xs:complexType>
                    </xs:element>
                    <xs:element name="CARequiredRawALI">
                        <xs:complexType>
                            <xs:sequence minOccurs="0" maxOccurs="1">
                                <xs:element name="RAWALI" type="xs:string" minOccurs="0" maxOccurs="unbounded"/>
                            </xs:sequence>
                        </xs:complexType>
                    </xs:element>
                    <xs:element name="SystemEvents">
                        <xs:complexType>
                            <xs:sequence minOccurs="1" maxOccurs="unbounbed">
                                <xs:element name="HourlyControllerTimeStamp">
                                    <xs:complexType>
                                        <xs:sequence minOccurs="1" maxOccurs="unbounbed”>
                                            <xs:element name="DateTime" type="xs:dateTime" />
                                        </xs:sequence>
                                    </xs:complexType>
                                </xs:element>
                                <xs:element name="OperatorLogin">
                                    <xs:complexType>
                                        <xs:sequence minOccurs="1" maxOccurs="unbounbed”>
                                            <xs:element name="DateTime" type="xs:dateTime" />
                                            <xs:element name="Position" type="xs:string" />
```

```
                    <xs:element name="OperatorId" type="xs:string" />
                    <xs:element name="OperatorName" type="xs:string" />
                     <xs:element name="OperatorRole" type="xs:string" />
                    <xs:element name="QueueName" type="xs:string" />
                    <xs:element name="QueueNumber" type="xs:string" />
                </xs:sequence>
            </xs:complexType>
        </xs:element>
        <xs:element name="OperatorLogout">
            <xs:complexType>
                <xs:sequence minOccurs="1" maxOccurs="unbounbed”>
                    <xs:element name="DateTime" type="xs:dateTime" />
                    <xs:element name="Position" type="xs:string" />
                    <xs:element name="OperatorId" type="xs:string" />
                    <xs:element name="OperatorName" type="xs:string" />
                     <xs:element name="OperatorRole" type="xs:string" />
                    <xs:element name="QueueName" type="xs:string" />
                    <xs:element name="QueueNumber" type="xs:string" />
                </xs:sequence>
            </xs:complexType>
        </xs:element>
        <xs:element name="OperatorStatusChange">
            <xs:complexType>
                <xs:sequence minOccurs="1" maxOccurs="unbounbed”>
                    <xs:element name="DateTime" type="xs:dateTime" />
                    <xs:element name="Position" type="xs:string" />
                    <xs:element name="OperatorId" type="xs:string" />
```

```
                                        <xs:element name="OperatorName" type="xs:string" />
                                        <xs:element name="OperatorRole" type="xs:string" />
                                        <xs:element name="QueueName" type="xs:string" />
                                        <xs:element name="QueueNumber" type="xs:string" />
                                        <xs:element name="Status" block="restriction">
                                                <xs:simpleType>
                                                        <xs:restriction base="xs:string">
                                                                <xs:enumeration value="Ready"/>
                                                                <xs:enumeration value="NotReady"/>
                                                        </xs:restriction>
                                                </xs:simpleType>
                                        </xs:element>
                                        <xs:element name="ReasonCode" type="xs:string" />
                                </xs:sequence>
                        </xs:complexType>
                </xs:element>
        </xs:sequence>
</xs:complexType>
</xs:element>
</xs:schema>
```

SOW ATTACHMENT 6.0: CALL DATA RECORD FORMAT

The CACallDetailRecord is the root element name for the California XML Schema for 9-1-1 call detail records.

Root element	Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CACallDetailRecord	-	-	-	-	n/a	The root element of the call detail record schema.

The following sub-levels are the children and sub-elements from the root element.

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
SequenceNumber	-	-	-	unsignedLong	A positive number from 0 to 32 or 64 bits in length number. This is assigned to each CDR in sequential order to detect if any calls were skipped or duplicated. No reset of this number is allowed
PSAPName	-	-	-	string	The name of the PSAP according to the FCC PSAP Registry
AgencyType	-	-	-	enumeration	Defines the PSAP using only the following string values "Primary" or "Secondary"
AgencyAffiliation	-	-	-	enumeration	Defines the PSAP's affiliation type using only the following string values: CalFire, CHP, Consolidated, Fire, Medical, Military, Police, Sheriff, University
FCCID	-	-	-	unsignedInt	The unsigned positive number identified as a 6 to 8 digit integer from the FCC PSAP Registry
ANI	-	-	-	unsignedLong	The 10 digit automatic number identifier of the caller, with no hyphens
TN	-	-	-	unsignedLong	The telephone number of the caller with no hyphens or the number dialed by the call taker on an outbound call
TimeZoneOffset	-	-	-	string	The time offset from Universal Time Coordinate (UTC). Off daylight savings time this would be -08:00 and on daylight savings time this would be -07:00.
RouteInformation	-	-	-	n/a	Denotes the route information of the call with the following 9 sub elements at level 2.
RouteInformation	TransportType	-	-	string	Denotes the ingress network Transport type, as identified by the call handling system, such as: CAMA, T1
RouteInformation	RouteName	-	-	string	Identifier of the type of call, such as: 911, Admin, Ring Down

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
RouteInformation	LineNumber	-	-	string	The numeric identified of the trunk/line the call comes in from (by Selective Router and trunk billing number preferred for 911 trunks)
RouteInformation	NetworkProvider	-	-	string	Service provider of the routing network (ATT, Frontier, West, ComTech, etc.)
RouteInformation	SignallingType	-	-	string	Identify if call is coming by SS7, SIP, SMS, MPLS
RouteInformation	Non911	IsOutbound	-	boolean	TRUE/FALSE Identifies if the non911 call is outbound or not
RouteInformation	Non911	IsEmergency	-	boolean	TRUE/FALSE Identifies if the non911 call came on 10-digit emergency lines or not
RouteInformation	Non911	IsRingback	-	boolean	TRUE/FALSE Identifies if the non911 call is an abandoned call ringback or not
RouteInformation	IsTDDTTY	-	-	boolean	TRUE/FALSE Identifies if the call is a TDDTTY call or not
RouteInformation	MediaType	-	-	enumeration	Defines the call media type using only the following string values: VOICE, TDDTTY, SMS, MMS, VIDEO, APP
RouteInformation	Conversation	-	-	string	The contents of the conversation for media types that contain a written conversation, such as TDDTTY and SMS
CallEvents	-	-	-	n/a	Denotes the call events of the call with the following 9 sub elements at level 2.
CallEvents	TrunkSeizure	-	-	n/a	The details of the time when the call is received at the Controller and the trunk is seized.
CallEvents	TrunkSeizure	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	TrunkSeizure	DateTime	-	dateTime	Date and time of the event
CallEvents	TrunkSeizure	SipDetails	-	string	SIP details as defined by the 5 sub elements below
CallEvents	TrunkSeizure	SipDetails	SipType	string	The media type of the SIP message body
CallEvents	TrunkSeizure	SipDetails	SipId	unsignedInt	SIP Message-ID unique identifier within the header
CallEvents	TrunkSeizure	SipDetails	SourceIP	string	The IP address of IPv4 or Ipv6
CallEvents	TrunkSeizure	SipDetails	DestinationIP	string	The IP address of IPv4 or Ipv6
CallEvents	TrunkSeizure	SipDetails	RawSipMessage	string	The raw SIP message

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CallEvents	SetUp	-	-	-	The details of the time when the call is in the controller being set up for delivery to the call taker or queue
CallEvents	SetUp	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	SetUp	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	SetUp	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Ring	-	-	-	The details related to the call when the call is ringing/presented at the call taker's position
CallEvents	Ring	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Ring	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	Ring	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Ring	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	Ring	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Ring	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Ring	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	Queue	-	-	-	The details related to the call when in/out of queue
CallEvents	Queue	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Queue	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	Queue	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Queue	QueueName	-	string	The name of the queue such as 911, Admin, Spanish
CallEvents	Queue	QueueNumber	-	string	The assigned queue number
CallEvents	WelcomeMessage	-	-	-	The details related to the time that the call is treated with an introductory message

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CallEvents	WelcomeMessage	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	WelcomeMessage	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	WelcomeMessage	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	InitialAnswer	-	-	-	The details related to the time at which the call taker answers the call
CallEvents	InitialAnswer	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	InitialAnswer	DateTime	-	dateTime	Date and time of the event
CallEvents	InitialAnswer	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	InitialAnswer	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	InitialAnswer	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	InitialAnswer	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	StationConnect	-	-	-	The details related to the time at which an intelligent workstation (within the CPE system) connects to a call
CallEvents	StationConnect	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	StationConnect	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	StationConnect	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	StationConnect	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	StationConnect	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	StationConnect	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	StationConnect	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CallEvents	Transfer	-	-	-	The details related to a call transfer
CallEvents	Transfer	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Transfer	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	Transfer	DateTimeConnected	-	dateTime	Date and time when the call is connected to the transfer to party
CallEvents	Transfer	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Transfer	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	Transfer	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Transfer	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Transfer	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	Transfer	DialedDigits	-	string	Flash hook or similar transfer indicator with * code, transfer number, or 10 digit dialed number
CallEvents	Transfer	QuickDialLabel	-	string	The name of the entity associated with the dialed digits (i.e. PSAP, external emergency resource)
CallEvents	Transfer	TransferType	-	enumeration	Defines the call transfer type using only the following string values: Internal, External
CallEvents	Conference	-	-	-	The details related to a conference session
CallEvents	Conference	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Conference	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	Conference	DateTimeConnected	-	dateTime	Date and time when the call is connected to the transfer to party
CallEvents	Conference	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Conference	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	Conference	OperatorId	-	string	The name or number id of the call taker operator who is signed on

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CallEvents	Conference	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Conference	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	Conference	DialedDigits	-	string	Dialed digits or number being conferenced
CallEvents	Conference	QuickDialLabel	-	string	The name of the entity associated with the dialed digits (i.e. station number)
CallEvents	Conference	ConferenceType	-	string	Defines the call conference type such as external (outside the CPE system), internal (within the CPE system), etc.
CallEvents	Mute	-	-	-	The details related to a call that is placed on mute
CallEvents	Mute	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Mute	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	Mute	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Mute	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	Mute	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Mute	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Mute	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	Hold	-	-	-	The details related to a call that is placed on Hold
CallEvents	Hold	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Hold	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	Hold	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Hold	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CallEvents	Hold	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Hold	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Hold	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	Park	-	-	-	The details related to a call that is placed on Hold
CallEvents	Park	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Park	DateTimeStart	-	dateTime	Date and time of the event start
CallEvents	Park	DateTimeEnd	-	dateTime	Date and time of the event end
CallEvents	Park	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	Park	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Park	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	Park	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	AbandonedCall	-	-	-	Any call in which the caller hangs up prior to their call being answered by a PSAP call taker. Callers who hang up after their call has been treated by an ACD or placed into queue, but prior to their call being answered by a call taker, shall be counted as an abandoned call. This is the time at which the caller abandons the call prior to being answered by the call taker, including the time at which a call enters an abandoned call queue or list, if applicable.
CallEvents	AbandonedCall	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	AbandonedCall	DateTime	-	dateTime	Date and time of the event

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CallEvents	DisconnectTime	-	-	-	The time at which the call taker or the caller disconnects from the call. There may be multiple disconnect times for different call takers for the same event number.
CallEvents	DisconnectTime	DisconnectedBy	-	enumeration	Defines the call transfer type using only the following string values: Internal, External
CallEvents	DisconnectTime	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	DisconnectTime	DateTime	-	dateTime	Date and time of the event
CallEvents	DisconnectTime	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
CallEvents	DisconnectTime	OperatorId	-	string	The name or number id of the call taker operator who is signed on
CallEvents	DisconnectTime	OperatorName	-	string	The name or number id of the call taker operator who is signed on
CallEvents	DisconnectTime	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
CallEvents	TrunkReleaseTime	-	-	-	The time at which the line is released and available for the next call.
CallEvents	TrunkReleaseTime	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	TrunkReleaseTime	DateTime	-	dateTime	Date and time of the event
CallEvents	Finished	-	-	-	The time at which the call data processing concludes within the call handling system
CallEvents	Finished	EventNumber	-	unsignedShort	The unique number assigned to the call within a system and used for all events and reporting related to the original call.
CallEvents	Finished	DateTime	-	dateTime	Date and time of the event
CARequiredRawALI		-	-	n/a	Denotes the California Required Automatic Location Information of the call with the following sub element at level 2. Must comply with California Format 04 ALI Display Standards, including future updates or revisions.

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
CARequiredRawALI	RAWALI	-	-	string	The ALI dump out of the call handling system as received from the ALI provider. Must comply with California Format 04 ALI Display Standards, including future updates or revisions. Minimum occurrence of 0 and maximum occurrence is unbounded. Must be provided for the initial ALI bid, the final ALI bid, and each rebid for all calls where ALI is applicable.
SystemEvents	-	-	-	n/a	Denotes the system events of the CPE with the following 4 sub elements at level 2.
SystemEvents	HourlyControllerTimeStamp	-	-	-	The mandatory hourly time stamp generated by the call handling system controller
SystemEvents	HourlyControllerTimeStamp	DateTime	-	dateTime	Date and time of the event
SystemEvents	OperatorLogin	-	-	-	The details related to the call taker when logging in to the CPE system
SystemEvents	OperatorLogin	DateTime	-	dateTime	Date and time of the event
SystemEvents	OperatorLogin	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
SystemEvents	OperatorLogin	OperatorId	-	string	The name or number id of the call taker operator who is signed on
SystemEvents	OperatorLogin	OperatorName	-	string	The name or number id of the call taker operator who is signed on
SystemEvents	OperatorLogin	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
SystemEvents	OperatorLogin	QueueName	-	string	The name of the queue such as 911, Admin, Spanish
SystemEvents	OperatorLogin	QueueNumber	-	string	The assigned queue number
SystemEvents	OperatorLogout	-	-	-	The details related to the call taker when logging out of the CPE system
SystemEvents	OperatorLogout	DateTime	-	dateTime	Date and time of the event
SystemEvents	OperatorLogout	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
SystemEvents	OperatorLogout	OperatorId	-	string	The name or number id of the call taker operator who is signed on

Level 1	Level 2	Level 3	Level 4	Data Format	Data Definition
SystemEvents	OperatorLogout	OperatorName	-	string	The name or number id of the call taker operator who is signed on
SystemEvents	OperatorLogout	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
SystemEvents	OperatorLogout	QueueName	-	string	The name of the queue such as 911, Admin, Spanish
SystemEvents	OperatorLogout	QueueNumber	-	string	The assigned queue number
SystemEvents	OperatorStatusChange	-	-	-	The details related to the call taker when the status of that call taker changes from one state to another
SystemEvents	OperatorStatusChange	DateTime	-	dateTime	Date and time of the event
SystemEvents	OperatorStatusChange	Position	-	string	Call taker's position number in the form of 0001, 0002 up to 9999
SystemEvents	OperatorStatusChange	OperatorId	-	string	The name or number id of the call taker operator who is signed on
SystemEvents	OperatorStatusChange	OperatorName	-	string	The name or number id of the call taker operator who is signed on
SystemEvents	OperatorStatusChange	OperatorRole	-	string	The role to which the call taker is assigned or logged into specific to this event.
SystemEvents	OperatorStatusChange	QueueName	-	string	The name of the queue such as 911, Admin, Spanish
SystemEvents	OperatorStatusChange	QueueNumber	-	string	The assigned queue number
SystemEvents	OperatorStatusChange	Status	-	enumeration	Defines the call taker status using only the following string values: Ready, NotReady

APPENDIX B
BUDGET DETAIL, INVOICING AND PAYMENT PROVISIONS

1) Contractors shall be limited to 12 months of back billing on all systems, services and functionality ordered under the Contract. Invoices presented more than 12 months after the formal acceptance of the system, service or functionality will not be considered valid and will not be paid.

2) Invoices shall be submitted as specified on the individual PO as submitted to the Contractor. The Contractor shall render invoices for total monthly maintenance charges following the month for which the charges accrue. Invoices to the CA 9-1-1 Branch must include those items listed in the GSPD-401IT, Item #29 and may require additional information. Payment for goods or services rendered outside the original SOW of a PO (change orders) will require an amendment to the PO or a new PO.

3) Contractor shall provide individual invoices for each project under this Contract that shall include, at a minimum, the following fields:

   a) Invoice Date

   b) CA PSAP Name and Address

   c) Tracking Number

   d) Naming Convention (provided by CA 9-1-1 Branch)

   e) System Installation Date

   f) System Acceptance Date

   g) Maintenance Start Date (after the one year warranty period)

   h) Cost (including equipment, installation, and training)

   i) Sales Tax

4) All invoices submitted to the CA 9-1-1 Branch as a result of a PO based on this Contract will be billed separately from other charges the Contractor may currently be billing.

5) The CA 9-1-1 Branch will provide naming conventions to the CA PSAP for site identification and all invoices will use the same naming convention.

6) Equipment accountability will be by model number, serial number and physical location.

7) The Contractor shall make every effort to reconcile incorrect invoices within 30 calendar days from notification by the CA PSAP or CA 9-1-1 Branch of the discrepancy. The CA PSAP or CA 9-1-1

Branch may withhold payments of all invoices issued as a result of this Contract until the discrepancies have been corrected.

8) It shall be PSAP's sole determination as to whether all equipment has been successfully installed and accepted. Signed acceptance is required from the PSAP before processing an invoice for payment.

9) Upon acceptance of each deliverable, the Contractor will submit an invoice for payment associated with the individual payment amounts. Payment shall not exceed the Cost Worksheet.

10) For Equipment, invoices shall be submitted in triplicate including costs charged for each Line Item's Equipment Unit Price.

11) For Monthly Maintenance, invoices shall be submitted in triplicate, monthly in arrears, identifying the PSAP, Contractor and equipment information.,

12) The Contractor costs related to items such as travel and per diem are costs of the Contractor, shall be inclusive of the hourly rate bid, and will not be paid separately as part of this Agreement.

13) Submit invoices, in triplicate, with reference to the Contract number #4156-6 to:

California Governor's Office of Emergency Services
Attention: Accounting Unit
3650 Schriever Ave.
Mather, CA 95655

14) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

15) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Contract with no liability occurring to Cal OES, or offer a Contract amendment to the Contractor to reflect the reduced amount.

16) Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

EXHIBIT 16 - #1

9-1-1 CPE BASIC TURN-KEY STAND-ALONE SYSTEM COST WORKSHEET

Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.
1) Bidder shall insert their Company name into the "Bidder's Name" field and Model name for the proposed system into the "Manufacturer/Model" field.
2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.
3) The elements included in the Basic CPE Turn-key Configurations are detailed within the IFB Section 6.5. Bidder shall insert the price for the 9-1-1 CPE Basic Turn-key System Configuration based on the defined number of positions per each Line Item #. For configurations over 20 positions during initial installation or adding additional positions after installation, with all the same requirements as above.
4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year warranty.
5) The Implentation Unit Price shall include the cost of staging, installation, wiring, testing and training.
6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.
7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

Manufacturer/Model: Airbus DS Communications / VESTA System

(a.)	(b.)	(c.)	(d.)	(e.)	(f.)	(g.)	(h.)	(i.)	(j.)
Line Item #	Turn-key System with defined Number of Intelligent Workstations (Positions)	Unit of Measure Each	Basic Turn-key System Equipment Unit Price	Implementation Unit Price	Monthly Maint. Rate Years 2-5	TOTAL 5 Year Turn-key System c*[d+e+(f*48)]	Monthly Maint. Rate Year 6	Monthly Maint. Rate Year 7	TOTAL Year 6 & 7 Maintenance (h*12)+(i*12)
1	Turn-key System - 2 Positons	1	$108,521.33	$22,683.90	$636.35	$161,749.90	$726.45	$726.45	$17,434.70
2	Turn-key System - 3 Positions	1	$124,082.33	$23,464.95	$875.88	$189,589.44	$1,024.04	$1,024.04	$24,576.89

3	Turn-key System - 4 Positions	1	$138,600.69	$24,714.55	$1,112.07	$216,694.38	$1,317.80	$1,317.80	$31,627.24
4	Turn-key System - 5 Positions	1	$154,100.16	$25,495.60	$1,344.89	$244,150.52	$1,607.72	$1,607.72	$38,585.30
5	Turn-key System - 6 Positions	1	$169,613.39	$28,245.20	$1,574.39	$273,429.35	$1,893.78	$1,893.78	$45,450.64
6	Turn-key System - 7 Positions	1	$184,039.68	$29,494.80	$1,800.55	$299,960.75	$2,176.01	$2,176.01	$52,224.14
7	Turn-key System - 8 Positions	1	$200,763.46	$30,275.85	$2,023.34	$328,159.72	$2,454.39	$2,454.39	$58,905.35
8	Turn-key System - 9 Positions	1	$216,161.42	$31,994.00	$2,242.81	$355,810.34	$2,728.91	$2,728.91	$65,493.84
9	Turn-key System - 10 Positions	1	$240,050.51	$34,743.60	$2,458.94	$392,823.05	$2,999.60	$2,999.60	$71,990.48
10	Turn-key System - 11 Positions	1	$254,590.16	$35,524.65	$2,671.70	$418,356.41	$3,266.45	$3,266.45	$78,394.83
11	Turn-key System - 12 Positions	1	$270,746.56	$36,305.70	$2,881.14	$445,346.89	$3,529.44	$3,529.44	$84,706.47
12	Turn-key System - 13 Positions	1	$286,011.22	$37,555.30	$3,087.23	$471,753.69	$3,788.59	$3,788.59	$90,926.26
13	Turn-key System - 14 Positions	1	$300,256.28	$40,304.90	$3,289.97	$498,479.52	$4,043.91	$4,043.91	$97,053.76
14	Turn-key System - 15 Positions	1	$315,459.57	$41,554.50	$3,489.37	$524,503.96	$4,295.36	$4,295.36	$103,088.54
15	Turn-key System - 16 Positions	1	$330,878.99	$42,804.10	$3,685.44	$550,584.04	$4,542.98	$4,542.98	$109,031.48
16	Turn-key System - 17 Positions	1	$350,726.70	$44,053.70	$3,878.14	$580,931.03	$4,786.76	$4,786.76	$114,882.13
17	Turn-key System - 18 Positions	1	$371,298.11	$45,303.30	$4,077.55	$612,323.59	$5,038.20	$5,038.20	$120,916.91
18	Turn-key System - 19 Positions	1	$395,267.21	$48,052.90	$4,253.55	$647,490.38	$5,262.76	$5,262.76	$126,306.14
19	Turn-key System - 20 Positions	1	$417,901.27	$49,302.50	$4,492.82	$682,859.04	$5,507.81	$5,507.81	$132,187.55
20	At the time of installation, the cost of an additional IWS position per Section 6 for a Basic Turn-key system over 20 positions including all connectivity within the PSAP.	1	$30,373.21	$1,249.60	$215.01	$41,943.33	$269.41	$269.41	$6,465.88
21	After installation, the cost of an additional IWS per Section 6 for a Basic Turn-key system, including all hardware, software, training, cabling, and any additional materials necessary for install.	1	$31,885.23	$3,124.20	$215.01	$45,329.96	$269.41	$269.41	$6,465.88
					SUBTOTAL:	**$7,982,269.31**		**SUBTOTAL:**	**$1,476,714.39**

TAB #1: GRAND TOTAL of TURN-KEY CPE WITH 5YR MAINT + 2YR MAINT:	**$9,458,983.70**

EXHIBIT 16 - #2
9-1-1 CPE SYSTEM ITEMIZED COST WORKSHEET

Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.
1) Bidder shall insert their Company name into the "Bidder's Name" field.
2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.
3) These itemized items may be applied for Turn-key or Host-Remote Systems. Bidders are to provide their price for the equipment with features and functionality described for each line item. The Equipment Unit Price shall included all equipment, software, and one year warranty.
4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year warranty.
5) The Implentation Unit Price shall include the cost of staging, installation, wiring, testing and training.
6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.
7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

(a.)	(b.)	(c.)	(d.)	(e.)	(f.)	(g.)	(h.)	(i.)	(j.)
