



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 12, 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](http://LIVE%20ONLINE)

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes. All members of the public who are in the Board Chambers are kindly asked to step to the podium, so that people using Zoom can hear you.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads (10 minutes)

ACTION AGENDA

- A. Receive a presentation from Craig Ferguson, Senior Vice President of Rural County Representatives of California (RCRC), on their Strategic Plan; (15 minutes)

1. CONSENT AGENDA

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

A. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc. replace 7 door units for key cards; effective work to be completed no later than June 30, 2026; not to exceed \$33,788.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and Granite Data Solutions for the purchase of 15 computers; total not to exceed \$13,951.56; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

- 3) Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and UBEO West LLC for the purchase of 2 Printers; total not to exceed \$2,095.60; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.
- 4) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst I/II; (No General Fund Impact) State and Federal Funds
- 5) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact). Funds to support this position come from state, federal and realignment dollars.

B. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Polaris Pharmacy Services of Warrington, LLC, to provide pharmaceutical services for inmates housed at the Plumas County Correctional Facility; effective July 1, 2025; not to exceed \$100,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets); 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 Genasys Inc., to provide Zonehaven and GEMS software; effective May 9, 2025; not to exceed \$36,018.00; (No General Fund Impact) AB443 / Annual Software Fees (70331 / 520411) ; approved as to form by County Counsel.

C. PUBLIC WORKS/ROAD

- 1) Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Lead Power Equipment Mechanic position. No General Fund impact, paid for by Road Funds.

D. HUMAN RESOURCES

- 1) Authorize the Directors of Human Resources, Risk Management, Information Technology and County Counsel to schedule their employees' workweek into a four-day workweek pursuant to section 3.05 of the Confidential Unit MOU, or other flexible schedule under section 3.07, if the Department Head ensures adequate staffing; effective August 12, 2025; (No General Impact).

E. BEHAVIORAL HEALTH

- 1) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Information Systems Technician; (No General Fund Impact) State and Federal Funds

F. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and True North Psychology Center, Inc. to provide counseling for the Public Health Agency Home Visiting clients; effective July 1, 2025; not to exceed \$25,000.00; (No General Fund Impact) (realignment); 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 Erin Barnes, M.D., to perform the duties of a Deputy County Health Officer; effective July 1, 2025; not to exceed \$11,250.00; (No General Fund Impact) Future of Public Health (FOPH); approved as to form by County Counsel.

G. BOARD OF SUPERVISORS

- 1) Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on October 7, 2025

2. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification (ESAC) report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize the preparer to submit the report electronically; discussion and possible action.

B. INFORMATION TECHNOLOGY - Gregory Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and FourJ's Development Tools, Inc. for Genero software development platform and maintenance required for in-house software HAL; effective August 5, 2025; not to exceed \$8,512; (General Fund Impact) as approved in FY25-26 preliminary recommended budget (2022052 / 520411); approved as to form by County Counsel.

C. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel.; discussion and possible action. **Roll call vote**

D. SOCIAL SERVICES - Christine Renteria

- 1) Approve and authorize Chair to sign an agreement between Plumas County Social Services and Chuck Patterson Toyota for the fixed asset purchase of 2025 Tacoma SR; total not to exceed \$42,376.75; (No General Fund Impact) #7059054/#541501 Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

E. FAIRGROUNDS - John Steffanic

- 1) Approve and authorize Plumas County Fairgrounds to pay Dickens Drilling a non-contract invoice in the amount of \$6687.60 for emergency well repairs; (No General Fund Impact) funds will be taken from the FY 23/24 adopted budget; discussion and possible action.

F. HUMAN RESOURCES - Sara James

- 1) Approve and adopt the Appointed Department Head Annual Performance Evaluation/Review Policy, allowing department heads to submit employment contract amendment requests; approved as to form by County Counsel; discussion and possible action.

3. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Bob Orange to the Taylorsville Cemetery Board for a four-year term ending on August 12, 2029; discussion and possible action.
- 2) Appointment for the alternate position on Trindel and Prism Board; discussion and possible action.

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

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Risk Management/OES Director
- B. Personnel: Public Employee Performance Evaluation - Behavioral Health Director

- C. Personnel: Public Employee Performance Evaluation - Environmental Health Director (Board Only)
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) (d)(4) of