Line Item #	Itemized Description	Unit of Measure Each	Equipment Unit Price	Implementation Unit Price	Monthly Maint. Rate Years 2 - 5	Total 5 Year Itemized c*[d+e+(f*48)]	Monthly Maint. Rate Year 6	Monthly Maint. Rate Year 7	TOTAL Year 6 & 7 Maintenance (h*12)+(i*12)
1	Laser jet printer, (LAN Network ready) capable of printing 15 pages per minute.	1	$983.41	$420.77	$6.59	$1,720.68	$7.58	$7.58	$181.99
2	19" computer monitor to work with IWS.	1	$282.75	$315.58	$1.90	$689.33	$2.18	$2.18	$52.33
3	22" computer monitor to work with IWS.	1	$306.05	$315.58	$2.05	$720.13	$2.36	$2.36	$56.64
4	24" computer monitor to work with IWS.	1	$591.91	$315.58	$3.97	$1,097.99	$4.56	$4.56	$109.54
5	Legacy Network Interface card with a minimum of 4 ports to accommodate Centralized Automatic Message Accounting (CAMA) or 10-Digit.	1	$666.41	$2,960.00	$16.01	$4,394.89	$18.41	$18.41	$441.88

6	IP interface gateway/appliance	1	$1,314.46	$3,150.00	$40.73	$6,419.45	$46.84	$46.84	$1,124.12
7	Chassis to mount interface line cards with all required interconnect cabling.	1	$3,279.38	$2,960.00	$54.83	$8,871.16	$57.70	$57.70	$1,384.71
8	Uninterrupted Power Supply (UPS) for backroom equipment.	1	$7,246.63	$740.00	$48.59	$10,318.88	$55.88	$55.88	$1,341.04
9	Uninterrupted Power Supply (UPS) for an IWS.	1	$689.79	$740.00	$4.63	$1,651.79	$5.32	$5.32	$127.65
					SUBTOTAL:	**$35,884.30**		**SUBTOTAL:**	**$4,819.88**

TAB #2: GRAND TOTAL of ITEMIZED ITEMS WITH 5YR MAINT + 2YR MAINT:	**$40,704.18**

EXHIBIT 16 - #3

9-1-1 CPE HOST-REMOTE SYSTEM COST WORKSHEET

Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.
1) Bidder shall insert their Company name into the "Bidder's Name" field and Model name for the proposed system into the "Manufacturer/Model" field.
2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.
3) The requirements for the 911 CPE Host-Remote Systems are detailed within the IFB Sections 6.6 - 6.8. Bidder shall insert the price for the individual host Line Item # and configuatations with the defined number of positions per each Line Item #. For configurations over 20 positions during initial installation and adding additional positions after installation, with all the same requirements as above.
4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year warranty.
5) The Implentation Unit Price shall include the cost of staging, installation, wiring, testing and training.
6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.
7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

Manufacturer/Model: Airbus DS Communications / VESTA System

(a.)	(b.)	(c.)	(d.)	(e.)	(f.)	(g.)	(h.)	(i.)	(j.)
Line Item #	Configuration Title	Unit of Measure Each	Equipment Unit Price	Implementation Unit Price	Monthly Maint. Rate Years 2-5	TOTAL 5 Year Host-Remote System Items c*[d+e+(f*48)]	Monthly Maint. Rate Year 6	Monthly Maint. Rate Year 7	TOTAL Year 6 & 7 Maintenance (h*12)+(i*12)
1	The first Host of a Host-Remote System, including all backroom equipment as described in Sections 6.6 - 6.8	1	$59,520.74	$6,529.85	$128.27	$72,207.68	$169.40	$169.40	$4,065.49

2	The second or additional Host of a Host-Remote System, including all backroom equipment as described in Section 6.6 - 6.8	1	$59,520.74	$6,529.85	$128.27	$72,207.68	$169.40	$169.40	$4,065.49
3	Remote PSAP with 1 position including all connectivity within the PSAP	1	$40,537.12	$14,965.35	$367.73	$73,153.38	$396.21	$396.21	$9,509.02
4	Remote PSAP with 2 positions including all connectivity within the PSAP.	1	$54,237.24	$16,183.90	$610.60	$99,730.03	$697.65	$697.65	$16,743.50
5	Remote PSAP with 3 positions including all connectivity within the PSAP.	1	$69,756.60	$17,714.95	$850.11	$128,277.05	$995.26	$995.26	$23,886.13
6	Remote PSAP with 4 positions including all connectivity within the PSAP.	1	$84,880.10	$19,714.55	$1,086.30	$156,737.13	$1,289.02	$1,289.02	$30,936.48
7	Remote PSAP with 5 positions including all connectivity within the PSAP.	1	$96,718.71	$21,245.60	$1,319.15	$181,283.29	$1,578.92	$1,578.92	$37,894.10
8	Remote PSAP with 6 positions including all connectivity within the PSAP.	1	$109,162.95	$23,245.20	$1,548.63	$206,742.25	$1,865.00	$1,865.00	$44,759.88
9	Remote PSAP with 7 positions including all connectivity within the PSAP.	1	$117,128.74	$25,244.80	$1,774.78	$227,563.16	$2,147.22	$2,147.22	$51,533.37
10	Remote PSAP with 8 positions including all connectivity within the PSAP.	1	$131,004.00	$26,775.85	$1,997.60	$253,664.48	$2,425.59	$2,425.59	$58,214.15
11	Remote PSAP with 9 positions including all connectivity within the PSAP.	1	$143,553.12	$29,244.00	$2,217.05	$279,215.38	$2,700.13	$2,700.13	$64,803.07
12	Remote PSAP with 10 positions including all connectivity within the PSAP.	1	$157,594.91	$31,243.60	$2,433.17	$305,630.81	$2,970.82	$2,970.82	$71,299.71
13	Remote PSAP with 11 positions including all connectivity within the PSAP.	1	$193,931.74	$32,774.65	$2,645.95	$353,712.21	$3,237.65	$3,237.65	$77,703.63
14	Remote PSAP with 12 positions including all connectivity within the PSAP.	1	$201,799.84	$34,305.70	$2,855.37	$373,163.52	$3,500.65	$3,500.65	$84,015.70
15	Remote PSAP with 13 positions including all connectivity within the PSAP.	1	$216,058.88	$36,305.30	$3,061.47	$399,314.70	$3,759.81	$3,759.81	$90,235.49

16	Remote PSAP with 14 positions including all connectivity within the PSAP.	1	$230,287.24	$38,304.90	$3,264.22	$425,274.70	$4,015.11	$4,015.11	$96,362.56
17	Remote PSAP with 15 positions including all connectivity within the PSAP.	1	$247,342.57	$40,304.50	$3,463.61	$453,900.31	$4,266.57	$4,266.57	$102,397.78
18	Remote PSAP with 16 positions including all connectivity within the PSAP.	1	$260,185.46	$42,304.10	$3,659.67	$478,153.85	$4,514.20	$4,514.20	$108,340.71
19	Remote PSAP with 17 positions including all connectivity within the PSAP.	1	$275,193.33	$44,303.70	$3,852.39	$504,411.88	$4,757.96	$4,757.96	$114,190.93
20	Remote PSAP with 18 positions including all connectivity within the PSAP.	1	$289,390.83	$46,303.30	$4,051.78	$530,179.66	$5,009.42	$5,009.42	$120,226.15
21	Remote PSAP with 19 positions including all connectivity within the PSAP.	1	$304,907.42	$48,302.90	$4,227.78	$556,143.94	$5,233.97	$5,233.97	$125,615.37
22	Remote PSAP with 20 positions including all connectivity within the PSAP.	1	$319,053.94	$50,302.50	$4,421.62	$581,594.11	$5,479.01	$5,479.01	$131,496.35
23	At the time of installation, the cost to add an additional position for a Remote PSAP configuration over 20 positions in a Host-Remote system including all connectivity within the PSAP. Priced as each.	1	$28,810.71	$2,812.10	$215.01	$41,943.33	$269.41	$269.41	$6,465.88
24	After intial installation, the cost to add an additional position to a Remote PSAP within a Host-Remote system including all hardware, software, training, cabling and any additional materials necessary for install. Priced as each.	1	$28,885.23	$6,124.20	$215.01	$45,329.96	$269.41	$269.41	$6,465.88
25	After intial installation, the cost at an individual Host to add another PSAP to an existing Host-Remote system. Priced as each.	1	$20,211.75	$7,529.85	$76.51	$31,414.04	$45.45	$45.45	$1,090.91
					SUBTOTAL:	**$6,830,948.54**		**SUBTOTAL:**	**$1,482,317.73**

TAB #3: GRAND TOTAL of HOST-REMOTE INCLUDING 5YR MAINT + 2YR MAINT:	**$8,313,266.27**

EXHIBIT 16 - #4

APPLICATIONS AND PERIPHERALS COST WORKSHEET

Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.
1) Bidder shall insert their Company name into the "Bidder's Name" field.
2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.
3) Bidders are to provide their price for the equipment with features and functionality described for each line item per IFB Section 6.9 which are applicable to the Telecommunicatior call taking operations.
4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year warranty.
5) The Implentation Unit Price shall include the cost of staging, installation, wiring, testing and training.
6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.
7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

(a.)	(b.)	(c.)	(d.)	(e.)	(f.)	(g.)	(h.)	(i.)	(j.)
Line Item #	Application or Peripheral	Unit of Measure	Equipment Unit Price	Implementation Unit Price	Monthly Maint. Rate Years 2-5	TOTAL 5 Year App/Peripheral Items c*[d+e+(f*48)]	Additional Monthly Maint. Rate Year 6	Additional Monthly Maint. Rate Year 7	TOTAL Year 6 & 7 Maintenance (h*12)+(i*12)
1	Geographical Information System (GIS) Mapping System functionality including all required server hardware and software, including a license as needed, **in the PSAP backroom *or* Host location.**	1	$22,684.69	$9,114.29	$132.53	$38,160.57	$152.41	$152.41	$3,657.92

2	Geographical Information System (GIS) Mapping System functionality **per IWS** including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$8,841.71	$1,480.00	$161.53	$18,075.03	$185.76	$185.76	$4,458.15
3	Digital Voice Logging Recorder (DVLR) with minimum of 12 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$47,674.63	$51,534.29	$868.67	$140,904.98	$998.97	$998.97	$23,975.24
4	Digital Voice Logging Recorder (DVLR) with minimum of 32 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$87,932.50	$51,880.00	$1,633.56	$218,223.51	$1,878.60	$1,878.60	$45,086.33
5	Digital Voice Logging Recorder (DVLR) with minimum of 64 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$128,099.18	$56,488.57	$2,819.41	$319,919.44	$3,242.32	$3,242.32	$77,815.72
6	Digital Voice Logging Recorder (DVLR) with minimum of 96 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$166,556.23	$105,221.43	$3,930.37	$460,435.42	$4,519.93	$4,519.93	$108,478.21
7	External Time Source per Section 6.9.3.	1	$12,274.74	$2,960.00	$20.66	$16,226.52	$23.76	$23.76	$570.27
8	Real-Time Call Status System per Section 6.9.4	1	$5,563.00	$5,920.00	$52.75	$14,015.00	$60.66	$60.66	$1,455.90
9	Real-Time Call Status Display per Section 6.9.5	1	$3,525.51	$1,597.14	$16.87	$5,932.22	$19.40	$19.40	$465.50
10	Integrated SMS Text Function Activation **in the PSAP *or* Host location** with set-up and training.	1	$462.50	$12,842.86	$38.54	$15,155.36	$44.32	$44.32	$1,063.75

11	Integrated SMS Text Function **per IWS** with set-up and training.	1	$925.00	$1,480.00	$77.08	$6,105.00	$88.65	$88.65	$2,127.50
12	IP Router with Firewall for IP calls or TCC connection.	1	$4,427.77	$4,440.00	$57.80	$11,641.95	$66.46	$66.46	$1,595.15
13	Call-taker Headset per Section 6.9.7.	1	$985.00	$185.00	$15.42	$1,910.00	$17.73	$17.73	$425.50
14	IP Phone Set per Section 6.9.8	1	$4,968.64	$840.71	$71.08	$9,221.42	$81.75	$81.75	$1,961.94
15	Automatic Call Distribution (ACD) Site Activation functionality including all required server hardware and software, including a license as needed, **in the PSAP backroom or Host location.**	1	$1,480.00	$185.00	$123.33	$7,585.00	$141.83	$141.83	$3,404.00
16	Automatic Call Distribution (ACD) functionality **per IWS/Agent** including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$2,468.59	$185.00	$110.59	$7,961.88	$127.18	$127.18	$3,052.27
17	Management Information System (MIS) functionality including all required server hardware and software, including a license as needed, **in the PSAP backroom or Host location**.	1	$20,017.20	$1,899.29	$131.38	$28,222.53	$151.08	$151.08	$3,625.98
18	Management Information System (MIS) functionality **per IWS** including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	$4,823.57	$370.00	$71.02	$8,602.61	$81.67	$81.67	$1,960.20
					SUBTOTAL:	**$1,328,298.43**		**SUBTOTAL:**	**$285,179.53**

TAB #4: GRAND TOTAL of APPLICATIONS AND PERIPHERALS WITH 5YR MAINT + 2YR MAINT:	**$1,613,477.96**

EXHIBIT 16 - #5
LABOR RATES COST WORKSHEET

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

(a.)	(b.)	(c.)	(d.)	(e.)	(f.)	(g.)	(h.)	(i.)
Line Item #	Classification	Hourly Rate Years 1-3	Hourly Rate Year 4	Hourly Rate Year 5	Hourly Rate Year 6	Hourly Rate Year 7	Estimated annual hours	Evaluation Total [(3*c)+(d+e+f+g)]*h
1	Factory-Trained Certified Technician	$185.00	$185.00	$185.00	$185.00	$185.00	100	$129,500.00
2	Technician	$165.00	$165.00	$165.00	$165.00	$165.00	50	$57,750.00
3	System Engineer	$200.00	$200.00	$200.00	$200.00	$200.00	40	$56,000.00
4	Project Manager	$200.00	$200.00	$200.00	$200.00	$200.00	40	$56,000.00
TAB #5 LABOR RATES EVALUATION TOTAL:								**$299,250.00**

EXHIBIT 16 - #6
SUMMARY COST WORKSHEET FOR TABS 1-5.

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholes

TAB #1: GRAND TOTAL of TURN-KEY CPE WITH 5YR MAINT + 2YR MAINT:	$9,458,983.70
TAB #2: GRAND TOTAL of ITEMIZED ITEMS WITH 5YR MAINT + 2YR MAINT:	$40,704.18
TAB #3: GRAND TOTAL of HOST-REMOTE INCLUDING 5YR MAINT + 2YR MAINT:	$8,313,266.27
TAB #4: GRAND TOTAL of APPLICATIONS AND PERIPHERALS WITH 5YR MAINT + 2YR MAINT:	$1,613,477.96
TAB #5: LABOR RATES EVALUATION TOTAL:	$299,250.00
GRAND TOTAL:	$19,725,682.10

STATE OF CALIFORNIA
CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICES

COMMITMENT TO FUND 9-1-1 EQUIPMENT AND SERVICES

OES-PSC-288 (Rev. 11-2022)

LOGISTICS MANAGEMENT
PUBLIC SAFETY COMMUNICATIONS

This Form To Be Completed By The State 9-1-1 Office Only

Public Agency:	**PLUMAS CO SO**	**Contractor Name:**	**AT&T**
Address:	1400 E MAIN STREET	Mailing Address:	1452 EDINGER AVE
City, State, Zip:	QUINCY, CA 95971	City, State, Zip	TUSTIN, CA 92780
PSAP Manager:	CHANDLER PEAY	Representative:	JEFF REEVE
E-mail Address:	chandlerpeay@countyofplumas.com	E-Mail Address:	ju7072@att.com
Phone Number:	530-283-6397	Phone Number:	714-227-1268
ALT Contact/Phone:		ALT Contact/Phone:	

Type of Funding Request:

( ) 9-1-1 Equipment ( ) 9-1-1 Network ( ) Training
( ) 9-1-1 Education ( ) County Coordinator Expense ( ) 7-Digit Phone Lines
(X) Maintenance ( ) Other:

Description of Equipment and Services to be funded: AT&T to provide UPS and maintain VESTA CPE system per established quote/service-period. PSAP may cancel with 30-days notice to vendor, this upon acceptance of subsequent CPE replacement. **NOTE TO PSAP:** Payment must be made by your agency directly to vendor. Reimbursement request to state to be submitted in arrears of payment; complete/sign the CALOES TD290-Reimbursement Claim form, include TD288 number assignment and submit to advisor with copy of vendor invoicing and agency proof-of-payment (copy of canceled check and/or detailed account ledger may be accepted). **PAYMENT ROUTE: PSAP REIMBURSEMENT**

Purchase/Service Information: Include equipment or service description, quantity, part number, unit cost, installation cost, monthly cost, tax and total cost. Attach contractors quote or PSAP purchase order, where applicable.

Description	Quantity	Service/ Eqmt. ID#	Unit Cost	Installation	Monthly Cost	Total Recurring Cost	Total Non-Recurring Cost
VESTA CPE MAINTENANCE YEAR 8 & 9 (11/7/24 to 6/30/26)	20				1,909.78	38,195.57	
BACKROOM UPS REPLACEMENT	2					-	14,274.00
POSITION UPS REPLACEMENT	3						4,485.00
					Subtotal	38,195.57	18,759.00
					Tax and Surcharge	8.63%	1,617.96
					TOTAL APPROVED		**$58,572.53**

TD-288 expiration date: N/A **Fiscal Year:** **2024/2025**
All invoices shall refer to tracking number: **27971** **Account Name:** **3201 / 702.14**

The State of California's monetary obligation under this agreement in subsequent fiscal years is subject to, and contingent upon, availability of funds in the State Emergency Telephone Account. Please be advised that this commitment to fund does not constitute a binding purchase order agreement.

RECOMMENDED APPROVAL BY	TELEPHONE NUMBER	APPROVED BY	DATE
DocuSigned by: F04F5BAAE47446F... DEVIN BROUSSARD	916-894-5057	DocuSigned by: Janee Dabrowski 3D472DF8B2004ED... JANEE DABROWSKI	5/27/2025

State of California
9-1-1 OPERATIONS MANUAL
CHAPTER III - FUNDING

Contents

INTRODUCTION 3
Need More Information? 3
How to Communicate With the CA 9-1-1 Branch 3
FUNDING POLICIES 5
"NEW" PUBLIC SAFETY ANSWERING POINT (PSAP) FUNDING POLICY 5
Funding Criteria 5
Approved "Start-Up" Funding 6
BACKUP CENTER FUNDING POLICY 7
9-1-1 COUNTY COORDINATOR DUTIES, PSAP MEETINGS, AND ATA FUNDING POLICY 8
9-1-1 Related Activities Eligible for Reimbursement 8
9-1-1 TRAVEL EXPENSES FUNDING POLICY 10
9-1-1 Expenses Eligible For Reimbursement 10
9-1-1 EDUCATION FUNDING POLICY 11
Educational Materials 11
Emergency Number Professional and Center Manager Certification Program 12
9-1-1 NETWORK AND STATEWIDE SERVICES FUNDING POLICY 12
10-Digit Emergency Lines - Unlisted 13
Next Generation 9-1-1 IP Trunks 13
Foreign Language Emergency Interpretation Services 13
Management Information System (MIS) 13
CALL PROCESSING EQUIPMENT (CPE) FUNDING POLICY 13
9-1-1 System CPE Defined 13
9-1-1 System Eligibility 14
Master Purchase Agreement for 9-1-1 CPE Systems and Services 14
CPE Funding Fixed Allotment 14
Advanced Notification for CPE Funding 14

Residual Funds 15
Monthly Recurring Costs Beyond the Five Year Cycle 15
Damage Caused by Negligence or Force Majeure 15
Petitioning the CA 9-1-1 Branch to Place PSAP into Higher Call Volume Tiers 16
Call Volume Tiers 16
Cloud/Data Center Based 9-1-1 CPE System 16
Service/Equipment Approval List for Residual Funds 17
CALL PROCESSING EQUIPMENT (CPE) PROVISIONING POLICY 18
Measured Call Volume 18
CPE Funding Level Calculations 18
FUNDING PROCESSES FOR 9-1-1 SERVICES AND EQUIPMENT 21
Direct Funding Process 21
Reimbursement Claim Process 21
Detailed Funding Processes 21
FUNDING PROCESS - 9-1-1 SYSTEM CPE REPLACEMENT 22
Direct Funding Process - 9-1-1 System CPE Replacement 22
FUNDING PROCESS – OTHER 9-1-1 SERVICES 25
Direct Funding Process – Other 9-1-1 Services 25
Reimbursement Claim Process – Other 9-1-1 Services 26
Reimbursement Claim Process – PSAP/County Coordinator 9-1-1 Expenses . 28
CONTRACTOR'S SAMPLE STATEMENT OF WORK (SOW) 29
CLOUD/DATA CENTER BASED 9-1-1 CALL PROCESSING EQUIPMENT (CPE) SYSTEM FORMAT 29

INTRODUCTION

The administration and funding for equipment and network services related to the routing and answering of 9-1-1 calls is based upon laws passed by the California State Legislature. Pertinent California Law relating to the reimbursement of 9-1-1 equipment and services can be found in the California (CA) Revenue and Taxation Code Sections 41001 – 41176, known as the Emergency Telephone Users Surcharge Act. In essence, the laws indicate that the State of California, Governor's Office of Emergency Services, Public Safety Communications, California 9-1-1 Emergency Communications Branch (CA 9-1-1 Branch), shall manage the State Emergency Telephone Number Account (SETNA) and reimburse PSAPs for equipment and services necessary for the delivery and answering of 9-1-1 calls in the State of California.

The goal of the CA 9-1-1 Branch is to enable each Public Safety Answering Point (PSAP) to provide the fastest, most reliable, and cost-effective access to emergency services for any 9-1-1 caller in California from any communications device. The CA 9-1-1 Branch funding policies contained in this chapter provide guidance and structure for PSAPs in the usage of SETNA funds in achieving this goal. For further clarification of these funding policies and procedures, please contact the CA 9-1-1 Branch staff as indicated below.

Need More Information?

The entire Emergency Telephone Users Surcharge Act (Revenue and Taxation Code Sections 41001-41176), as well as the Warren-9-1-1-Emergency Assistance Act (Government Code Sections 53100-53121), are included in the Appendix of the CA 9-1-1 Operations Manual (Manual). The Manual and other CA 9-1-1 Branch documents may be viewed and downloaded from the CA 9-1-1 Branch website, as follows:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-operations-manual

To view the Manual upon reaching the CA 9-1-1 Branch homepage, click on "CA 9-1-1 Operations Manual" from the right-hand menu; each chapter can be viewed or downloaded.

How to Communicate With the CA 9-1-1 Branch

A CA 9-1-1 Branch Directory with 9-1-1 Advisor assignments, email addresses, and telephone numbers may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

https://www.caloes.ca.gov/PublicSafetyCommunicationsSite/Documents/001-CA9-1-1BranchOrganizationChart.pdf

CA 9-1-1 Branch contact information:

Phone: (916) 894-5007
E-mail: CA911Branch@CALOES.ca.gov

When corresponding with the CA 9-1-1 Branch, please direct correspondence to:

California Governor's Office of Emergency Services
Public Safety Communications
9-1-1 Emergency Communications Branch
601 Sequoia Pacific Blvd, MS-911
Sacramento, CA 95811-0231

FUNDING POLICIES

"NEW" PUBLIC SAFETY ANSWERING POINT (PSAP) FUNDING POLICY

To be recognized as a newly funded PSAP and to receive CA 9-1-1 Branch funding, a "new" PSAP must meet the funding criteria detailed below. Any PSAP approved to receive funding shall accept all 9-1-1 call types, including, but not limited to, wireline, wireless, VoIP, and emerging technologies including telematics, Text-to-9-1-1, and Next Generation 9-1-1. Upon approval by the CA 9-1-1 Branch, start-up funding will be provided as defined below and as outlined throughout this chapter. (Note: The CA 9-1-1 Branch encourages all PSAPs to consider consolidation or regionalization, when appropriate, to most effectively use PSAP and CA 9-1-1 Branch resources.)

Funding Criteria

The requesting PSAP must meet the following Funding Criteria.

1. Be a public agency as defined in Government Code Section 53101: "Public agency as used in this article, means the State, and any city, county, city and county, municipal corporation, public district, or public authority located in whole or in part within this State which provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services".
2. Submit a letter on agency letterhead to the CA 9-1-1 Branch with the following:
    a. Detailed description of the current 9-1-1 call processing procedures for the requesting agency's jurisdiction. This description must outline the PSAP(s) currently handling all 9-1-1 call traffic and how the requesting agency receives 9-1-1 calls for service;
    b. Detailed summary of alternative arrangements that have been evaluated by the agency, results of the evaluation, and justification of the agency's need to be recognized as a PSAP. The evaluation must include an analysis of consolidation or regionalization;
    c. Confirmation that the requesting agency will meet all mandatory PSAP standards as outlined in Chapter I – Standards, including a commitment to answering 9-1-1 calls 24x7x365, for a minimum of five (5) years with ninety (90) percent of all 9-1-1 calls being answered within fifteen (15) seconds or less;
    d. Confirmation that the requesting agency serves a 24-hour resident population;

e. Detailed documentation, such as emergency incident reports, to support an anticipated call volume of 1,201 or more 9-1-1 calls per month;

f. Commitment that the PSAP will connect to the Next Generation 9-1-1 network.

g. Commitment that the PSAP will connect to the California statewide MIS system.

h. Commitment that the PSAP will adhere to all CA 9-1-1 Branch policies.

3. Complete an EMERGENCY NUMBER SYSTEM PLAN/AGREEMENT (TD-280, Rev. 12/16) form (provided to PSAP by the CA 9-1-1 Branch) with signatures from participating PSAPs that agree to send/receive 9-1-1 calls to/from the requesting agency; and, signatures of the Sheriff, Police Chief, or Fire Chief, and Finance Officer to acknowledge financial penalties that will be imposed to the PSAP by the CA 9-1-1 Branch if the 5-year commitment is not met.

    a. Subsequent to a detailed review of the documentation requested in Funding Criteria 1 and 2 above, the TD-280 form will be initiated by the CA 9-1-1 Branch Advisor who will insert projected "start-up" costs under "CA 9-1-1 Branch 5-Year Funding Plan Costs"

    b. The TD-280 with "startup" costs provided will then be sent to the requesting agency as "pending approval" until the form is completed and returned to the CA 9-1-1 Branch for final approval and a funding commitment.

    c. Complete the information needed to determine alternate answer and policy based routing procedures.

Approved "Start-Up" Funding

Initial CA 9-1-1 Branch "startup" funding for an approved "new" PSAP will be based on an evaluation of the requesting agency's documented projected 9-1-1 call volume. Funding will be authorized at a level needed for the PSAP to answer 9-1-1 calls at a P.01 grade of service (no more than one busy per 100 call attempts during a normal busy hour). An approved "new" PSAP will be funded with a standard Cloud/Data Center Based 9-1-1 System as defined in this chapter and Glossary, based on the selected vendor's contracted price quote, and the associated tariffed network services (Two (2) 10 Mb Next Gen IP trunks from the appropriate Regional Network Service Provider (RNSP) and two (2) from

the Prime Network Service Provider (PNSP) for PSAPs with an average busy hour of 475 calls or less. For larger PSAPs, The CA 9-1-1 Branch will fund two (2) 100 Mb trunks from the appropriate RNSP as well as two (2) 100 Mb trunks from the PNSP for each PSAP with an average busy hour of 476 calls or more.)

BACKUP CENTER FUNDING POLICY

The CA 9-1-1 Branch encourages all PSAPs to consider consolidation, regionalization, and the use of policy-based routing to most effectively use PSAP and CA 9-1-1 Branch resources. For PSAPs choosing to utilize a backup center for 9-1-1 call answering purposes, the CA 9-1-1 Branch will provide NG network connectivity and call processing equipment, provided the following criteria are met. Connectivity to the NG 9-1-1 network will be supported with a Long-Term Evolution (LTE) solution, at a minimum. No new backup centers will be approved after December 31, 2022.

1. Requesting PSAP must utilize Fixed CPE Funding Allotment or must self-fund all 9-1-1 call handling positions at the backup site. No specialty funding will be permitted by the CA 9-1-1 Branch;
2. A minimum of 6 positions must be permanently installed at the backup site;
3. The backup center must be equipped with fully operational CAD, Radio, and 9-1-1 call taking systems. The CA 9-1-1 Branch will only fund network connectivity and 9-1-1 Call Processing Equipment. PSAP will be required to self-fund all other components;
4. The requesting PSAP must commit, in writing, to establishing MOUs with neighboring PSAPs for use of the backup center in case of disaster or PSAP emergency;
5. PSAP agrees to fully test the backup center, at a minimum, once every 90 days. ("fully test" meaning 9-1-1 calls will be received and answered onsite for a minimum of 2 hours once every 90 days.)

All PSAPs with backup centers that are completed and operational prior to June 30, 2022 will be grandfathered in. In order to be grandfathered in, Back-up Center must be a hard-walled facility with a separate Minimum Point of Entry (MPOE) from the PSAP. If the Backup Center meets these criteria, the CA 9-1-1 Branch will fund NG network connectivity and the PSAP will be exempted from provisions 3, 4, and 5. Should the PSAP request CA 9-1-1 Branch funding for call handling, provisions 1 and 2 will still apply.

9-1-1 COUNTY COORDINATOR DUTIES, PSAP MEETINGS, AND ATA FUNDING POLICY

The CA 9-1-1 Branch recognizes that 9-1-1 County Coordinators and PSAPs dedicate considerable resources to support effective response to 9-1-1 callers in their community. It is the policy of the CA 9-1-1 Branch to reimburse for documented costs directly associated with this effort.

Reimbursement requests that require pre-approval shall be submitted to the CA 9-1-1 Branch. The CA 9-1-1 Branch may issue a notice and post on our website when pre-approval can be applied statewide.

9-1-1 Related Activities Eligible for Reimbursement

The following are activities that may be approved for reimbursement. Activities that require pre-approval by the CA 9-1-1 Branch before the expense is incurred are noted. PSAPs may request reimbursement for these expenses by following the PSAP/County Coordinator 9-1-1 Expenses, Reimbursement Claim Process in this chapter.

1. 9-1-1 County Coordinator efforts related to coordination of 9-1-1 related activities to PSAPs as detailed in Chapter VIII of this manual are reimbursable. Itemization of activities by date must be attached;
2. 9-1-1 County Coordinator efforts related to coordination of Next Gen 9-1-1 related activities associated with the deployment of NG9-1-1, including, but not limited to: PSAP Boundaries, policy-based routing, meetings, scheduling, testing, cutovers, and escalations. Itemization of activities by date must be attached;
3. 9-1-1 County Coordinator Task Force (CCTF) Related Activities (PRE-APPROVAL REQUIRED) - time spent to travel to/from meeting location and time spent to perform tasks assigned to CCTF members. Itemization of activities by date must be attached.

NOTE for A, B, & C: Reimbursement for contracted services for a 9-1-1 County Coordinator not employed by the PSAP performing these activities requires prior written approval from the CA 9-1-1 Branch. The PSAP shall use their local procurement process when selecting a provider to perform 9-1-1 County Coordinator activities. The request for prior approval must include a cover letter on agency letterhead, a copy of the entire contractor's bid that includes pricing, and an entire copy of the contractor's Agreement (i.e., California Multiple Award Schedule (CMAS)). The request must include a description of 9-1-1 activities to be performed and the objectives that must be met by the contractor. The CA 9-1-1 Branch will review the request and respond in writing to

the requesting PSAP. Once reimbursement for a contractor is approved, a PSAP may request reimbursement for eligible expenses as defined herein and in Chapter VIII – County Coordinator and MSAG Responsibilities by following the PSAP/County Coordinator 9-1-1 Expenses, Reimbursement Claim Process outlined in this chapter;

4. Special meetings/projects/training (PRE-APPROVAL REQUIRED) - time spent to travel to/from location and documented attendance at a project meeting or training requested by the CA 9-1-1 Branch. Required documentation for reimbursement includes a dated meeting agenda and a copy of the meeting sign-in sheet with the signatures of attendee(s) highlighted;

5. Countywide PSAP Manager's meeting (PRE-APPROVAL REQUIRED) - time spent to travel to/from the meeting location and documented attendance. Required documentation for reimbursement includes a dated meeting agenda on agency letterhead and a copy of the meeting sign-in sheet with the signatures of attendee(s) highlighted;

6. Annual Training Allotment (ATA) (PRE-APPROVAL REQUIRED) - Each PSAP and the 9-1-1 County Coordinators may be reimbursed up at the rate listed in the table below, based on Busiest Hour workload. ATA reimbursement is based on state fiscal year (July 1 through June 30) for specifically defined 9-1-1 related training that is held within the State of California within that fiscal year. The unspent ATA balance cannot be applied to the next fiscal year.

Funding Level	Busiest Month	ATA Level
Two	0-800	$ 10,000
Three	801-1,200	$ 15,000
Four	1,201	$ 20,000
Five	15,000	$ 25,000

The typical busy month will be based on selection of the three (3) highest call volume months over the previous 18 months, adding the total of the three (3) selected months and then dividing the total by three (3).

The CA 9-1-1 Branch will issue advance notification of pre-approved specifically defined 9-1-1 related training. If notification of a specific 9-1-1 related training is not published and posted on the CA 9-1-1 Branch website, then pre-approval by the CA 9-1-1 Branch will be required.

9-1-1 TRAVEL EXPENSES FUNDING POLICY

9-1-1 Expenses Eligible For Reimbursement

The following items associated with 9-1-1 expenses eligible for reimbursement may require pre-approval (with the exception of 9-1-1 training and events where the CA 9-1-1 Branch has pre-approved the use of the ATA). PSAPs may request reimbursement for these expenses by following the Reimbursement Claim Process – PSAP/County Coordinator 9-1-1 Expenses in this chapter.

PSAPs must follow the State of California, Human Resources (CalHR), travel policies. CalHR's travel policy may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx

The CA 9-1-1 has prepared a one-page reference document that includes the current CalHR State Travel Rates that be may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-operations-manual

1. **WAGES** – PSAP Managers and 9-1-1 County Coordinators may be reimbursed documented wages not to exceed assigned work hours (straight time salary and benefits). Form TDe-290A is required;
2. **MILEAGE** – Mileage may be reimbursed for documented mileage incurred while traveling to and from pre-approved training and meetings. The rate of reimbursement will be based on the State of California, CalHR mileage reimbursement rates. Form TDe-290A and a mileage mapping document (i.e. Google Maps) is required;
3. **TRANSPORTATION** – Transportation may be reimbursed for documented (receipts required) transportation costs (air, railway, bus, rental car, taxi, tolls, and parking) incurred while traveling to attend pre-approved training and meetings. The rate of reimbursement will be based on actual expenses. Gratuity is not reimbursable;
4. **LODGING** – Lodging may be reimbursed for documented (itemized receipts required) lodging expenses incurred while traveling to attend pre-approved training, or pre-approved conferences, or pre-approved meetings. The rate of reimbursement will be based on the State of California, CalHR lodging, or conference negotiated lodging reimbursement rates, respectively, where applicable;

5. **MEALS AND INCIDENTALS** - Meals and incidentals may be reimbursed for expenses incurred while performing reimbursable activities as defined in this chapter. The rate of reimbursement will be based on the State of California, CalHR meals and incidentals reimbursement rates. Gratuity is not reimbursable;

6. **REGISTRATION** - Reimbursement for the cost of registration to attend pre-approved specifically defined 9-1-1 training may be funded by the CA 9-1-1 Branch within the limits of the ATA (defined in this chapter).

NOTE: The CA 9-1-1 Branch will not reimburse PSAPs or County Coordinators for cost of membership into any professional organizations (i.e. NENA, APCO, etc.).

9-1-1 EDUCATION FUNDING POLICY

Educational Materials

Funding for public education materials and/or services for use in selected advertising campaigns or community awareness events that are specifically focused on the proper use of 9-1-1 may be available from the CA 9-1-1 Branch. Pre-approval is required for all 9-1-1 education funding requests, and each request will be evaluated on a case-by-case basis. A written request to the CA 9-1-1 Branch for funding pre-approval must be on agency letterhead, and must include the following information:

1. A detailed description of the educational product and/or services provided and how they address the proper use of 9-1-1;

2. A detailed list of costs for which the PSAP is seeking reimbursement; and/or a purchase order from specific CA 9-1-1 Branch approved vendor(s);

3. The number of kindergarten through third-grade students per school and the number of schools planned for teaching event(s);

4. A plan for presentation of the material (for example, a community safety day, booth at the local fair, or school events with a listing of schools and classes);

5. A detailed list of the dates of teaching presentation(s) per fiscal year (July 1st through June 30th);

6. An original signature on agency letterhead, sent via U.S. Mail to the CA 9-1-1 Branch addressed as follows:

California Governor's Office of Emergency Services
Public Safety Communications
9-1-1 Emergency Communications Branch Attention: Education Reimbursement Coordinator 601 Sequoia Pacific Blvd, MS-911
Sacramento, CA 95811-0231

For purchases made using a contract administered by the CA 9-1-1 Branch or any other eligible contract (i.e. California Multiple Award Schedule (CMAS)) the CA 9-1-1 Branch may pay directly. PSAP purchases from a private vendor will be funded based upon the Reimbursement Claim Process, Other 9-1-1 Services.

The CA 9-1-1 Branch does not fund general crime or safety education material.

Emergency Number Professional and Center Manager Certification Program
The Emergency Number Professional (ENP) certification program and Center Manager Certification Program (CMCP) recognize leaders in the 9-1-1 profession by promoting comprehensive mastery of the emergency number program management knowledge base. Both the ENP certification and CMCP encourage professional growth and may be required for management positions within the PSAP community. PSAPs may be eligible for reimbursement of study materials, courses, training guides, practice exams, and the ENP certification exam fee for PSAP personnel that successfully complete the ENP certification process. PSAPs may be eligible for enrollment fees and in State travel expenses for the CMCP course. PSAP Funding will follow the defined Reimbursement Claim Process, Other 9-1-1 Services process and must be accompanied by a copy of the CMCP or ENP certification showing successful completion of the program.

9-1-1 NETWORK AND STATEWIDE SERVICES FUNDING POLICY

It is the policy of the CA 9-1-1 Branch to provide cost recovery funding to all NG9-1-1 service providers to route and deliver all 9-1-1 traffic in the State of California. Funding shall be contingent upon compliance with the National Emergency Number Association (NENA) recommended standards; contingent upon compliance with the standards, policies, and procedures defined by the CA 9-1-1 Branch; and based on the CPUC tariff rates and State contracted rates.

NOTE: Coordination for system moves and/or system replacement that impact network services must be coordinated with all stakeholders including the PSAP Manager, CA 9-1-1 Branch Advisor, equipment contractor, and network provider(s). For any PSAP that is moving from one physical location to another, The CA 9-1-1 Branch will only pay for network costs. The PSAP will be responsible for costs incurred from moving the CPE.

10-Digit Emergency Lines - Unlisted

This policy will sunset effective January 1st, 2021

Next Generation 9-1-1 IP Trunks

(CA 9-1-1 Branch Funded) The CA 9-1-1 Branch will fund a redundant pair of 10 Mb trunks from each RNSP as well as one pair of 10 Mb trunks from the PNSP for each PSAP with an average busy hour of 475 calls or less. The CA 9-1-1 Branch will fund a redundant pair of 100 Mb trunks from each RNSP as well as one pair of 100 Mb trunks from the PNSP for each PSAP with an average busy hour of 476 calls or more.

Foreign Language Emergency Interpretation Services

(CA 9-1-1 Branch Funded or Reimbursement Claim Process) The CA 9-1-1 Branch will direct fund and/or reimburse PSAPs for 9-1-1 foreign language emergency interpretation services that meet the requirement as outlined in Chapter VII, Foreign Language Emergency Interpretation.

Management Information System (MIS)

(CA 9-1-1 Branch Funded) 9-1-1 network MIS is the collection and display of 9-1-1 call detail statistics for the production of call detail reports. A statewide network MIS is funded by the CA 9-1-1 Branch. Funding includes the data network telephone lines, data processing, and archiving of collected data. This data is available for viewing by any PSAP who has access to the Internet. PSAP connection to the State's MIS, known as the Emergency Call Tracking System (ECaTS), and any subsequent replacement, for the production of call detail reports is required by the CA 9-1-1 Branch to determine PSAP CPE funding fixed allotment. PSAPs that are not connected to the CA statewide MIS system shall not be eligible for CPE funding.

CALL PROCESSING EQUIPMENT (CPE) FUNDING POLICY

It is the policy of the CA 9-1-1 Branch to ensure high quality and best value for PSAPs in the procurement and maintenance of 9-1-1 CPE systems and services. To accomplish this, the CA 9-1-1 Branch staff will advise and support PSAPs in their efforts to procure 9-1-1 CPE systems that maximize the ability of PSAP personnel to efficiently and effectively answer and direct 9-1-1 calls. To receive CA 9-1-1 Branch funding, the PSAP must follow the funding process for the reimbursement or direct funding as outlined in this chapter.

9-1-1 System CPE Defined

Includes all equipment and systems used within the PSAP, to answer 9-1-1 calls. This includes but is not limited to: desktop or laptop computers, gateways, routers, integration devices, 9-1-1 call logging recorders, cabling, and/or

ancillary systems, services, and products associated with the delivery of a 9-1-1 call.

9-1-1 System Eligibility

PSAP can only purchase 9-1-1 CPE from vendors that have had their call handling solutions tested and vetted in the Cal OES 9-1-1 Lab. PSAPs cannot purchase 9-1-1 CPE from any vendor not listed in the CA 9-1-1 CPE MPA and shall purchase CPE using the MPA.

Master Purchase Agreement for 9-1-1 CPE Systems and Services

The State of California (State) offers a CPE Master Purchase Agreement (MPA) that provides PSAPs an effective procurement method with competitive pricing for CPE system replacement and services. Use of the CPE MPA is mandatory for PSAPs. The prices listed on the MPA for equipment and services are the maximum allowable, and the price of systems varies from contractor to contractor. PSAPs may be able to obtain price discounts or additional equipment by soliciting price offers from multiple contractors. The MPA may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

https://www.caloes.ca.gov/office-of-the-director/operations/logistics-management/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-911-services-contracts/

NOTE: The CA 9-1-1 Branch cannot enforce contract compliance for any 9-1-1 CPE system procurement that has added or modified terms and conditions above and beyond the published CPE MPA.

CPE Funding Fixed Allotment

In order to provide funding in an equitable manner throughout the State, the CA 9-1- 1 Branch has established a CPE funding fixed allotment calculation based on each PSAP's volume of 9-1-1 calls using the CPE Funding Policy provided in this chapter, and the prices obtained from the established MPA for a standard Cloud/Data Center Based System. The CPE funding fixed allotment for each PSAP allows for the replacement of a complete 9-1-1 system. Upon receipt of a PSAP's request for CPE funding, the CA 9-1-1 Branch Advisor will perform a 9-1-1 call-traffic analysis and calculate the CPE funding fixed allotment eligibility amount.

Advanced Notification for CPE Funding

For CA 9-1-1 Branch annual budgeting purposes and to allow the PSAP adequate time to evaluate various CPE contractors, PSAPs must submit an ADVANCED NOTIFICATION FOR CPE FUNDING form. This form must be submitted

no more than one (1) year prior to eligibility date for CPE system replacement (five years from system acceptance date).

Residual Funds

If the final cost for a complete 9-1-1 system CPE replacement is less than the PSAP's CPE funding fixed allotment eligibility amount, the remaining amount is referred to as residual funds. These residual funds may be used for the purchase of additional CA 9- 1-1 Branch approved equipment and services as detailed in the Service/Equipment Approval List for Residual Funds provided in this chapter. All quotes and/or POs for use of residual funds must be submitted to the CA 9-1-1 Branch no later than 90 days after CPE system acceptance. TD-288 approved purchases must be invoiced, and where required, a TD-290 Reimbursement Claim must be submitted, within twelve (12) months of system acceptance. For further clarification of this requirement, please contact your assigned CA 9-1-1 Branch Advisor.

Monthly Recurring Costs Beyond the Five Year Cycle

Five years after system acceptance, PSAPs can either procure new CPE or may opt for a hardware refresh and new five-year cycle with their current CPE vendor. PSAPs that are unable to complete a CPE replacement project may choose to continue service with their existing CPE contractor for years six (6) and/or seven (7). Monthly recurring costs for years six (6) and seven (7) will not be deducted from the PSAP's CPE funding allotment. Monthly recurring costs for year eight (8) and beyond are the responsibility of the PSAP. All PSAPs must refresh their hardware and renew their five-year agreement with a vendor from the CPE MPA within this two-year window. PSAPs that fail to renew their CPE within this two-year timeframe will be referred to the Attorney General's Office for noncompliance. Contact your CA 9-1-1 Branch Advisor with any questions.

Damage Caused by Negligence or Force Majeure

PSAPs shall provide a facility with adequate heating, cooling, ventilation, light, electrical supply, and overload protection to protect the equipment so that it may operate as intended by the manufacturer (Herein referred to as facility costs). PSAP Facility Costs are the responsibility of the PSAP and are not eligible for the use of 9-1-1 funds. Costs to repair damage to equipment caused by PSAP negligence or the lack of adequate facilities to house and protect the equipment shall be the responsibility of the PSAP. If an act of nature or other circumstance causes damage to the equipment and the PSAP has made a reasonable effort to protect such equipment, the CA 9-1-1 Branch will review and may approve funding requests for CPE replacement parts and equipment repairs. All requests for funding CPE replacement parts and equipment repairs will be evaluated on a case-by-case basis.

Petitioning the CA 9-1-1 Branch to Place PSAP into Higher Call Volume Tiers

If a CPE vendor, or a PSAP Manager, believes that a PSAP is eligible for consideration to be moved up to the next call volume based monthly service fee tier, they can petition the CA 9-1-1 Branch for billing change. The vendor is required to provide proof, via MIS, that the PSAP has reached the next tier of call volume for at least (five) 5 months out of the prior twelve (12). Upon request and validation, the CA 9-1-1 Branch Advisor will perform a call volume study on the PSAP in question. If the call volume study supports the vendors claim, the PSAP monthly service fee will be adjusted. If any PSAP loses contract cities or otherwise suffers from sustained call volume decline, the CA 9-1-1 Branch reserves the right to adjust the PSAPs monthly service to a lower tier, if justified by MIS call stats.

NOTE: CPE vendors can only petition the CA 9-1-1 Branch for tier changes once per year, per PSAP.

Call Volume Tiers

0-100 Calls per hour
101-300 Calls per hour
301-750 Calls per hour
751-1450 Calls per hour
1451-3600 Calls per hour
3600+ Calls per hour

Cloud/Data Center Based 9-1-1 CPE System

A standard cloud/data center based 9-1-1 system includes all equipment used in the communications center, in direct support of the delivery of 9-1-1 traffic to PSAP as defined in the 9-1-1 Branch MPA. The elements of a standard 9-1-1 system, as competitively bid and available on the current contracts, are detailed below.

Standard Call Handling Workstation Position, including:

1. Desktop or laptop computer;
2. Desktop monitor, minimum 22" - maximum 50";
3. Mouse;
4. Standard Keyboard;
5. Programmable Auxiliary Keypad Dialer;
6. IP Phone Set (only if requested by the PSAP);
7. Workstation Arbitrator;

8. Instant Recall Recorder;
9. Uninterruptible Power Supply (UPS) For Workstation Positions - fifteen (15) minutes;
10. Audio Integration Device (Headset Box);

Back Room Equipment, including:

1. Redundant UPSs capable of providing backup power to all Contractor supplied backroom equipment for two (2) hours;
2. Interface to accommodate the delivery of administrative/ring down/etc. calls, with Caller ID where applicable;
3. Capability for third party contractor to collect real time CDR Data via IP connection;
4. Cabling from local demarcation point at the PSAP to PSAPs backroom equipment if necessary;
5. Cabling from backroom equipment to all call handling workstations;
6. Dynamic interface to Computer Aided Dispatch (CAD), on premise Logging Recorder, Radio, Geographical Information Systems (GIS), Time Synchronization (Netclock), etc.;
7. Redundant Routers for connectivity to RNSP/PNSP;
8. Redundant Firewalls.

<u>Service/Equipment Approval List for Residual Funds</u>
A PSAP may request pre-approval from the CA 9-1-1 Branch to use residual funds from their CPE funding fixed allotment (in accordance with requirements outlined in the CPE FUNDING POLICY, CPE Funding Fixed Allotment of this chapter) to purchase additional 9-1-1 services and/or equipment from the list below where the services and/or equipment will be used within the 9-1-1 communication center (including the 9-1-1 equipment room) and in direct support of the delivery of 9-1-1 traffic to the 9-1-1 call taker. Funding for the items below must be requested at the time of, or during, CPE system replacement.

1. Additional items from "Cloud/Data Center Based 9-1-1 System" as defined on page 17;
2. GIS services, software, and equipment;
3. Mapping monitors. One (1) per workstation and/or one (1) large wall display;

4. Project Management Professional (PMP)/Emergency Number Professional (ENP) Certified Professional consulting services for 9-1-1 CPE replacement;
5. Furniture. 9-1-1 call-taker workstations only. No mobile or detached storage.
6. Dispatcher Chairs. Maximum 3 chairs per workstation;
7. Headsets;
8. Logging recorder for 9-1-1 calls;
9. Temporary relocation of 9-1-1 CPE;
10. Pre-Arrival Instruction System;
11. IP Phone Handset;
12. Reader Boards.

CALL PROCESSING EQUIPMENT (CPE) PROVISIONING POLICY

It is the policy of the CA 9-1-1 Branch to use measured 9-1-1 call volume to calculate PSAP 9-1-1 CPE provisioning and subsequent CPE funding allocations at a level needed for the PSAP to answer 9-1-1 calls at a P.01 grade of service (no more than one busy per 100 call attempts during a normal busy hour).

Measured Call Volume

The CA 9-1-1 Branch accesses a PSAP's 9-1-1 trunk/line call volume statistics via an Internet based MIS. PSAP connection to a State contracted MIS for the production of call-traffic reports is required by the CA 9-1-1 Branch to determine a PSAP's provisioning level for funding of eligible equipment and services. Call-traffic associated with a major catastrophe, natural disaster, and/or other abnormal call spikes will not be used as a basis for determining CPE provisioning. PSAPs not connected to the State contracted MIS will not be considered eligible for funding from the CA 9-1-1 Branch. To confirm appropriate connection, PSAPs should contact their assigned CA 9-1-1 Branch Advisor.

CPE Funding Level Calculations

The CA 9-1-1 Branch has established CPE funding fixed allotment amounts at various funding levels that are based on the quantity of 9-1-1 calls.

1. **FUNDING LEVEL TWO** - **PSAPs that answer 0 to 800 emergency calls per month**. The CPE provisioning determination for level two is based on the total volume of 9-1-1 calls during the typical busy MONTH. The typical busy month will be based on selection of the three (3) highest call volume months over the previous 18 months, adding the total of the three (3)

selected months and then dividing the total by three (3). PSAPs in this funding level are strongly encouraged to consider a regionalized or consolidated dispatch solution.

2. **FUNDING LEVEL THREE** - **PSAPs that answer 801 to 1,200 emergency calls per month**. The CPE provisioning determination for Level Three is based on the total volume of 9-1-1 calls during the typical busy MONTH. The typical busy month will be based on selection of the three (3) highest call volume months over the previous 18 months, adding the total of the three (3) selected months, and then dividing the total by three (3). PSAPs in this funding level are strongly encouraged to consider a regionalized or consolidated dispatch solution.

3. **FUNDING LEVEL FOUR** – **PSAPs that answer over 1,201 emergency calls per month**. The CPE provisioning determination for Level Four is based on the volume of 9-1-1 calls answered at the PSAP during the typical busy HOUR. The CA 9-1-1 Branch will use the following formula to determine the CPE provisioning level and fixed funding allotment amount based on the highest 9-1-1 call volume of the top ten (10) busy HOURS in one (1) month over the previous 18 months. The difference between the first and second busy hours selected with the highest call volume, cannot exceed ten percent (10%).

   TYPICAL BUSY HOUR FORMULA: E = [(Nx3) (T+60 seconds)]/3600
   E = Estimated 9-1-1 call volume during busy HOUR measured in Erlangs (one (1) Erlang equates to one (1) hour of call-traffic)
   N = Number (or quantity) of 9-1-1 calls answered during the top ten (10) busy HOURS
   x3 = N is tripled to account for all non-emergency calls
   T = Time (average monthly 9-1-1 call duration)
   +60 = call wrap-up time added to each counted call
   /3600 = divided by number of seconds in one (1) hour

   EXCERPT FROM ERLANG B TABLE WHERE P = .01

   ERLANGS/POSITIONS
   0.46/3
   0.87/4
   1.36/5
   1.91/6
   2.50/7
   3.13/8
   3.78/9

4.46/10
5.16/11
5.88/12
6.61/13
7.35/14
8.11/15

Example: Where a PSAP that answers an average of 50 9-1-1 calls during their typical busiest HOURS and the average monthly 9-1-1 call duration is 80 seconds, the formula would be [(50x3) x (80+60)]/3600 = 5.83 Erlangs of call-traffic. From the above table excerpt, the formula calculates a result of Twelve (12) positions to handle between 5.16 and 5.88 Erlangs of call traffic at the P.01 grade of service.

4. **FUNDING LEVEL FIVE** – **PSAPs that answer over 15,000 9-1-1 calls per month**. The CPE provisioning determination for Level Five is based on the total number of 9-1-1 calls answered at the PSAP, including up to twenty percent (20%) of total 9-1-1 calls that are abandoned before they are answered during the averaged typical busy MONTH. The typical busy MONTH will be based on selection of the three (3) highest call volume months over the previous 18 months, adding the total of the three (3) selected months, and then dividing the total by three (3). The CA 9-1-1 Branch will use the following formula, based on the typical busy MONTH, to determine the CPE provisioning level and fixed funding allotment amount for PSAPs with over 15,000 9-1-1 calls during a typical busy MONTH.

TYPICAL BUSY MONTH FORMULA: P = [(A/1,000) + (B/2,000];
P = CPE provisioning level;
A = total answered 9-1-1 calls for the averaged typical busy MONTH;
/1000 = divided by 1,000;
B = total abandoned 9-1-1 calls (up to 20% of total) during the average typical busy MONTH;
/2000 = divided by 2000.

Example: Where a PSAP averages 12,300 calls per month over a selected three (3) months, this number would be divided by 1,000 to equal 12.3. Where the average number of abandoned calls during the same selected months is 2,100, this number would be divided by 2,000 to equal 1.05. The CPE provisioning level for this PSAP totals 13.35, which would be rounded up to 14.

FUNDING PROCESSES FOR 9-1-1 SERVICES AND EQUIPMENT

PSAPs requesting CA 9-1-1 Branch funds may be required to use the Direct Funding Process or the Reimbursement Claim Process, depending on the nature of the purchase. CPE will be purchased using the MPA, whereas residual funding purchases may use other contracts, or the reimbursement claim process.

Direct Funding Process

With prior approval from the CA 9-1-1 Branch, the Direct Funding Process allows the PSAP to order equipment and services and have all invoices billed and mailed directly to the CA 9-1-1 Branch. Direct funding requires a State of California procurement method, such as a State Contract Agreement, an active CPUC compliant tariff, Master Purchase Agreement (MPA), or California Multiple Award Schedule (CMAS) Agreement.

Reimbursement Claim Process

The Reimbursement Claim Process provides the PSAP a method to be compensated for non-CPE 9-1-1 related expenses that are pre-approved for funding by the CA 9-1-1 Branch. Refer to PSAP/County Coordinator 9-1-1 EXPENSES FUNDING POLICY for services that may not require pre-approval. Invoices will be sent to and paid by the PSAP. The PSAP may then submit a REIMBURSEMENT CLAIM form (TD-290) to the CA 9-1-1 Branch with any additional required documentation as defined below and within this chapter. The TD-290 form may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-forms

Detailed Funding Processes

In accordance with the funding policies provided in this chapter, three (3) categories of services and equipment are provided on the following pages with detailed funding processes for direct funding and reimbursement. PSAP Managers are encouraged to contact their CA 9-1-1 Branch Advisor for assistance with these processes. The three (3) categories are:

1. 9-1-1 System CPE Replacement;
2. Other 9-1-1 Services;
3. PSAP/County Coordinator 9-1-1 Expenses.

FUNDING PROCESS - 9-1-1 SYSTEM CPE REPLACEMENT

Direct Funding Process - 9-1-1 System CPE Replacement

PSAPs requesting direct funding for a complete 9-1-1 system CPE replacement are required to follow the Direct Funding Process, using the current State 9-1-1 CPE MPA. Invoices will be billed by the contractor to the CA 9-1-1 Branch for direct payment. PSAP shall only select CPE vendors that are on the 9-1-1 CPE MPA and that have been validated in the CA 9-1-1 Branch lab.

1. **PSAP Requests Funding**
   The PSAP submits an ADVANCE NOTIFICATION FOR CPE FUNDING form to the CA 9-1-1 Branch no more than one year prior to eligibility date for CPE system replacement (five years from system acceptance date). The form is posted on the CA 9-1-1 Branch website and may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

   http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-_9-1-1-emergency-communications-branch/ca-9-1-1-forms

2. **CA 9-1-1 Branch Issues Allotment Letter**
   If the PSAP request meets the funding requirements outlined in this chapter, a "CPE Fixed Allotment Funding Letter" will be sent to the PSAP within three (3) weeks of the date the ADVANCE NOTIFICATION FOR CPE FUNDING form was received by the CA 9-1-1 Branch and will detail the approved CPE funding fixed allotment amount. The letter will also detail the steps the PSAP must follow to obtain final purchase approval from the CA 9-1-1 Branch.

3. **PSAP Chooses 9-1-1 CPE System**
   Once the allotment letter is obtained from the CA 9-1-1 Branch, the PSAP is encouraged to examine the functional differences of available 9-1-1 CPE systems, determine each contractor's ability to meet the PSAPs needs, and obtain multiple offers from contractors for systems with similar functionality. PSAP shall only select CPE vendors that are on the 9-1-1 CPE MPA and that have been validated in the CA 9-1-1 Branch lab. A copy of the State's CPE MPA may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

   http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-services-contracts

Prices on the CPE MPA are the maximum allowable. PSAPs may be able to obtain additional price discounts and/or additional services and equipment (see Service/Equipment Approval List for Residual Funds) by obtaining price offers from different contractors.

The PSAP can compare their price quotes against current maximum contract prices for each CPE contractor. Price sheets may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-services-contracts

4. **Contractor Prepares CPE Statement of Work (SOW) and Price Quote**
   The selected contractor prepares a CPE SOW and price quote detailing all deliverables for the installation. Please refer to CPE STATEMENT OF WORK at the end of this chapter. This document is important because it ensures that both the PSAP and the contractor agree on the elements necessary to meet the needs of the PSAP.

   NOTE: Coordination for 9-1-1 CPE system moves and/or system replacement that impact 9-1-1 network services must be coordinated with all stakeholders including the PSAP manager, CA 9-1-1 Branch Advisor, equipment contractor, and network provider(s).

5. **CA 9-1-1 Branch Advisor Reviews SOW and Price Quote for Contract Compliance.**
   The PSAP sends the price quote and SOW to their 9-1-1 Advisor for review. The Advisor will check the documentation for contract compliance, typos or errors, omissions, and cost workbook compliance. If the SOW or price quote do not meet MPA requirements, the assigned CA 9-1-1 Branch Advisor will contact the PSAP with recommended corrections within two (2) weeks of the date the CA 9-1-1 Branch received the documentation.

6. **PSAP and Advisor Prepare and Submit Purchase Approval Package**
   The 9-1-1 Advisor will work with the PSAP in preparing a purchase approval package. The completed purchase approval package must include the following information.

   a. Advisor reviewed, MPA compliant Statement of Work (SOW), including itemized list of all system elements, and price quote;

   b. Completed and signed STD-65. (A sample STD-65 will be provided to the PSAP by the CA 9-1-1 Branch Advisor.);

i. "ship to" address where the system will be installed;

ii. "bill to" address of the CA 9-1-1 Branch for all applicable system elements approved for funding;

iii. verbiage on the STD-65 stating, "The purchase, installation, and maintenance of items identified in this purchase order shall comply exclusively with the terms and conditions of (current 9-1-1 CPE MPA) and the attached STATEMENT OF WORK.";

iv. summary of costs on the STD-65 for the CPE system replacement including equipment, installation, maintenance, and taxes;

v. summary of costs on the STD-65, in addition to the CPE system, for other items on the contract the PSAP requests to purchase at the same time (i.e. IP Phones, Reader Boards);

The STD-65 shall serve as the legally binding procurement agreement between the PSAP and the contractor.

7. **CA 9-1-1 Branch Issues a Commitment to Fund**
The CA 9-1-1 Branch will review all documents. If all documents meet the funding requirements outlined in this chapter, a COMMITMENT TO FUND (TD-288) form detailing the approved amount will be sent to the PSAP within two (2) weeks of the date the CA 9-1-1 Branch received a complete and accurate signed STD-65.

8. **PSAP Authorizes Contractor to Proceed with Purchase and Installation**
Upon receipt of the approved TD-288, the PSAP may then authorize the contractor to proceed with purchase and installation. At this time the PSAP must provide the contractor the signed STD-65.

9. **PSAP Performs Acceptance Testing**
Acceptance testing must be performed in accordance with contractual provisions. Once a system passes the acceptance testing, the PSAP shall submit a signed SYSTEM ACCEPTANCE AND AUTHORIZATION form (TD-284) to the CA 9-1-1 Branch so that payment can be rendered to the contractor. A copy of the TD-284 form may be viewed or downloaded from the CA 9- 1-1 Branch website as follows:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-forms

10. **Contractor Invoices the CA 9-1-1 Branch**
    Upon satisfactory installation of equipment or service and PSAP acceptance, where applicable, the contractor may invoice the CA 9-1-1 Branch. When invoicing the CA 9-1-1 Branch, the contractor must include a breakdown of applicable equipment, labor, taxes, and surcharges. The tracking number from the TD-288 form must be noted on the invoice. When creating an account name for an invoice, the contractor must use the account naming convention provided by the CA 9-1-1 Branch on the TD-288 form.

FUNDING PROCESS – OTHER 9-1-1 SERVICES

Direct Funding Process – Other 9-1-1 Services

PSAPs requesting CA 9-1-1 Branch specialty funding, including the 9-1-1 EDUCATION FUNDING POLICY, where invoices will be sent by the contractor directly to the CA 9-1-1 Branch for payment by means of a State contract are required to follow the procedures below.

1. **PSAP Requests Funding**
   The PSAP writes a letter on PSAP letterhead to the CA 9-1-1 Branch requesting the 9-1-1 service and/or equipment. The letter must include:

   a. Overview of requirements, and/or a list of items covered in the agreement, with associated costs;

   b. Desired installation date and/or terms of the agreement;

   c. Name of the PSAP's finance administrator with authority to approve agency spending;

   d. PSAP's choice of State procurement method (i.e. CMAS). When using a State CMAS contract, the PSAP must include a PO for the total amount of the contract with the following information:

      i. "ship to" address where the service will be provided or the CPE will be installed;

      ii. "bill to" address of the CA 9-1-1 Branch; and,

      iii. verbiage on the front of the PO stating, "*The purchase, installation, and maintenance of items identified in this purchase order shall comply exclusively with the terms and conditions of (current CMAS agreement)*."

2. **CA 9-1-1 Branch Issues a Commitment to Fund**
   If the PSAP request meets the funding requirements outlined in this

chapter, a COMMITTMENT TO FUND form (TD-288) detailing the approved amount will be sent to the PSAP within two (2) weeks of the date the letter was received by the CA 9-1-1 Branch. If the PSAP funding request letter does not meet the funding requirements, the CA 9-1-1 Branch will contact the PSAP for further information within two (2) weeks of receipt.

3. **The PSAP Authorizes Vendor to Provide Equipment and/or Service**
   Upon receipt of an approved TD-288, the PSAP may authorize the contractor to provide and install the equipment/services according to the conditions of the contract.

4. **Contractor Invoices the CA 9-1-1 Branch**
   Upon satisfactory installation of equipment or service, the contractor may invoice the CA 9-1-1 Branch. When invoicing the CA 9-1-1 Branch, the contractor must include a breakdown of applicable equipment, labor, taxes, and surcharges. The tracking number from the TD-288 form must be noted on the invoice. When creating an account name for an invoice, the contractor must use the account naming convention provided by the CA 9-1-1 Branch on the TD-288 form.

   NOTE: Next Gen 9-1-1 network services are procured and funded by the CA 9-1-1 Branch directly using state tariffs. Moves, adds, and changes to these services require the PSAP to contact their assigned CA 9-1-1 Branch Advisor. The CA 9-1-1 Branch will review the request and provide applicable documentation to the PSAP/network service provider should the request be approved.

FUNDING PROCESS – OTHER 9-1-1 SERVICES

Reimbursement Claim Process – Other 9-1-1 Services

PSAPs requesting specialty funding via reimbursement for any other CA 9-1-1 Branch Approved 9-1-1 services, including the 9-1-1 EDUCATION FUNDING POLICY, may use the following Reimbursement Claim Process.

1. **PSAP Requests Funding**
   The PSAP writes a letter on PSAP letterhead to the CA 9-1-1 Branch requesting the 9-1-1 service and/or equipment. The letter must include:

   a. Overview of requirements with associated costs;

   b. Procurement process PSAP plans on using to obtain equipment and services (i.e., competitive bid, noncompetitive bid, or State contract);

   c. Desired installation date;

d. Name of the PSAP's finance administrator with authority to approve agency spending.

2. **CA 9-1-1 Branch Issues a Commitment to Fund**
   If the PSAP funding request letter meets the requirements outlined in this chapter, a TD-288 form detailing the approved amount will be sent to the PSAP within two (2) weeks of the date the letter was received by the CA 9-1-1 Branch. If the PSAP letter does not meet the funding requirements, the CA 9-1-1 Branch will contact the PSAP for further information within two (2) weeks of receipt.

3. **The PSAP Purchases Services/Equipment**
   The PSAP uses their procurement process and authorizes the contractor to provide and install the equipment according to the conditions of their contract.

4. **Contractor Invoices the PSAP**
   Upon satisfactory installation of equipment or service, the contractor will invoice the PSAP.

5. **PSAP Submits Claim to the CA 9-1-1 Branch for Reimbursement**
   Upon payment of the invoice, the PSAP may submit a REIMBURSEMENT CLAIM form (TD-290) to the CA 9-1-1 Branch, including the previously approved TD-288 with appropriate CA 9-1-1 Branch tracking number, a document confirming the PSAP's acceptance of the services (when applicable), and copies of paid invoices with proof of payment (e.g. cancelled check). The TD- 290 form may be viewed or downloaded from the CA 9-1-1 Branch website as follows:

   http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-forms

6. **Review, Approval, and Reimbursement**
   Upon receipt of a complete and accurate TD-290 with appropriate documentation, the CA 9-1-1 Branch will review and approve the request within two (2) weeks. The claim will be forwarded to the Governor's Office of Emergency Services, Accounting Branch, for payment processing. This final payment process may take up to 90 days.

FUNDING PROCESS – PSAP/COUNTY COORDINATOR 9-1-1 EXPENSES

PSAPs requesting funding for expenses defined in the 9-1-1 COUNTY COORDINATOR DUTIES, PSAP MEETINGS, AND ATA FUNDING POLICY and the 9-1-

1 TRAVEL EXPENSES FUNDING POLICY provided in this chapter must use the following Reimbursement Claim Process. Where pre-approval by the CA 9-1-1 Branch is required, you must begin with step "1" below. Otherwise, you may begin with step "3" below.

Reimbursement Claim Process – PSAP/County Coordinator 9-1-1 Expenses

1. **PSAP Requests Funding Approval**
   The PSAP submits a letter with appropriate attachments, if required, on PSAP letterhead to the CA 9-1-1 Branch requesting pre-approval for reimbursement of 9-1-1 services and/or expenses.

2. **CA 9-1-1 Branch Issues a Commitment to Fund**
   Upon receipt of a complete funding request letter that meets the funding requirements outlined in this chapter, a COMMITMENT TO FUND (TD-288) form detailing the approved amount will be sent by the CA 9-1-1 Branch to the PSAP within two (2) weeks from the date the CA 9-1-1 Branch received the funding request letter. If the PSAP funding request letter does not meet the funding requirements, the assigned CA 9-1-1 Branch Advisor will contact the PSAP for further information within one (1) week from the date the CA 9-1-1 Branch received the funding request letter.

3. **PSAP Submits Claim to the CA 9-1-1 Branch for Reimbursement**
   The PSAP may submit a REIMBURSEMENT CLAIM form (TD-290) to the CA 9-1-1 Branch with the following requirements:

   a. Timely submission of claims – All reimbursement claims must be submitted on an annual, semi-annual, or quarterly basis each fiscal year (July 1 through June 30) and must be submitted no later than ninety (90) calendar days after the close of the fiscal year in which funds have been expended;

   b. Where pre-approval is required, the previously approved TD-288 with appropriate CA 9-1-1 Branch tracking number and related documentation (receipts and registration information) must be included;

   c. PSAPs claiming reimbursement for wages must complete a REIMBURSMENT CLAIM SUPPORT DOCUMENT (TD-290A) form, line items A, B, C, D, E, F, G, corresponding to items A, B, C, D, E, F, G, as outlined in the PSAP 9-1-1 EXPENSES FUNDING POLICY with the number of hours on the appropriate date for each activity. (All hours for reimbursable wireless related activities must be claimed

using line item C.) The TD-290A form may viewed or downloaded from the CA 9-1-1 Branch website as follows:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-forms

4. **CA 9-1-1 Branch Reviews, Approves, and Reimburses PSAP**
   A complete and accurate TD-290 with appropriate documentation will be reviewed and approved for payment by the CA 9-1-1 Branch within two (2) weeks. The claim will be forwarded to the California Governor's Office of Emergency Services, Accounting Branch, for payment processing. This final payment process may take up to 90-days.

CONTRACTOR'S SAMPLE STATEMENT OF WORK (SOW)

CLOUD/DATA CENTER BASED 9-1-1 CALL PROCESSING EQUIPMENT (CPE) SYSTEM FORMAT

Every installation of 9-1-1 equipment is different due to the unique needs of each PSAP. A SOW is required for all installation of 9-1-1 CPE and is required for use of the current State CPE MPA and for funding via reimbursement. Therefore, prior to the commencement of any installation of a 9-1-1 system funded by the CA 9-1-1 Branch, the contractor shall prepare a SOW detailing all deliverables.

The SOW shall be signed by both the PSAP and the equipment/services contractor. Any subsequent changes to this planned installation must be documented by the contractor.

The 9-1-1 CPE SOW must include the following information, at a minimum:

1. Cover Page (should include the following):
   a. Contractor Name;
   b. PSAP Name;
   c. Project name;
   d. PSAP commitment to complete the install within the timeframe indicated in the SOW;
2. Table of Contents
   a. Include all the major categories and subcategories.
3. Body
   a. Overview:

i. An overall statement about the purpose of the SOW and scope of the project;

ii. A list of the equipment, software and maintenance to be provided (workstation, back room, etc.) including quantities, individual process, and extended prices;

iii. A description of the existing equipment, if any, that will be reused;

iv. A description of the equipment that is to be provided by the PSAP;

v. Specific equipment that will not be provided by the Contractor to ensure that the PSAP and the State understand what has been specifically excluded from the project;

vi. Commitment to meet all CA 9-1-1 Branch technical requirements put forth in the governing RFP;

vii. Any other general issues.

b. Design

i. System overview including a description of the NG 9-1-1 network configuration and interfaces, admin line connections, gateways, UPS, interfaces to other equipment, and any other pertinent system elements;

ii. Description of the network elements to be connected to the system including Next Gen 9-1-1 trunks, administration lines, ring down lines, and any other network connections that will be configured in the system;

iii. A description of how system programming will be initially accomplished and how it will be maintained on an ongoing basis;

iv. Integration requirements to other equipment such as CAD, radio, and on premise logging recorders;

v. Building modifications that the PSAP will have to make to accommodate the new or updated system.

c. Change Requests

i. A description of how changes to the SOW will be managed by the PSAP, the CA 9-1-1 Branch, and the Contractor including identifying the authorized representatives that can approve changes and the specific process that will be followed to approve changes.

d. Acceptance Testing

i. A description of the acceptance testing process that is consistent with the contract requirements including the System Acceptance and Authorization Form;

ii. A description of how adds, moves and changes are handled once Acceptance has been signed off by the authorized PSAP representative.

e. Names of Responsible Parties and Contact Information

i. Names and contact information of all the responsible parties from the Contractor, PSAP, and the CA 9-1-1 Branch.

f. Responsibilities

i. Contractor's responsibilities;

ii. PSAP responsibilities including a pre-installation checklist;

iii. CA 9-1-1 Branch responsibilities.

g. Installation Schedule

i. List of estimated key dates beginning with the funding approval date from the CA 9-1-1 Branch (to be updated by the vendor and re-submitted to the CA 9-1-1 Branch at the time of TD-288 issuance);

ii. Include equipment order date, delivery date, site readiness by PSAP date, programming freeze date, beginning of installation date, system in-service date, anticipated PSAP acceptance date and any other dates pertinent to the success of the project.

h. Maintenance Plan

i. On-site and remote maintenance processes;

ii. Description of how preventive maintenance will be provided;

iii. Description of how remedial maintenance will be provided, including response times for major and minor outages;

iv. Description of the minimum level of technical expertise that the maintenance technicians will have;

v. Contact numbers to report trouble and the hours of availability for the contact center;

vi. A description of what is not covered in the maintenance plan and how those situations will be handled by the Contractor.

i. Training

i. A Training Plan that includes the following:

ii. A description of the training that will be provided to the PSAP management staff, telecommunicators, and PSAP technical support personnel;

iii. Description of the user guides that will be provided by the Contractor;

iv. Description of the technical service materials that will be provided by the Contractor.

j. SOW Approval

i. A sign-off page for the authorized PSAP representative to acknowledge concurrence with the content of the SOW.

k. Appendices

i. Site Certification Document

ii. The document that describes the building and environmental changes that the PSAP must make to accommodate the new or updated system;

iii. Floor Plan - Diagrams of the room where the workstations will be installed and the backroom facilities room at the PSAP;

iv. Pricing and Terms - A copy of the detailed quote from the Contractor for the project that references the multiple award contract, quantities, and monthly costs;

v. Forms - Samples of the forms that will be used for the project such as change request forms, issue communications forms and any other applicable forms;

vi. System Acceptance and Authorization Form - A copy of the SYSTEM ACCEPTANCE AND AUTHORIZATION form (TD-284) to be completed and signed by the authorized PSAP representative upon acceptance. The executed form will be provided to the CA 9-1-1 Branch as documentation of system acceptance and beginning of the five year contract period for the system. The form can be downloaded from the CA 9-1-1 Branch website at:

http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-forms

PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Samantha Brown, Administrator Assistant II**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Agriculture Weights and Measures/Farm Advisor/Fair and UBEO West for copy machine lease; effective June 3, 2025, through June 2, 2028; not to exceed $23,000; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Agriculture Weights and Measures/Farm Advisor/Fair and UBEO West for copy machine lease; effective June 3, 2025, through June 2, 2028; not to exceed $23,000; (General Fund Impact) as approved in (FY25/26)
preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
Copy machine will be shared by all 3 departments (Ag/Farm/Fair)- all our copy machines are out of date and needing more repairs than they are worth.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Agriculture Weights and Measures/Farm Advisor/Fair and UBEO West for copy machine lease; effective June 3, 2025, through June 2, 2028; not to exceed $23,000; (General Fund Impact) as approved in (FY25/26)
preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

Not to exceed $23,000 over 3 years

Attachments:
1. UBEO Final Entire Contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Agriculture** (hereinafter referred to as "County"), and UBEO WEST, LLC, a California Limited Liability Company (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit A, B, C, D, E and F attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Three thousand and 00/100 dollars ($23,000.00).

3. Term. The term of this agreement shall be from June 3, 2025, to June 2, 2028, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives, and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

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

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:
Dept. of Agriculture/Farm Advisor
County of Plumas
208 Fairgrounds Road
Quincy, CA 95971

Contractor:
UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Gary Chitwood

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

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

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

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

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

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

UBEO WEST, LLC

By:_____
Name: John Fortino
Title: Chief Financial Officer
Date signed:

COUNTY:

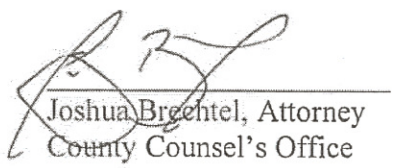
County of Plumas, a political subdivision of the State of California

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Contractor shall provide one (1) new Canon C5840i; B&W & Color; print, copy, scan to email/folder.

2. Maintenance services and materials to be provided Contractor to the Covered Equipment include inspection, adjustment, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.

3. During the term of this Agreement, Contractor will replace, without charge parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.

4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside normal business hours may be provided at rates mutually agreed upon by the Contractor and the County.

5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call unless another deadline is mutually agreed upon by the Contactor and the County.

6. Contactor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a total of $608.21 monthly for a term of 36 months broken up as follows:

   a) County shall pay $485.21 per month to lease one (1) Canon C5840i.

   b) County shall pay $123.00 per month for maintenance on one (1) Canon ImageRunner Advance DX C5840i print/copy/scan to email/folder to include up to 3,000 monthly black and white images (9,000 quarterly) and 1,500 monthly color images (4,500 quarterly) on the equipment covered by this Agreement. County shall pay an additional $0.0084 per quarter for black and white images over 9,000 and $0.0652 per color images over 4,500.

   c) County shall own the one (1) Canon ImageRunner Advance DX C5840i at the end of the 36-month term with a $1.00 buyout.

2. All lease and maintenance invoices for this agreement will be generated by and payment shall be made to:
   Canon Financial Services, Inc. (CFS)
   14904 Collections Center Drive
   Chicago, IL 60693-0149

3. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.

4. Service and Supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.

5. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.

6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be

included in the above rate and shall instead be charged at Contractor's then-current rates for such service calls.

EXHIBIT C

uManage Rental Agreement

ubeo BUSINESS SERVICES

MANAGE RENTAL AGREEMENT

Owner: UBEO WEST, LLC

CUSTOMER INFORMATION

Bill To Full Customer Legal Name: County of Plumas, California			Contact Person: Samantha Brown	Installation Site Key Operator:
Street Address: 208 Fairground Rd			Title: Office Assistant	Title:
Box/Suite/Routing:			Telephone #: (530) 283-6365	Telephone #:
City: Quincy	State: CA	Zip Code: 959719462	Facsimile #: () -	Facsimile #:
Installation Address (if different from above):			e-mail:	e-mail:

EQUIPMENT INFORMATION

	Quantity	Make	Item	Description (or Accessories)
1	1	BIC - Canon	3827C002AA	imageRUNNER ADVANCE DX C5840i
2				High Capacity Feed
3				Finisher/Buffer Pass
4				Super G3 Fax
5				Surge Protector
6				
7				
8				

Payment	$608.21	**Term (Months)**	36 - $1 Out
Payment Frequency	Monthly	**Image Meter Reading Frequency** (QUARTERLY unless otherwise indicated)	Quarterly

Meter 1 - Color Image Allowance	1,500	**Meter 1 – Excess Per Image Charge**	$0.06520
Meter 2 - B&W Image Allowance	3,000	**Meter 2 - Excess Per Image Charge**	$0.00840
Meter 3 - Large Color Image Allowance		**Meter 3 - Excess Per Image Charge**	
Meter 4 - XL Color Image Allowance		**Meter 4 - Excess Per Image Charge**	

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated.
Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

BLACK Supplies Included ☐ NO **COLOR Supplies Included** ☐ NO

AGREEMENT NUMBER:

All amounts exclusive of applicable taxes

THIS AGREEMENT CANNOT BE TERMINATED EARLY.

SALES REPRESENTATIVE: Gary Chitwood

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) included:

A: B: C:

Meters ☒Auto ☐Fax ☐e-Mail **Meter Contact:** **e-Mail:** **Fax#:**

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name: County of Plumas, California	Federal Tax ID:		
By (Please Print):			
Signature:			
Title:	Date:		

OWNER ACCEPTANCE

Owner: **UBEO WEST, LLC**			
By: John Fortino			
Signature: DocuSigned by: John Fortino C0E2E2204280495...			
Title: CFO	Date: 7/15/2025		

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

By (Please Print):	Title:
Signature:	Date:

Rev: 5/1/2022

UMANAGE RENTAL AGREEMENT
TERMS and CONDITIONS

1. Ownership and Use of System: Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

2. Payment: Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay $35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. Excess Images: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. Term and Transition Billing: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. Upgrade and Downgrade Provision: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. Taxes and Fees: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.

7. UCC Filing: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

9. Indemnity: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. Maintenance and Care of Owner's System: The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO West, LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBEO WEST, LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to; parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white and fluorescent pink are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBEO WEST, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

11. Location of System: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBEO WEST, LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. Warranty Disclaimer: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. Default and Remedies: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.

15. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. Renewal and Return of System: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.

17. Other Rights: The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. UCC-2A Provisions: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. Entire Agreement: This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. MISCELLANEOUS: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

EXHIBIT D

Municipal Fiscal Funding Addendum

Docusign Envelope ID: 7F692E20-E27E-4857-B010-379A24F2A9DE

Municipal Fiscal Funding Addendum

Lessor's Application Number:	2067943
Lessor's' Agreement Number:	
Agreement Date:	

GOVERNMENTAL ENTITY

Complete Legal Name

County of Plumas, California ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, Customer may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Lessor	UBEO West, LLC	Customer	
By	DocuSigned by: John Fortino C6E2E220420E485...	By	
Printed Name	John Fortino	Printed Name	
Title	CFO	Title	
Date	5/22/2025		

1620 (04/16)

EXHIBIT E

Addendum to Agreement for application #2037021

Addendum to Agreement for application # 2067943

WHEREAS, UBEO West, LLC ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (Rev: 5/1/2022) are changed as follows:

14. Default and Remedies: Paragraph 14 is amended by deleting "The Customer promises to pay Owner's" and replacing with "The prevailing party" in the third sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

UBEO West, LLC	**County of Plumas, California**
DocuSigned by: **By:** John Fortino **Title:** CFO **Date:** 5/22/2025	**By:** **Printed Name:** **Title:**
CONTRACTS DEPARTMENT Approved by ET Date 5/12/25	**By:** **Printed Name:** **Title:**

EXHIBIT F

$1.00-OUT Purchase Addendum

Docusign Envelope ID: 7F692E20-E27E-4857-B010-379A24F2A9DE

$1.00-OUT PURCHASE ADDENDUM

ADDENDUM TO AGREEMENT FOR CUSTOMER # / APPLICATION # / LEASE # 2067943

WHEREAS, Canon Financial Services ("Lessor")
and County of Plumas, CA ("Customer")
have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions in the Agreement are amended as follows:

> "Provided that no event of default under the Agreement has occurred and is continuing, Customer shall have the option to purchase the Equipment at the end of the original term for $1.00. At the end of the term Lessor will transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate."

Customer agrees that Lessor may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY LESSOR.

LESSOR	CUSTOMER
DocuSigned by: By: John Fortino C0E2E220428D495...	By:
Printed Name: John Fortino	Printed Name:
Title: CFO	Title:
Date: 5/22/2025	

CFS-1611 (12/22)

ubeo BUSINESS SERVICES

EQUIPMENT REMOVAL & BUYOUT AUTHORIZATION

Sales Order # _____

Date: 5/22/2025

Customer Name: County of Plumas, California - Agriculture Department and Cooperative Extension
Customer Address: 208 Fairground Rd
City: Quincy State: CA Zip: 95871
Customer Phone: (530) 927-8492
Customer Contact: Samantha Brown

This letter will confirm that you have requested that UBEO West, LLC remove the items of equipment identified on the UBEO West, LLC Customer Work Order and/or its Attachment/Supplements to this Authorization ("Equipment").

X	Customer-owned equipment

Model: Sharp MX3116 Serial: 7E0007723 Cooperative Extension
Model: Sharp MX M453N Serial: 9L001265 Agriculture

By signing below, you confirm and agree that (1) you have requested that UBEO West, LLC remove the Equipment, (2) you have good, valid and marketable title to the Equipment and/or have satisfied all payment and other obligations relating to the Equipment which may be owing to any third party under any applicable financing, sale or other agreements, (3) you have obtained any and all necessary consents and approvals required to authorize UBEO West, LLC to remove such items of Equipment and/or take title thereto, (4) by this Authorization, you hereby transfer good and valuable title and ownership to UBEO West, LLC to the Equipment, free and clear of any and all liens and encumbrances of any nature whatsoever, or to act as your agent to return the Equipment and (5) customer affirms that any and all private or confidential information has been removed from the unit's data storage devices to include internal hard drives and RAM memory and that the unit described above is ready for possible 3rd party disposition.

UBEO West, LLC does not assume any obligation, payments or otherwise, under any financing, sale or other agreements relating to the Equipment. Such agreements shall remain your sole responsibility. As a material condition to the performance by UBEO West, LLC, you hereby release UBEO West from and shall indemnify, defend and hold UBEO West, LLC harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in this Authorization or of any obligation owing by you to any third party in respect of the Equipment.

Customer Name: _____

Signature: _____

Title: _____

Date: _____

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Review and approve Outdoor Music Festival Permit for Stilldream-August 07-13, 2025 to be held in Belden Town.**

Recommendation:
Review and approve Outdoor Music Festival Permit for Stilldream-August 07-13, 2025 to be held in Belden Town.

Background and Discussion:
Plumas County requires Outdoor Music Festivals to complete an application in accordance to Plumas County Ordinance No. 15-1096 and No. 16-1100. All affected County Departments review and approve each application, Completed applications are then passed on to outside agencies for their review. If all mentioned parties find no problems or concerns, a Notice of Public Hearing is posted. With that notice posted July 15, 2025, this application is not presented to the Board of Supervisors for any public comment, review and approval.

Action:

Review and approve Outdoor Music Festival Permit for Stilldream-August 07-13, 2025 to be held in Belden Town.

Fiscal Impact:

No General Fund impact

Attachments:
1. stilldream final

PLUMAS COUNTY FAIR USE ONLY
Completeness Verified by _____
Date Received _____
Receipt No. _____ $ _____

OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Fair Manager
   204 Fairgrounds Road
   Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of $1,000.00.
4. Make the check payable to Plumas County Fair

A. Applicant (s)

Applicants Name Stilldream LLC

Residence Address 4517 Holiday Hill Ct. Shingle Springs, CA 95682

Mailing Address 4517 Holiday Hill Ct. Shingle Springs, CA 95682

Telephone Number 916-470-4999

Business Address and Telephone Number (If different from above) _____

*Applicant must be the promotor of the event

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort and Lodge 4785 Belden Town Road, Belden, CA 95915

Telephone 530.283.9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort and Lodge 4785 Belden Town Road, Belden, CA 95915

Nearest town Twain

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: Monday August 4-7, 2025

Dates of Actual Event: August 7 -11, 2025

Dates of Post Even Activities: August 12, 13, 2025

Hours of Event Activities for each day of Event: 24/7

E. Number of Attendees and Staff

Number of Spectators/Participants and Staff for each day of Event: 1000 total, We expect 600 attendees and 400 artists, volunteers and staff including but not limited to: medical, security, Belden Staff, Shuttle Drivers and management.

F. Maps and Diagrams

Provide maps or diagrams showing the following:

(a) Location of the property on which the proposed event and all related activities will be held.
(b) Location of adjacent roads, lots, and residences
(c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
(d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
(e) Location and orientation of loudspeakers
(f) Location, style, wattage and orientation of all temporary lighting
(g) Location of camping or other overnight areas
(h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

G. Program and Plans

Complete the required information for the programs and plans listed on the following pages. Use additional sheets if necessary. The Fair Manager will circulate these plans to the appropriate County Departments for review and approval.

To Whom It May Concern

I, Ivan Coffman Owner of Belden Town Resort & Lodge give my permission for Still Dreams Music Festival to take place on August 7th to August 11th 2025, at (Belden Town Resort & Lodge) along with the usage of (Jack's Place Off Site Parking Area) 10-miles east of Belden.

Event Location Address:

Belden Town Resort & Lodge 14785

Belden Town Road, Belden CA. 95915

Off Site Parking Location Address:

Jack's Place 25311

Hwy. 70, Twain CA. 95984

SIGN HERE: Ivan Coffman **DATE HERE:** 2-19-25

Ivan Coffman Owner of Belden Town Resort & Lodge

I. Signature(s) of Applicant(s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

Signature	5/1/2025 Date
Signature	Date

a) **Commercial Liability Insurance** Festival Name and Date: Stilldream Festival

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: 520 Main Street, Room 309
Quincy, CA 95971
(530) 283-6041

We have Commercial General Liability Insurance with Kelly Insurance Company, underwritten by Hartford Underwriters Insurance Company, whereas Each Occurence is covered with $2,000,000 General Aggregate, $1,000,000 for Bodily Injury, $1,000,000 Personal, $5,000 for Medical Exp. (any one person), & Adv Injury, $2,000,000 Products - comp/op agg. We also list as additional insured, Belden Town & Resort, State of California, and its Officers as well as the US Forest Service.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

TRAVIS GOINES
Plumas County Risk Manager

5/20/25
Signature / Date

b) **Police Protection and Security** Festival Name and Date: Stilldream Festival

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

Stilldream LLC has contracted Bay Area Event Staffing for the Stilldream Festival for 24-hour security coverage. Stilldream LLC has a great working repoir with Bay Area Event Staffing as they have worked our Company for 21 years and understand the needs of our event and its attendee's very well. Bay Area Event Staffing and all of its personnel all have current Guard Cards, licensing and insurance to operate in the state of California.

Our standard has been to have on at all times a minimum of one patrol consisting of 8 Guards and on call in case of emergencies a secondary team of 4 guards. During Peak Hours we run several patrols and always have a back up patrol ready if a critical situation were to arise.

We at Stilldream LLC do not, nor have ever sold alcohol and have always left that to those who are qualified and retain the appropriate licensing and knowledge to do so. In this case the only alcohol distributed at the Stilldream Festival is the responsibility of Belden Town Resort and Lodge and its staff of bartenders.

Some of our attendee's do bring their own alcohol but we at encourage our attendee's to live a natural holistic lifestyle of eating right, treating their body and mind as a temple, to meditate and live an active life. Most of our attendee's are in the over 30+ range and we actively discourage anyone attending under the age of 18 without parent or guardian with them. This leaves us with a very small age gap that we need to monitor. To help us identify who is and isn't we issue our own 21+ wristbands seperate from Beldens ID process at the front gate so that we may easily visually discern who is and isn't over 21 at our event.

We at Stilldream LLC do not condone the use, sale or possession of any illegal drugs or underage drinking. Stilldream LLC, its staff and security maintain a very proactive and heightened awareness of any such activities, and if any situation arises will notify our medical staff and security and will have those offenders seen to and / or removed from our event. Stilldream LLC and its leads along with support from our Security team will perform sweeps through out all areas of the event to verify evacuation. Staff, not including leads and some security will evacuate with attendee's. Once the venue and campgrounds is given the all clear event leads and security will evacuate.

We at Stilldream LLC take our attendee's safety very seriously and will be briefing all volunteer staff ahead of time along with sending them assignment's and Fire Evacuation plans pre-event and then once on site will be having Pre-event meeting with Security and all staff.

In preparation of Emergencies, The vehicles will be parked facing out towards the bridge and maintaining clear fire lanes when parked on property as per the direction of evacuation per County and Federal Regulation. This is to avoid complications with traffic making its way out as quickly and safely as possible and allow for ease of access in case of emergency. Belden is in charge of evacuation and Stilldream LLC and its staff will assist them in however they deem necessary to complete evacuation.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Plumas County Sheriff

Signature / Date 6/20/25

c) **Emergency Preparedness Plans** Festival Name and Date: Stilldream Festival

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

1400 East Main Street
Quincy, CA 95971
(530) 283-6375

Emergency Preparedness Plans:
We at Stilldream LLC take the safety of our attendee's and fire preparedness very seriously, Belden, Our staff and Bay Area Event Staffing are trained and easily identifiable, and equipped with the right equipment to handle an emergency of this nature.

Evacuation Plan
To prepare for emergency evacuations, roadways in Belden are kept clear and fire lanes clearlymarked. Cars are parked facing the direction of evacuation, per Federal and County regulation.

Enough cars and shuttles are available and kept on site to be able to implement the evacuation plan. Belden staff are in charge of the evacuation procedure and our staff will assist them as necessary to complete evacuation.

The Stilldream Festival evacuation plan is indicated on the attached maps. Attendees will be notified of the evacuation plan by email prior to the event and via printed materials provided at arrival, including program and map.

Once staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leads will assemble with Belden staff to review plans and assignments.
No breakdown of camps or of event infrastructure will occur at the time of evacuation; only living beings will be evacuated. Stilldream Event Leads, Parking, and Door staff will oversee vehicle traffic.

If evacuation becomes necessary, a 3 pulse temporal pattern in 4 second cycles will sound, and the security team will move through the campground area with megaphones, informing participants of the call for evacuation, direct them to collect Identification and any life sustaining prescription medications, and to immediately do the following, as applies to them:

1. "On site Vehicles": Attendees / Staff who have vehicles parked in Belden will be directed to getting their vehicles and proceed to the Belden RV parking lot.
2. "Off site Vehicles": Participants with vehicles in the off-site lots will be instructed to get their keys, report to the RV parking lot and prepare to assist in evacuating other participants off-site.
3. "Carpoolers": Participants who do not have vehicles onsite or in the off site lots will be instructed to assemble at the front of the lodge and will then be directed by Stilldream event staff to proceed in groups of 4 to the RV lot as evacuation vehicles return to Belden where they will be picked up.

(continued on next page)

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Travis Goines
Director, Plumas County OES

5/20/25
Signature / Date

Once in the RV parking lot, "Onsite Cars / Shuttles" will fill their remaining seats* with drivers** of off site vehicles and drive them to the offsite parking lot so that they in turn can retrieve their vehicles and assist in the evacuation. This process will iterate as required.

* To ensure safety, only seats with appropriate seatbelts will be filled.
** Only drivers will be ferried to the offsite parking lot, in order to maximize the number of cars returning to Belden to assist in evacuation.

All vehicles returning to Belden from the offsite parking lot will load passengers in the Belden RV lot and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County.

Note: Belden staff has indicated that because emergency vehicles come from Quincy, evacuation is expected to be directed onto CA 70 West.

Stilldream event leads and security will conduct additional ongoing sweeps through all campground areas to verify evacuation - there will be a minimum of 4 coordinated comprehensive sweeps to confirm that attendees are evacuating. Staff, not including event leads, will evacuate with participants. Once staff and participant evacuation is complete, a 'last call' alarm signal in a 3 pulse pattern will sound and security and event leads will evacuate.

We have been briefed and shown the Vehicle Evac. Plan and will be sending a briefing document to all our volunteers as well as going over this on site at our Pre Event Meeting On site meeting with all staff regarding fire safety and how to administer our evacuation plan. In addition to our staff's knowledge we run a fire prevention awareness campaign to all of our attendee's describing the dangerous circumstances surrounding the area and the time of year that our event takes place.

Belden is equipped with a state of the art fire system and has 2 dedicated fire hydrants, as well as one additional source with hose hook-up capability for use in fire-fighting, that is able to produce the output of 2 hydrants. These water sources are shown in the attached map. Additionally there are many spigot and hose hook-ups throughout Belden Town and Belden has the appropriate reducers for said hoses.

10 - 1.5 inch (100ft)

8 - 1 inch (100ft)

3 - 2 inch (50ft)

2 - 3.5 inch (100ft)

Fire Prevention:

Cooking: To combat Wildfire possibilities we are working with the Dept of Forestry and banning any type of Charcoal/open fire grills and camp fires and requiring all campers using a coleman type propane stove to have their own fire permit issued by the Dept. of Forestry and to make sure it is displayed at their camp pinned to their tent in a clear visible manner. We encourage our attendee's to leave their camping stoves and home bring extra money to purchase food inside the Belden Restaurant or at one of the food vendors on site to help supplement hot meals and cut down the risk of fire. Our security team and staff are aware of the risks of fire and will be actively patrolling campsites to insure that any camping stoves are being used within the guidelines set by the Dept of Forestry and to make sure they have their cooking stove permit. If they do not we will have these permits available along with the educational video and quiz provided to us by the dept of forestry.

Smoking: We are continuing our education of our attendee's on the risks of fire in the Feather River Canyon, and asking that if they are smokers to only smoke on paved areas or in areas without vegeation and to carry with them a tin type container (ie: altoid container) to dispose of their ashes and Ciggarette butts in. Even encouraging them to decorate and gift these containers to each other as a way to combat fire risk and increase education. Our staff and security are trained in the indentifaction of un safe smoking activities and are there to encourage safe practice along with our leave no trace community guidelines.

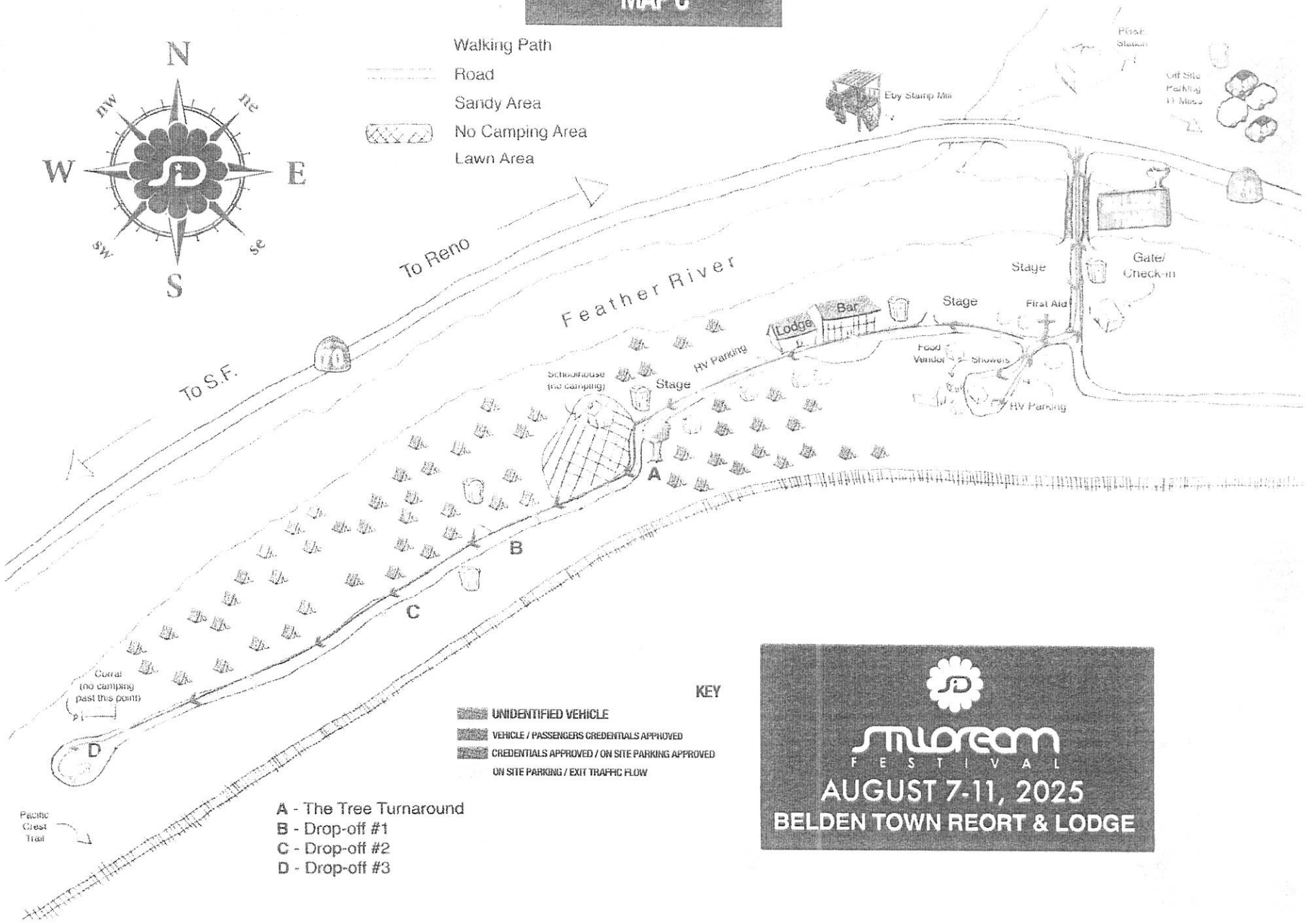
Fireworks / Generators / Portable Equipment: The use of fireworks, fire dancing, fire poi or any type of fire art are prohibited and portable equipment such as welding, cutting, or chainsaws is not permitted and Stilldream Festival. These restritions are clearly communicated with attendee's as part of the Stilldream Festival Survival Guide that is posted on our site and issued to every ticket buyer. Stilldream will ensure compliance with Cal. PRC4442, by ensuring that generators are only operated on land that is not forested, brush covered or grass covered.

Fire Protection:

Parking: Parking at Stilldream is in our designated areas and is heavily regulated per our agreement for ease of access and fire evacuation. Our designated areas are either manicured to reduce fire risk so that no car body or engine contact with weeds or plant matter and do not contain live plant matter. Designated areas are watered down to minimize risk of sudden combustion / ignition.

Event Areas: In addition to the state of implemented ready to use going over where available water sources / hoses / shovels are located at. Each Stage will have 2-3 Fire Extinguishers, 1 will be held at the lighting booth. a minimum of one will be required for any kitchens operating on site. as well as all vendors will be required to have a Fire Extinguisher at their booths. The EMTs will have a fire extinguisher, one will be at the Check-In and 2-3 will be on site at our "off site" parking lot. We have been briefed and shown the Vehicle Evac. Plan and will be sending a briefing document to all our volunteers as well as going over this on site at our Pre Event Meeting.

MAP C


N
W
E
S
nw
ne
sw
se
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
To Reno
To S.F.
Feather River
Post Station
Off Site Parking 11 Miles
Ely Stamp Mill
Gate/ Check-in
Stage
First Aid
Bar
Lodge
Stage
Food Vendor
Showers
RV Parking
Schoolhouse (no camping)
Stage
RV Parking
A
B
C
D
Corral (no camping past this point)
Pacific Crest Trail
KEY
UNIDENTIFIED VEHICLE
VEHICLE / PASSENGERS CREDENTIALS APPROVED
CREDENTIALS APPROVED / ON SITE PARKING APPROVED
ON SITE PARKING / EXIT TRAFFIC FLOW
A - The Tree Turnaround
B - Drop-off #1
C - Drop-off #2
D - Drop-off #3
SMOREAM
FESTIVAL
AUGUST 7-11, 2025
BELDEN TOWN REORT & LODGE

d) **Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans**

Festival Name and Date: Stilldream Festival

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health
270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

FOOD:
Belden Town Restaurant is open daily from 7am to roughly 10pm each day. Snacks and bevarages can also be purchased at the Belden store which is fully stocked during the event. Stilldream also grants several food vendors permission to cater to our attendee's to help relieve some of the high demand and stress put on the Belden Restaurant and also to help me the dietary restrictions of some of our attendee's by providing vegan and gluten free meal options. All vendors are required to comply with all state and county health department requirements, including submitting a temporary Food / Mobile food facility application at least 30 days prior to the event.

Stilldream may use the on-site cabins to prepare food for our staff, volunteers and artists but will not use cabins to prepare food for general public. Stilldream will not serve food to the general public as part of any activities.
At least 30 days prior to the event Stilldream will submit an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors.

WATER:
Belden has two water sources and holds current permits for these sources. We will be relying primarly on the Belden System for our water supply. These sources include one easy-to-access water fountain spigot in a central location. Belden also sells bottled water in their store. We encourage and continue to educate our attendee's on the importance of staying hydrated and suggest that all of our attendee's maintain a half a gallon of water a day if they are being active. We use our newsletter, website and ticket holder information to keep them up to date with all pertinent information regarding the festival.

SEWAGE DISPOSAL:
We have contracted Ben's Toilets based in Gridley to service our event this year. We have increased the amount of portable toilets this year to 48 porta-potties and 4 Wash Stages. This equipment will be cleaned once daily on Friday Morning, Saturday Morning and Sunday Morning as recommended by Ben's Toilets and Plumas County in past years.
Belden also provides men's and women's bathrooms in the lodge and in the shower area in the upper RV parking area near our main gate. Plus there are bathrooms in all of the 7 Cabins and 18 Hotel Rooms.

Two porta potties will be stationed at our off-site parking area at Jacks.
(continued - see attached)

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

PAT SANDERS, REHS III
Plumas County Environmental Health

Signature / Date 5/19/25

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Belden also provides men's and women's bathrooms in the lodge and in the shower area in the upper RV parking area near our main gate. Plus there are bathrooms in all of the 5 Cabins and 18 Hotel Rooms.

Two porta potties will be stationed at our off-site parking area at Jacks.

SOLID WASTE-RECYCLING:

Stilldream is a leave no trace event. All attendee's are communicated ahead of time to pack it in and pack it out. We have a fairly high level of compliance but to help we employ a green team known as, "Wastebusters". They bring in an extra crew of individuals whose sole purpose at the event is to help with collecting trash, compostable and recyclables at our substations. There is 8 substations and Wastebusters will take them back to their processing area. There they will separate recycling and landfill along with trash pick-up and Micro Trashing (the act of picking up things that are miniature and are not from the area originally).

Although we highly encourage all of our attendee's to pack it in and out, Stilldream also will ensure that the area's are left clean after the event. We are ordering a 35 -40 yard garbage dumpster along with a 15 yard recycling bin. Recycling should be completed within 48 hours of the end of our event. Any unsorted waste will be placed into the bins provided by Feather River Disposal. Upon arrival, The vendor coordinator will show all food vendors where to dump their waste (grey) water on-site, and demonstrate the proper dumping process.

FOOD VENDOR WASTE:

Food vendors will use the grey water receptacle behind the food vending area provided by Ben's Toilet's who also manages the portable toilets on-site. Ben's toilets will manage the receptacle and remove it at the end of the event for proper disposal at their facility. In the event Ben's toilets cannot provide a grey water receptacle (ie, emergency with Cal-Fire) Food Vendors will use their own portable 50 gallon transfer tanks to collect their waste (grey) water for the duration of the event.

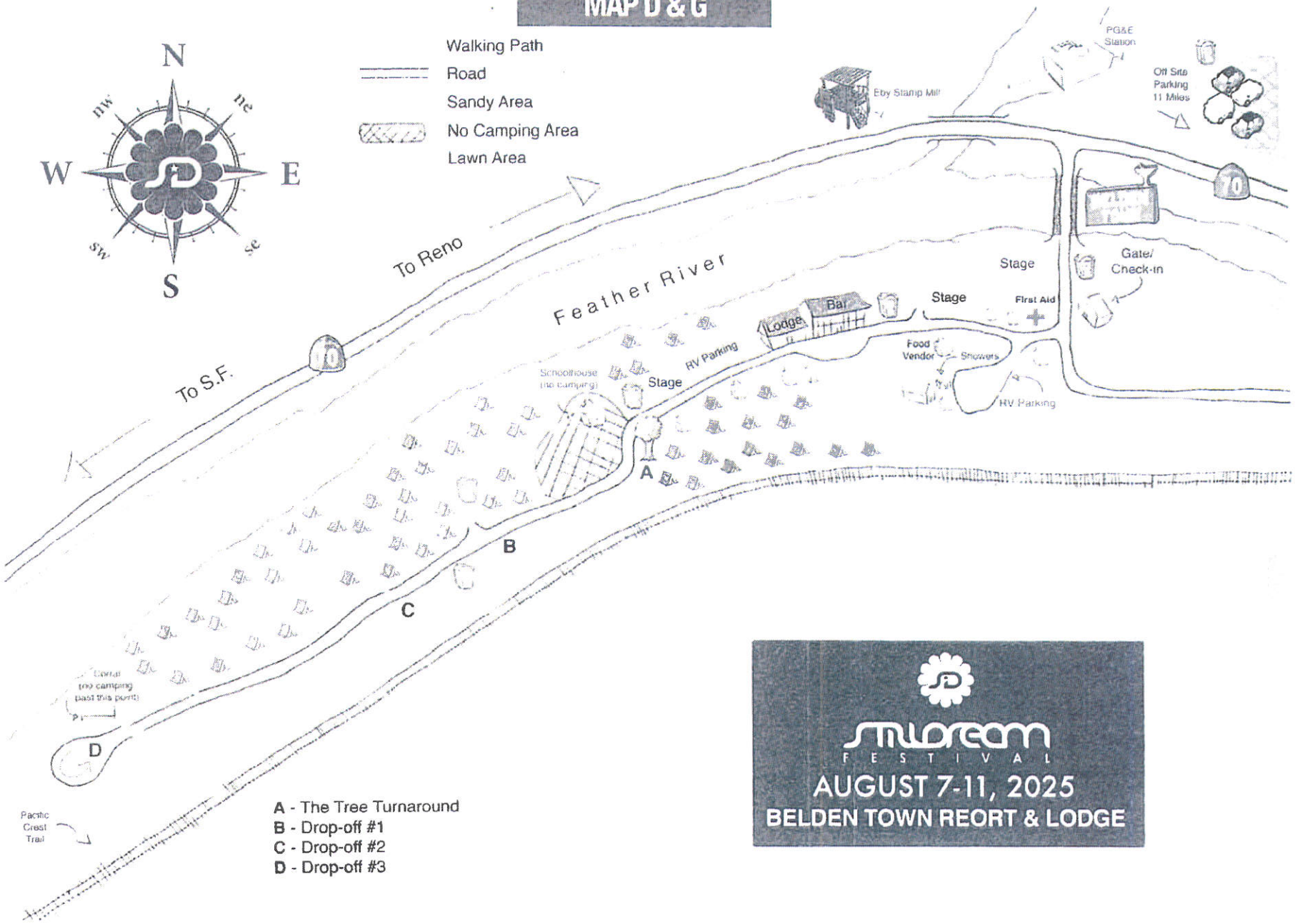
Their tanks will be directed to Belden Town's established septic dumping area in the RV site section for proper disposal.

Food vendors will transfer their waste (grey) water in the correct manner for waste water containment. They will be informed that under no circumstances are they to be dumping any waste water anywhere but the established septic dumping area.

All food vendors will be monitored throughout the event by the vendor coordinator & assistants.

NOTE All food vendors will be required to bring a portable 50 gallon waste water transfer tank for waste water transfer based on the availability of a grey water receptacle provided by Ben's Toilets. Our vendor coordinator will verify with all the food vendors to make sure all are covered for usage & informed of the newly established process for waste (grey) water disposal.

MAP D & G


N
W
E
S
nw
ne
sw
se
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
To Reno
To S.F.
Feather River
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
Gate/ Check-in
Stage
Stage
First Aid
Lodge
Bar
Food Vendor
Showers
RV Parking
Schoolhouse (no camping)
Stage
RV Parking
A
B
C
D
Pacific Crest Trail
A - The Tree Turnaround
B - Drop-off #1
C - Drop-off #2
D - Drop-off #3

FESTIVAL
AUGUST 7-11, 2025
BELDEN TOWN REORT & LODGE

e) **Medical Facilities & Services** Festival Name and Date: Stilldream Festival

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

Keeping things safe at Stilldream is a top Priority. We can spare no expense when it comes to safety and always have top of the line EMTs on our staff including but not limited to at least one EMT-P being on site. For this year's Stilldream Festival we are contracted with Joseph Pred at MARS Medical . They are trained professionals and work many events all over California and Nevada including High Sierra Music Festival in Quincy. They are on radio, patrol the grounds from front to back of the event site and set up an easily identifiable Medical Tent and cabin near the front of the Belden Property by the Bridge. This allows ease of access in the need of an Emergency Vehicle and ability to brief paramedics once they are on site. We at Wavespell maintain throughout the event a 15ft Easement for Emergency Vehicle accesibility if the need were to arise.

Medical staffing and plan includes:

• Stilldream will have medical support available on-site provided by: MARS (EMS http://mars911.info). For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or arrange for transport to a local medical center.
• MARS will be designated First Aid Station near the Entrance to Belden Town on the South side of the Bridge so that all attendee's see where they are located as they enter the event site.
• We have 2 EMT's on at all times, and one EMT-P on site during the event. We at Stilldream believe that is it essential that there should be 2 EMT's on for a multitude of reasons but in the end it sums up to being able to provide the best possible care and safety for our attendee's.

• These medics will evaluate and treat injury or illness brought to the attention of the Wavespell Staff.
• An automated external defibrillator (AED) and certified personnel will be available 24/7.
• Basic resuscitation equipment and medications as well as other basic equipment and supplies, will all be provided by MARS and available for medics use. This will include but is not limited to: blood pressure cuff, basic splinting and bandaging supplies, and immobilization devices.

• On-site medics will assess and determine appropriate treatment and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.

• We at Stilldream will keep a vehicle ready to transport the medics to the patient if necessary.

• We at Stilldream will also keep a vehicle ready to transport an injured or ill participant or staff member to a local medical facility in the case that participant does not have a vehicle available and is not in need of an ambulance call.

• Our medical services provider, MARS will complete ICS Forms 201, 202, 205, and 206 and these documents will be available to county agencies, venue staff, event personnel and medical personnel. They will be completed at least two weeks prior to the event.

(continued - see attached)

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Mark Satterfield, MD — *May 29, 2025*

Plumas County Health Officer — Signature / Date

e) Medical Facilities & Services

• All Stilldream LLC, Belden, Bay Area Event Staffing and MARS staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Stilldream and MARS will have at least 2 fully functional Verizon Cellular devices available in the event that an emergency warrants a call for off-site services. The bar in Belden also has a landline that is at our disposal in the case that we are having trouble with our cellular network due to reasons beyond our control.

Additional Measures:

• Stilldream will have extra individuals that are CPR, AED and wilderness first aid certified.

• Stilldream Medical Team MARS will have available in addition to the AED, basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask) device, oxygen and nasal cannula, epinephrine for IM use (EpiPen), naloxone for IM/IN use (available OTC), and basic BLS airway, splinting, and immobilization devices.

• We at Stilldream LLC have been producing our events for over 18 years of experience. We work together as a family and with over 14 years of experience working with Bay Area Event Staff and this being our 7th year with MARS we have created a cohesive bond and fluid motion between communication and action. Stilldram Festival is not just an event or job but something we all create and maintain together a continuation of our own Stilldream Festival which has been at Belden going on for 10+ years. Our staff is easily identifiable and carry radios in case of an emergency.

• Our standard has been to have on at all times a minimum of one patrol consisting of 2 Guards and on call in case of emergencies a secondary team of 2 guards.

• We keep open lines of communication with our attendee's through our Email list, use of Social media and our website.

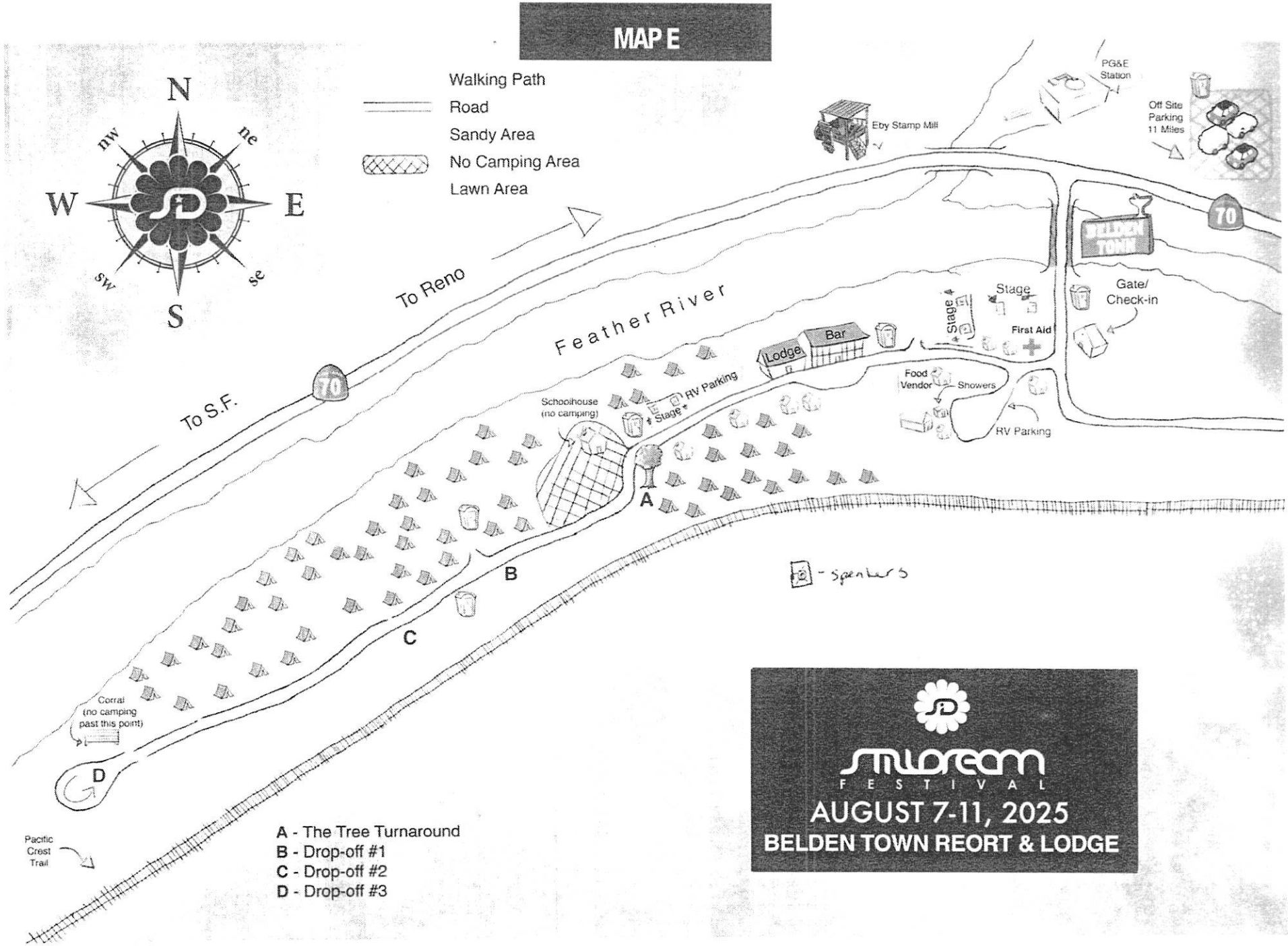
• Our email communications to ticket-holders will include language regarding river safety, including a warning that we do not provide lifeguards, and we will post, "Swim at your Own Risk" signage on the Belden beach.

• While we do not employ certified life guards we do encourage our volunteer staff in our Beach monitoring positions to be filled by personnel that do have lifeguard backgrounds, and give extra weight in their shifts to those that are certified lifeguards.

• We will clearly communicate to all of our attendee's that the use of fireworks, fire dancing, fire poi, any type of fire art or activitie are prohibited as well as portable equipment such as welding, cutting, or chainsaws is not permitted and Wavespell. In addition to this we will be posting signage in the campgrounds addressing the Fire Risk.

• While Stilldream Festival. Stilldream LLC, Bay Area Event Staffing and MARS will be keeping our focus on health and safety of our attendee's, we do expect that Belden's staff will have sole responsibility for the safety of bystanders, specifically for any non-ticketholder, Belden Resort (bar, restaurant and store), including local passerby and any hikers from the nearby Pacific Crest Trail.

MAP E


N
nw
ne
W
E
sw
se
S
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
To Reno
To S.F.
Feather River
70
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
BELDEN TOWN
Gate/ Check-in
Stage
Stage
First Aid
Lodge
Bar
Food Vendor
Showers
RV Parking
Schoolhouse (no camping)
Stage
RV Parking
A
B
C
D
- Speakers
Corral (no camping past this point)
Pacific Crest Trail
A - The Tree Turnaround
B - Drop-off #1
C - Drop-off #2
D - Drop-off #3
STILLDREAM
FESTIVAL
AUGUST 7-11, 2025
BELDEN TOWN REORT & LODGE

f) **Parking plan** Stilldream Festival

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

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

We at Stilldream LLC have a devoted section of our volunteer staff to just parking. 2 parking teams shall coordinate one on-site and one off-site. This shall be done in accordance with County, Belden Town, and U.S. Forest Service rules and regulations. Stilldream shall be keeping 40 parking passes for staff and production for on-site parking and the rest of the vehicles shall be parked off-site at "Jacks Place" 11 miles east of Belden Town on CA 70. Every car on-site shall be provided a parking pass to include the name, phone number, and other information to leave on dashboards for identification in the event the car needs to be moved. Jack's Place has a capacity of 700+ vehicles which is adequate to accommodate the number of vehicles parking off-site based on the expected 1,000-person attendance (attendees, artists, volunteers, and staff), considering carpool ratios. Persons parking off-site at Jack's Place shall then be shuttled from that location back to Belden Town. The Jacks Place lot shall be monitored 24 hours/day by parking staff. We are applying for the Highway Easement permits through Caltrans which shall allow us to post signage along the Highway, directing attendees to this off-site lot dedicated to attendee parking. We shall also have a trash dumpster and 2 porta-potties at the off-site parking area to ensure proper sanitation. There are a total of 30 RV spaces in Belden Town in addition to the traditional parking spaces that are distributed amongst, staff, vendors, artists, and attendees depending on the needs of the festival. Parking is not to be located in the PG&E lot/PCT staging/day parking area. All on-site vehicles in Belden Town shall be guided into parking spaces by our staff and shall be backed in and facing out to the road. On-site parking areas are monitored by event staff and security teams 24hr/day during the event. A 12-foot easement shall be kept open along the Belden Town road providing for proper emergency ingress/egress through the vending area and campsites. The easement along the road is measured, marked, and monitored by our parking staff by natural barriers and/or traffic cones, beginning at the US Forestry Lot at the far end of the site through to the Belden Town Bridge. There are small loading zones along the road next to the camping areas, which can be used for loading and unloading only, but long-term parking is not allowed in these areas. Areas used for parking that are of a combustible surface, such as areas with grass or other vegetation, shall be mowed prior to the event and, if possible, watered down to minimize the possibility of sudden combustion/spark ignition.

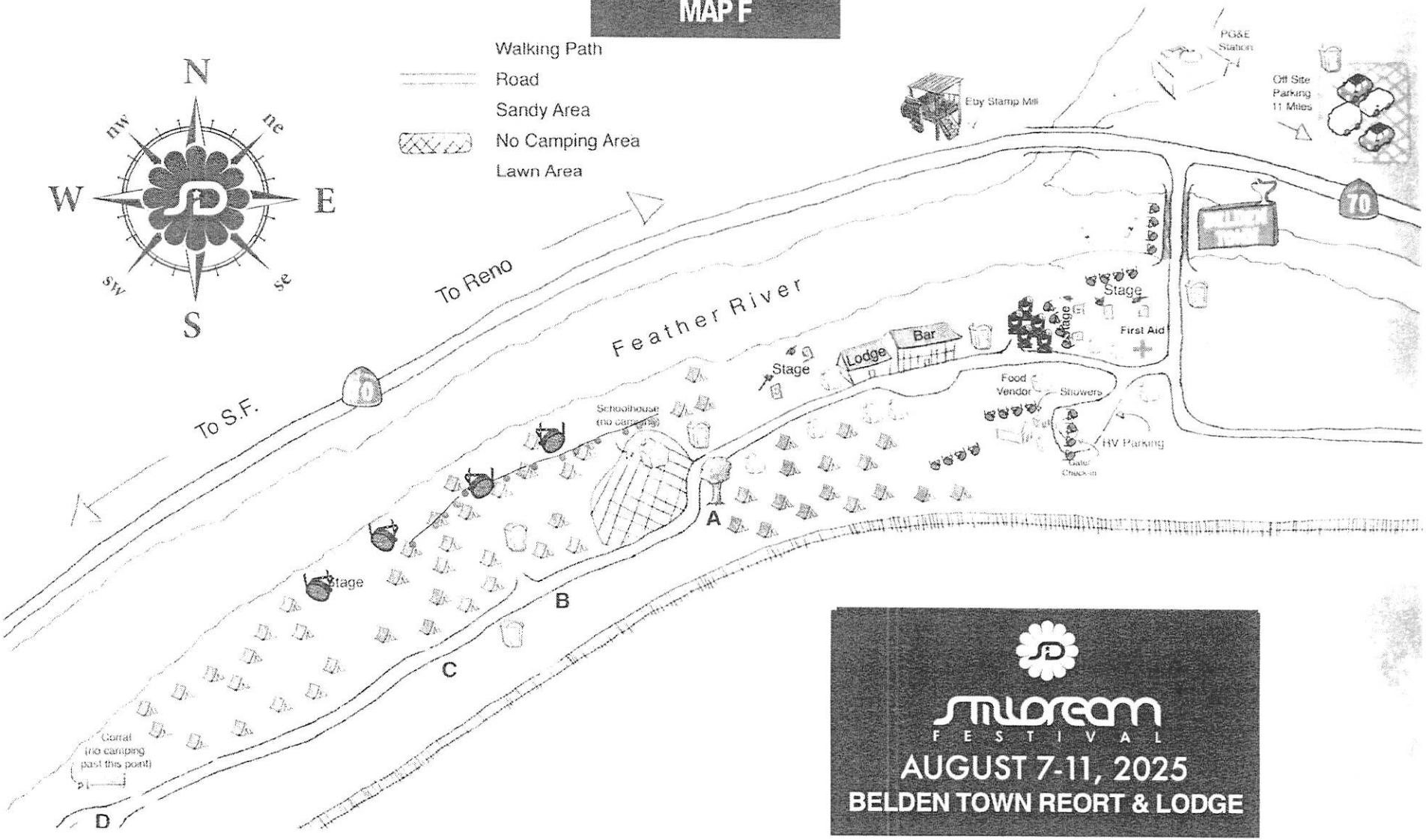
County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Mary Ferguson, Planning Director 6/2/25

Plumas County Planning Department — Signature / Date

MAP F



SMLDream FESTIVAL

AUGUST 7-11, 2025

BELDEN TOWN REORT & LODGE

MAIN STAGE:

- 10 - PAR 56 PAR-STYLE RGB LED (24W @ 120V 60HZ)

- 10 - AMERICAN DJ VIZI BEAMS
LUMENS: 8000 LUX
MULTI-VOLTAGE OPERATION:
115V/60HZ OR 230V/50HZ (SWITCHABLE)

- 20K LUMIN PROJECT FOR MAPPING THE MAIN STAGE
POWER REQUIREMENTS
220-240V / 50-60HZ
MAX. POWER CONSUMPTION: 3700W

BEACH STAGE:

- 6 - PAR 56 PAR-STYLE RGB LED (24W @ 120V 60HZ)

FOREST STAGE:

- 6 - PAR 56 PAR-STYLE RGB LED (24W @ 120V 60HZ)

CONCHA CENTER:

- 4 PAR 56 PAR-STYLE RGB LED (24W @ 120V 60HZ)

FRONT GATE:

- 4 PAR 56 PAR-STYLE RGB LED (24W @ 120V 60HZ)

BRIDGE:

- 6 PAR 56 PAR-STYLE RGB LED (24W @ 120V 60HZ)

CAMPING AREA:

- 200FT - KAWAII SHAPED PARTY STRING LIGHTS - MULTI-COLOR

- 10 - PAR 56 PAR-STYLE RGB LED (24W @ 120V 60HZ)

g) **Traffic Control Plan** Festival Name and Date Stilldream Festival

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Before Event Begins:

- Belden will pick up the "special event" signs so people know to slow down while people are turning onto the bridge from CA HWY 70.
- We use spray chalk to prep the area:
- Draw arrow off the bridge and up to the RV lot to direct traffic flow.
- Post "no parking" and "fire lane" markings on the high road near the main camping area
- Create a border to mark the width of the fire lane we need along the entire road.

Event Starts:

- Thursday Early Entry Event begins. We've found that due to the impacted nature of the Belden Resort Grounds that its best to have an early entry event on Thursday. This allows for a percentage of our participants and attendee's to arrive early the night before the main Festival starts and after last year's overwhelming success in reducing the amount of traffic and intensity packed into one day (previous years estimated arrival was of 90% of our attendee's on Friday). We estimate that we had between 30%-40% of our attendee's arrive on Thursday which almost splits it the rush evenly amongst 2 days insuring a much smoother transition and workflow.

Arrival:

- Stilldream attendee's will be directed to check-in at Jacks Place where our Off site Box Office will be be located. They will arrive, be directed to temporary parking located by Box Office by our parking staff and to proceed to the box office to receive their credentials.
- Once they have received their credentials they are either issued an "on-site parking pass" or an "off-site parking pass". If they are issued an "on-site parking pass" they will proceed to belden to be parked by our On site Parking crew. Vehicles that are issued an "Off-site parking Pass" will stay and park at Jack's Place. Attendee's will gather their belongings and and board one of our many shuttles and transport to the Belden.
- Vehicle Passes are issued with and contain a reference number and their license plate number (so that the pass may not be switched from one vehicle to another). This reference number corresponds to a sheet that contains the owner of the vehicles name, phone number and we keep that information available at HQ in case the need arises to contact the owner of the vehicle we can try to reach them by cell phone and in the case of not being able to reach them we may use a bull horn and find them on the event site much easier by asking for them by name.

County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

Plumas County Department of Public Works

5-19-25
Signature / Date

h) **Transient Occupancy Taxes** Festival Name and Date: Stilldream Festival

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Belden charges us $5400 a day and we upsale those rooms to friends, staff and attendee's grossing $3190. A certain percentage of every ticket fee goes towards camping fees and paying usage fee's to the Department of Forestry for the campground they provide Stilldream LLC understands that it must hold T.O.T. tax on rooms rented and will remit the funds to the county.

Stilldream, LLC Cert# 2216

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Jennifer Tuck
Plumas County Tax Collector

Jennifer Tuck
Signature / Date 5/19/25

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kori Bouma**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Adopt RESOLUTION authorizing the Probation Chief to act as Authorized Agent to enter into an agreement and any subsequent Sub-award Amendments with Cal OES for the receipt of grant funds for funding of the Victim Witness Program for grant period of October 1, 2025, through September 30, 2030; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** authorizing the Probation Chief to act as Authorized Agent to enter into an agreement and any subsequent Sub-award Amendments with Cal OES for the receipt of grant funds for funding of the Victim Witness Program for grant period of October 1, 2025, through September 30, 2030; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The Probation Department oversees the Victim Witness grant program. A Resolution is required to authorize the Probation Chief to apply and be appointed as the Authorized Agent for the Victim Witness grant awards for the grant period of 10/01/2025 to 09/30/2030.

The Victim Witness grants fund a full-time Victim Witness Coordinator and a full-time Victim Witness Advocate position. It also funds the necessary supplies and expenses relating to the program. The Resolution has been reviewed and approved as to form by County Counsel.

Action:

Adopt **RESOLUTION** authorizing the Probation Chief to act as Authorized Agent to enter into an agreement and any subsequent Sub-award Amendments with Cal OES for the receipt of grant funds for funding of the Victim Witness Program for grant period of October 1, 2025, through September 30, 2030; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No impact to General Fund, grant funded 100%.

Attachments:

1. Resolution

RESOLUTION NO. 25-__

AUTHORIZING THE PROBATION CHIEF'S APPLICATION, RECIEPT AND DISBURSEMENT OF GRANT FUNDS FROM THE OFFICE OF EMERGENCY SERVICES FOR FUNDING THE VICTIM WITNESS PROGRAM FOR THE GRANT PERIOD 10/01/2025 TO 09/30/2030

WHEREAS, the California Governor's Office of Emergency Services ("Cal OES") has offered a grant to the Plumas County Probation Department to fund the Cal OES Programs through the grant award agreements; and,

WHEREAS, the terms and conditions of the Cal OES grant award require authority from the Board of Supervisors to enter into the grant agreement; and,

WHEREAS, the Plumas County purchasing policy requires approval from the Board of Supervisors to enter into grant agreements; and,

WHEREAS, the Probation Chief is requesting authority to enter into an agreement with Cal OES to receive grant funds for funding the Victim/Witness Program; and,

WHEREAS, the Probation Chief is requesting authority to act as the Authorized Agent on behalf of Plumas County and requesting, as Authorized Agent, the authority to enter into all Subaward Amendments with Cal OES;

NOW, THERFORE, BE IT RESOLVED that the Probation Chief of the County of Plumas is authorized to act as Authorized Agent, has the authority to enter into an agreement and any subsequent Subaward Amendments with Cal OES for the receipt of grant funds; and

BE IT FURTHER RESOLVED that these grants will be spent on funding for the Victim/Witness Program annually during the period of 10/01/2025 to 09/30/2030.

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

Ayes:
Noes:
Absent:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

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

FROM: **Tracey Ferguson, Director of Planning**

MEETING DATE: **August 5, 2025**

SUBJECT: **TIME CERTAIN 11:00AM: CONTINUED PUBLIC HEARING:**
1. Receive public comment from the continued public hearing from July 15, 2025; and
2. Adopt RESOLUTION 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; and
3. Find the Zone Change (ZC 9-23/24-01) approval by ORDINANCE exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and
4. Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on July 15, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01);
approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:
Receive public comment from the continued public hearing from July 15, 2025; and Adopt **RESOLUTION** 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; and Find the Zone Change (ZC 9-23/24-01) approval by **ORDINANCE** exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on July 25, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01).

Background and Discussion:
At the Board of Supervisors July 15, 2025, meeting, the Staniger Zone Change (ZC 9-23/24-01) application was introduced and discussed to amend the zoning applied to the parcel located at 7398 Highway 147, Lake Almanor (APN 106-010-004-000) 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).

During the July 15, 2025 meeting, the Board received the Planning Commission Resolution Number 2025-01, 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, in addition to the Planning Department staff report on the proposed Zone Change, held a properly noticed public hearing, received supportive public comment, introduced and waived the first reading of the ordinance, and continued the public hearing of the proposed Zone Change for consideration of adoption by resolution and ordinance for the regularly scheduled Board of Supervisors meeting on August 5, 2025.

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

and the most recent public hearing on July 15, 2025.

More information, staff reports, 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.

Action:

Receive public comment from the continued public hearing from July 15, 2025; and Adopt **RESOLUTION** 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; and Find the Zone Change (ZC 9-23/24-01) approval by **ORDINANCE** exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on July 25, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01).

Fiscal Impact:

Planning Department Fee Schedule: $1,325.00 paid by applicant for Zone Change application fees.

Attachments:

1. ZC_STANIGER_BOS 8.5.25_6265 Resolution
2. ZC_STANIGER_BOS 8.5.25_6265 Ordinance

BOARD OF SUPERVISORS
RESOLUTION NO. 2025-_____

2025 SPRING
PLUMAS COUNTY ZONE CHANGE
STANIGER ZC 9-23/24-01

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 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; 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 5.2-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 Planning Commission held the continued public hearing on June 18, 2025, for the Zone Change (ZC 9-23/24-01) and received testimony from all interested parties; and

WHEREAS, 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; AND 0 NO; AND 1 VACANT SEAT; 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; and

WHEREAS, the Board of Supervisors held properly noticed public hearings on July 15, 2025, and August 5, 2025, for the Zone Change (ZC 9-23/24-01) and received testimony from all interested parties; 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, by the Board of Supervisors of the County of Plumas, State of California, that this Board, pursuant to the authority granted by the Government Code of the State of California:

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 Zone Change Zoning Ordinance Staniger Zone Change (ZC 9-23/24-01) Ordinance No. 2025-_____ 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 Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held 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

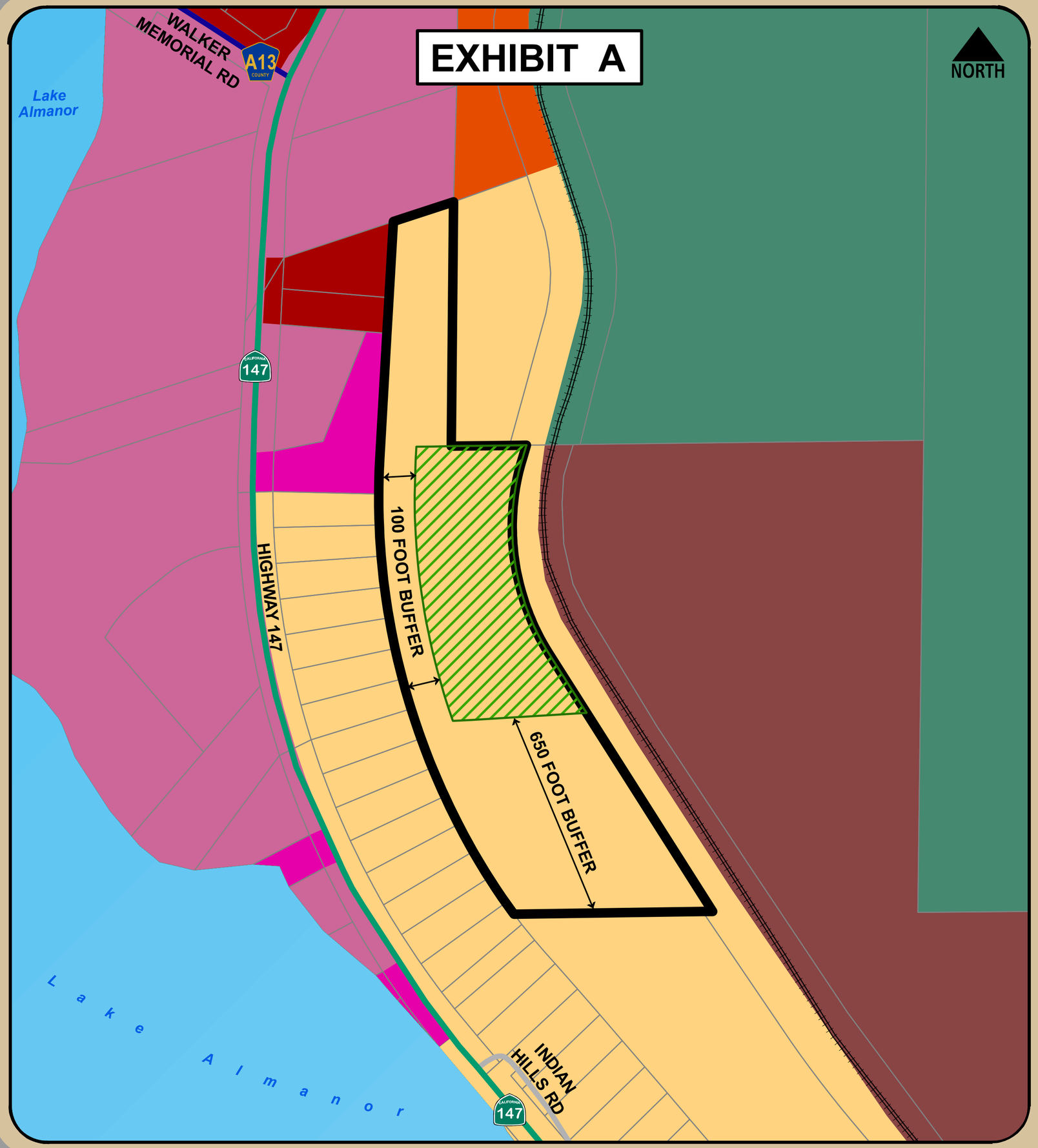
EXHIBIT "A"

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 allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

EXHIBIT A



Staniger Zone Change
ZC 9-23/24-01
7398 Hwy 147, Lake Almanor
APN: 106-010-004-000

Legend

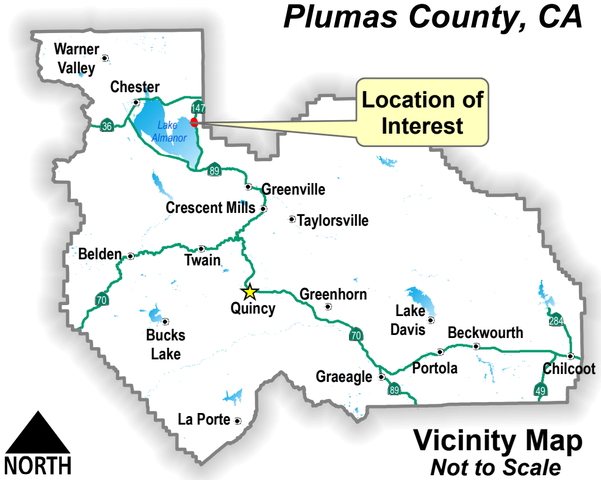
- Farm Animal Combining Zone (F) - Approx. 5.2 acres
- Assessor Parcel
- State Highway
- County Route
- Staniger Parcel Approx. 16.93 acres
- Lake
- Roads
- Railroad

Zoning

- Suburban (S-1)
- Recreation Open-Space (Rec-OS)
- Recreation Commercial (R-C)
- Recreation 1-3 acres (Rec-1)
- Periphery Commercial (C-2)
- Timberland Production (TPZ)
- Rural 20-acre (R-20)

0 215 430 860 Feet

Plumas County, CA



Vicinity Map
Not to Scale

PLUMAS COUNTY GIS
555 Main Street
Quincy, CA 95971
(530) 283-7011
www.plumascounty.us

Plot Date: 6/16/2025

Data Sources: Plumas County Framework Data; Projection: California State Plane, Zone 1, NAD 1983

For reprints, mapping or additional information please contact Plumas County GIS

Disclaimer

Although a great deal of effort was made by Plumas County GIS to gather the mapping elements presented in this document, it does not constitute a complete and accurate representation of actual physical elements on the ground. Reasonable efforts have been made by Plumas County GIS to verify that this map accurately interprets the source data used in its preparation; however, a degree of error is inherent in all maps, and this map may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. As additional data becomes available to Plumas County GIS, and as verification of source data continues, this map may be reinterpreted or updated by Plumas County GIS. This map is date specific and is intended for use only at the published scale. This digitally compiled map does not represent a legal survey of the land nor should it be used for navigational, engineering, or any other site-specific use and has been created for graphical purposes only. This map is distributed "as-is" without warranty of any kind.

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

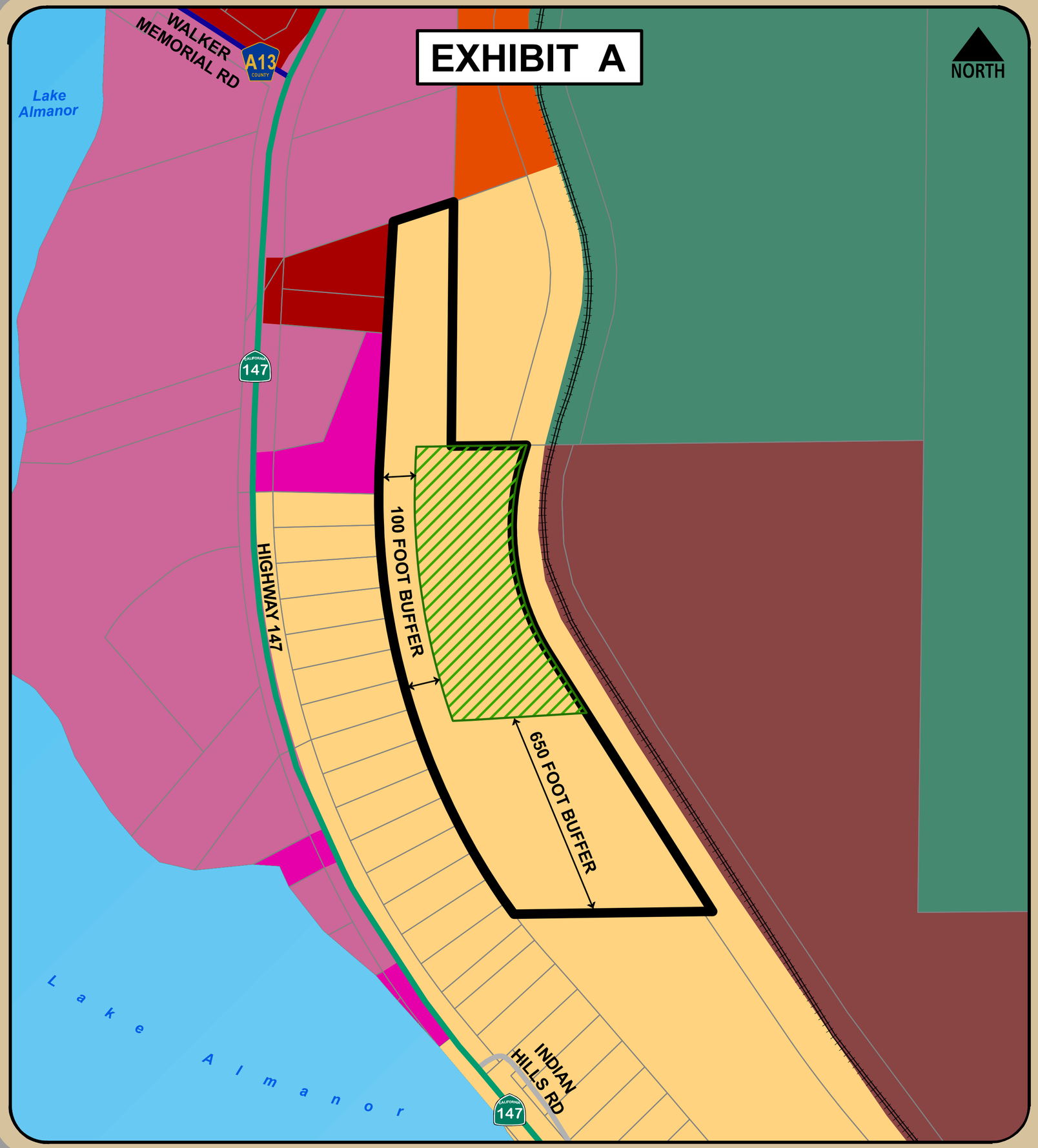
EXHIBIT "A"

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 allowing no more than ten (10) hoofed livestock, including two (2) of those animals being allowed with their young (one year old or less).

EXHIBIT A



Staniger Zone Change
ZC 9-23/24-01
7398 Hwy 147, Lake Almanor
APN: 106-010-004-000

Legend

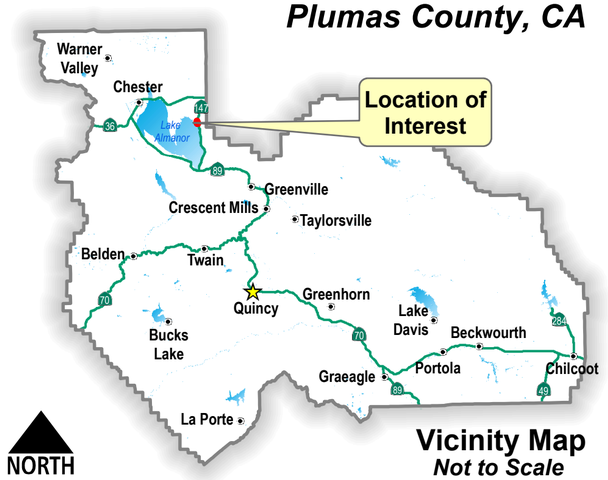
- Farm Animal Combining Zone (F) - Approx. 5.2 acres
- Assessor Parcel
- State Highway
- County Route
- Staniger Parcel Approx. 16.93 acres
- Lake
- Roads
- Railroad

Zoning

- Suburban (S-1)
- Recreation Open-Space (Rec-OS)
- Recreation Commercial (R-C)
- Recreation 1-3 acres (Rec-1)
- Periphery Commercial (C-2)
- Timberland Production (TPZ)
- Rural 20-acre (R-20)

0 215 430 860 Feet

Plumas County, CA



Vicinity Map
Not to Scale

PLUMAS COUNTY GIS
555 Main Street
Quincy, CA 95971
(530) 283-7011
www.plumascounty.us

Plot Date: 6/16/2025

Data Sources: Plumas County Framework Data; Projection: California State Plane, Zone 1, NAD 1983

For reprints, mapping or additional information please contact Plumas County GIS

Disclaimer

Although a great deal of effort was made by Plumas County GIS to gather the mapping elements presented in this document, it does not constitute a complete and accurate representation of actual physical elements on the ground. Reasonable efforts have been made by Plumas County GIS to verify that this map accurately interprets the source data used in its preparation; however, a degree of error is inherent in all maps, and this map may contain omissions and errors in scale, resolution, rectification, positional accuracy, development methodology, interpretation of source data, and other circumstances. As additional data becomes available to Plumas County GIS, and as verification of source data continues, this map may be reinterpreted or updated by Plumas County GIS. This map is date specific and is intended for use only at the published scale. This digitally compiled map does not represent a legal survey of the land nor should it be used for navigational, engineering, or any other site-specific use and has been created for graphical purposes only. This map is distributed "as-is" without warranty of any kind.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2, Chair**
MEETING DATE:	**August 5, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Board of Supervisors and Renne Public Law Group increasing the compensation to $30,000.00 for additional representation; (General Fund Impact) #20020/521900 (General Services/Professional Services; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Board of Supervisors and Renne Public Law Group increasing the compensation to $30,000.00 for additional representation; (General Fund Impact) #20020/521900 (General Services/Professional Services; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
Additional representation is needed for this contract, which will require increasing the compensation amount to $30,000.00

Action:

Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Board of Supervisors and Renne Public Law Group increasing the compensation to $30,000.00 for additional representation; (General Fund Impact) #20020/521900 (General Services/Professional Services; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact, #20020/521900 (General Services/Professional Services)

Attachments:
1. 6288 FINAL
2. Renne Publlic Law Group_Original Contract

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND RENNE PUBLIC LAW GROUP

This First Amendment to Agreement ("Amendment") is made on August 5, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Renne Public Law Group (CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

   a. PLUMAS COUNTY and Renne Public Law Group have entered into a written Agreement dated March 21, 2025, (the "Agreement"), in which Renne Public Law Group agreed to provide legal advice and representation.

   b. Because additional representation is needed, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

   a. Paragraph 3 is amended in part to read as follows:

      The total compensation under this agreement shall not exceed $30,000.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 21, 2025, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

Renne Public Law Group

By:_____
Name: Jonathan V. Holtzman
Title: Managing Partner
Date signed:

By:_____
Name: Rubin E. Cruse, Jr.
Title: Partner
Date signed:

COUNTY:

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

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

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

RPLG Renne Public Law Group®
350 Sansome Street | Suite 300
San Francisco, CA 94104

Rubin E. Cruse, Jr.
Partner
415-848-7200
rcruse@publiclawgroup.com

March 27, 2025

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

Re: County of Plumas
Legal Services Agreement

Dear Chair Goss:

This Legal Services Agreement ("Agreement") sets forth our agreement concerning the legal services we will provide and our fee and expense reimbursement arrangements for those services. This agreement creates an attorney-client relationship between the County of Plumas and Renne Public Law Group ("RPLG"). Please read the entire Agreement before signing and returning it to us.

1. Scope of Engagement. RPLG will provide legal advice and representation regarding a private attorney's claims for payment by the County of the attorney's fees and costs for representing a County elected official. I will be the primary attorney providing legal work in connection with those services. Our work is limited to such services. If we are requested to and agree to provide legal services on other discrete matters, we will confirm the engagement and bill separately for such services.

2. Fees and Personnel. As compensation for our services, our fees will be based on our current standard billing rates for the personnel performing services under this agreement at the time such services are rendered. Our standard billing rates for this matter for attorneys, paralegals, and legal assistants are attached as Attachment A. My rate is $440. Rates will generally be increased annually on January 1 by the greater of 3% or the relevant local CPI increase over the prior 12-month period, rounded to the nearest $5.

I will be the attorney in charge of your matter. However, this agreement retains the legal services of our law firm and not of a particular attorney. If other attorneys and/or paralegals are assigned to work on your matter, then current hourly rates of those individuals will be utilized.

In the unlikely event of a dispute over fees, the parties agree that the dispute will be submitted to arbitration pursuant to the State Bar's Mandatory Fee Arbitration Program.

3. Billing and Payment Responsibilities. We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write me so that we may discuss these matters. Billing is done in 1/10ths of an hour increments. The total compensation under this agreement shall not exceed $20,000.

The firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

Our Statement of Fee and Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment B.

4. Termination of Services. You may terminate RPLG's services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

RPLG may terminate its services for any reason upon reasonable written notice, consistent with the Rules of Professional Responsibility. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

5. No Guarantee of Outcome. Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Entire Agreement; Full Understanding; Modifications in Writing. This letter contains our entire agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

8. Joint Representation. Our firm maintains Of Counsel agreements with certain legal specialists. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

9. Conflicts. As you know, RPLG represents numerous public agencies, nonprofits and private clients throughout California. It is inevitable that certain clients might have certain objectives and policies that are not shared by other clients. For example, a city may support proposed legislation, while another city may be opposed to it.

The County recognizes this reality, acknowledges that this sort of policy disagreement may occur, and agrees that it will not assert a legal conflict of interest based on these types of policy or legislative disagreements. Nothing in this paragraph shall be construed to diminish or override RPLG's duty to adhere to the Rules of Professional Responsibility, including the rules governing legal conflicts of interest.

10. Insurance. RPLG shall maintain Professional Liability Insurance that covers the services to be performed in connection with the Agreement in an amount not less than $2 million.

11. Signature Authority. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Very truly yours,

Rubin E. Cruse, Jr.
Partner

cc: Angie Perez
RPLG Billing Department

Approved:

Jonathan V. Holtzman
Managing Partner

These terms are accepted and agreed to as of March 21, 2025.

THE COUNTY OF PLUMAS

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

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

ATTACHMENT A

PUBLIC SECTOR FEE SCHEDULE EFFECTIVE JANUARY 1, 2025 TO DECEMBER 31, 2025

Partners:	$440 - $550
Of Counsel & Sr. Counsel:	$340 - $450
Associates:	$285 - $385
Law Clerks:	$195 - $295
Paralegals & Sr. Analysts:	$165 - $300
Analysts & Legal Assistants:	$140 - $225
Consultants:	$185 - $315

Our rates adjust by the greater of 5% or the relevant local CPI increase over the prior 6-month period, rounded to the nearest $5.

ATTACHMENT B

RENNE PUBLIC LAW GROUP
STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fec and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Professional Fees. Our fees for professional services are based on the fair value of the services rendered. To help us determine the value of our services, our attorneys and paralegals maintain time records for each client and matter. Our attorneys and paralegals are assigned hourly rates which are based on years of experience, specialization, training and level of professional attainment. We adjust our rates periodically (usually at the beginning of each year) to take into account inflation and the increased experience of our professional personnel.

To keep professional fees at a minimum, legal work that does not require more experienced attorneys will be performed, where feasible, by attorneys with lower billing rates. Of course, the quality of the work is paramount, and we do not sacrifice quality to economy.

Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however, and cannot be relied on in many others because the scope of our work will not be clear at the outset. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding $100 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; if requested, the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. The firm's in-house administrative costs include duplicating, facsimile charges, telephone charges, e-mail, postage, mileage and other administrative expenses.

In addition, the Firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The Firm also bills for time spent traveling on a client's behalf at our normal hourly rates.

If you have any questions regarding an invoice, the Billing Coordinator or Accounting Manager is available to answer your questions. For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

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

FROM: **Mimi Hall, Supervisor - District 4, Vice-Chair**

MEETING DATE: **August 5, 2025**

SUBJECT: **Terra Fuego Fuel Reduction and Fire Protection.**

A) Approve and authorize the Chair to sign a Letter of Support to the Plumas County Fire Chiefs Association regarding the Strategic Standard Wildland Urban Interface (WUI), and the Community Encompassing Fire Lines; discussion and possible action.

B) Approve and authorize Chair to sign a Letter of Support to the Terra Fuego Foundation in support of their application for a grant from the Cal Fire Wildfire Prevention Grant Program; discussion and possible action.

Recommendation:

Terra Fuego Fuel Reduction and Fire Protection.

A) Approve and authorize the Chair to sign a Letter of Support to the Plumas County Fire Chiefs Association regarding the Strategic Standard Wildland Urban Interface (WUI), and the Community Encompassing Fire Lines; discussion and possible action.

B) Approve and authorize Chair to sign a Letter of Support to the Terra Fuego Foundation in support of their application for a grant from the Cal Fire Wildfire Prevention Grant Program; discussion and possible action.

Background and Discussion:

Terra Fuego Foundation has requested two Letters of Support from the Plumas County Board of Supervisors in support of their fuel reduction and wildfire prevention program.

Action:

Terra Fuego Fuel Reduction and Fire Protection.

A) Approve and authorize the Chair to sign a Letter of Support to the Plumas County Fire Chiefs Association regarding the Strategic Standard Wildland Urban Interface (WUI), and the Community Encompassing Fire Lines; discussion and possible action.

B) Approve and authorize Chair to sign a Letter of Support to the Terra Fuego Foundation in support of their application for a grant from the Cal Fire Wildfire Prevention Grant Program; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Jacks, Bill LOS SSW
2. Terra Fuego Foundation LOS 080525
3. TF_EPP_Detail (1) (1)
4. TF_EPP_Vicinity (1) (1)

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

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

ALLEN HISKEY
CLERK OF THE BOARD

August 8, 2025

Bill Jacks
Executive Director
Terra Fuego, Resource Foundation

RE: Standard Strategic Wildland Urban Interface (WUI) and the Community Encompassing Fire Lines

Dear Executive Director Jacks,

On behalf of Plumas County, we are writing to support the efforts of the Standard Strategic Wildland Urban Interface, (WUI) (SSW) and the Plumas County Community Encompassing Fire Lines (CEFL). SSW is a strategic plan because it provides immediate critical fire suppression infrastructure with CEFL, while also supporting both Rx fires around our communities. CEFL provides critical proactive fire suppression infrastructure to define, sequester, and separate our communions from the greater wildland fuel continuum.

Where Rx Fire provides the greatest resiliency for our most vulnerable areas, and throughout the landscape. Where Frequent Rx Fire can replace the likelihood of catastrophic fire.

We recognize under this plan the following areas will be focused on:

- **Identify:** Where is the best place to have CEFL? This will vary from one location to the next (50-2000ft) depending on topography, aspect and fuel type, as well as significant infrastructure already in place (roads, railroads, powerlines, dozer lines, trails, water flumes, etc.)

- **Designate:** Emergency fire suppression and Rx Fire access. Provide GIS documentation of CEFL for all fire suppression resources in Plumas County (fire suppression, and Rx Fire organizations and agencies: private, local, State, and Federal).

- **Create:** Where CEFL does not exist, we will need to construct fire lines, skid lines, and dozer lines.

- **Maintain:** We will need to improve the fire lines and continue to do active fuels reduction around the community on both sides of the CEFL.

- **Baseline Wildfire Consciousness:**

Plumas County is in a fire prone landscape with tree species and vegetation that has evolved, adapted and become dependent upon frequent low intensity fire for survival. Conifer trees drop needles to encourage fire to burn as frequently as possible.

Over the next few decades humans plan to live here, where we know wildfire will happen. In the future, and as summer and fall become increasingly hot dry and windy, fire suppression becomes more challenging. Rather than wait for the inevitable wildfire to happen and then try to stop that fire before it burns our communities, the SSW and CEFL's provide a plan to proactively address and suppress fire before it happens.

We know fires will happen, it is only a matter of time, and the more time that goes by without fire, the greater its potential for destruction. When wildfires approach communities with fire suppression management immediately puts in dozer lines around a community as a last-ditch effort to save the community.

Plumas County supports this innovative approach to community fire protection and endorses grant funding, public or private to move these projects forward.

Sincerely,

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

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

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

ALLEN HISKEY
CLERK OF THE BOARD

August 8, 2025

Bill Jacks
Terra Fuego Resource Foundation (501c3)
Executive Director
3238 #5 Hwy 32
Chico, CA 95979

RE: Terra Fuego Resource Foundation Cal Fire Wildfire Prevention Grant Program

Dear Executive Director Jacks,

This letter serves as an official statement of support and commitment from the County of Plumas to Terra Fuego Resource Foundation and its proposed project, *Quincy WUI Rx Fire (Radio Hill and Galeppi North) – Fuels Reduction and Prescribed Fire Project*.

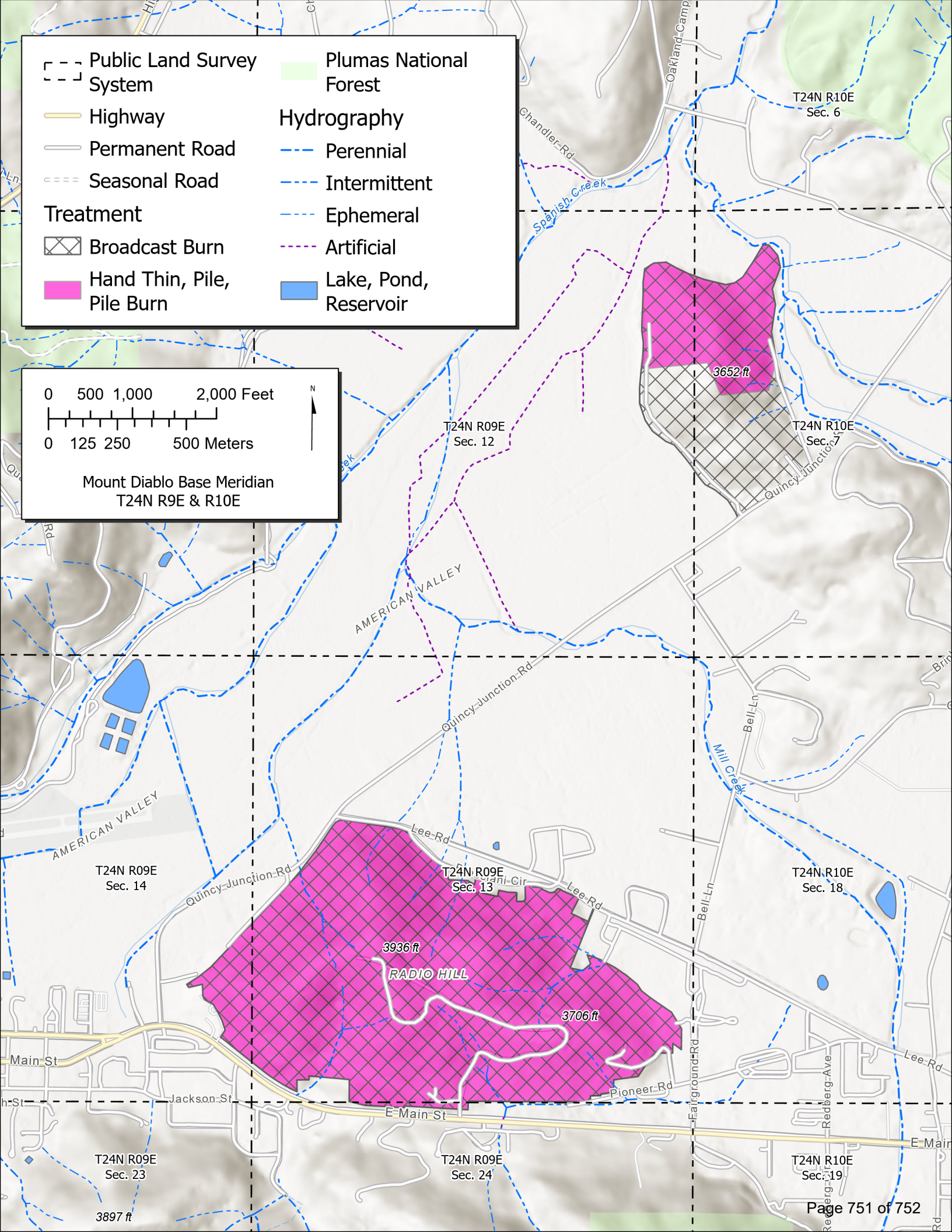
Should Terra Fuego Resource Foundation be awarded funding through the CAL FIRE Wildfire Prevention Grant Program, the County authorizes Terra Fuego and its project partners to access county-owned property within the project area to implement wildfire resilience activities. These activities may include but are not limited to: cutting and removing ladder fuels, constructing burn piles, conducting pile burns, and implementing broadcast prescribed fire.

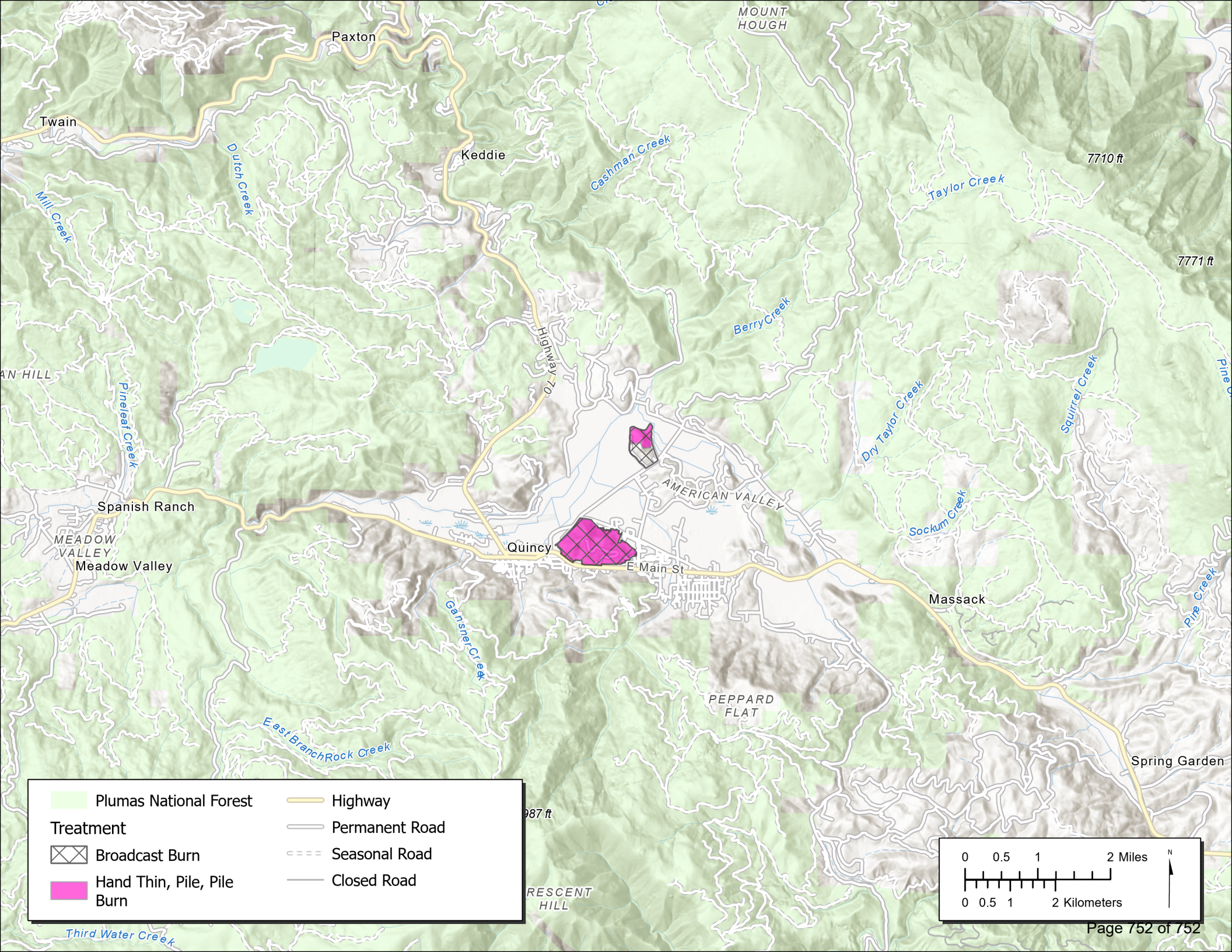
Plumas County recognizes the vital role of fire as a natural and necessary process in forest ecosystems. We strongly support proactive measures such as prescribed fire to reduce the risk of catastrophic wildfire. This project represents an important investment in community protection and forest health and will increase landscape resiliency for some of our most vulnerable communities.

We look forward to continuing our collaboration with Terra Fuego Resource Foundation and partners to improve wildfire preparedness and forest stewardship throughout Plumas County.

Sincerely,

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


Public Land Survey System
Highway
Permanent Road
Seasonal Road
Treatment
Broadcast Burn
Hand Thin, Pile, Pile Burn
Plumas National Forest
Hydrography
Perennial
Intermittent
Ephemeral
Artificial
Lake, Pond, Reservoir
0 500 1,000 2,000 Feet
0 125 250 500 Meters
N
Mount Diablo Base Meridian
T24N R9E & R10E
T24N R10E Sec. 6
T24N R09E Sec. 12
T24N R10E Sec. 7
T24N R09E Sec. 14
T24N R09E Sec. 13
T24N R10E Sec. 18
T24N R09E Sec. 23
T24N R09E Sec. 24
T24N R10E Sec. 19
3652 ft
3936 ft
RADIO HILL
3706 ft
3897 ft
Oakland Camp
Chandler Rd
Spanish Creek
Quincy Junction Rd
AMERICAN VALLEY
Bell Ln
Mill Creek
Lee Rd
Pioneer Rd
Fairground Rd
Redberg Ave
Main St
E Main St
Jackson St


Paxton
Twain
Keddie
MOUNT HOUGH
7710 ft
7771 ft
Dutch Creek
Mill Creek
Cashman Creek
Taylor Creek
Berry Creek
Highway 70
Pineleaf Creek
Dry Taylor Creek
Squirrel Creek
Spanish Ranch
AMERICAN VALLEY
Sockum Creek
MEADOW VALLEY
Meadow Valley
Quincy
E Main St
Massack
Gansner Creek
Pine Creek
PEPPARD FLAT
East Branch Rock Creek
Spring Garden
Third Water Creek
Plumas National Forest
Treatment
Broadcast Burn
Hand Thin, Pile, Pile Burn
Highway
Permanent Road
Seasonal Road
Closed Road
0 0.5 1 2 Miles
0 0.5 1 2 Kilometers
N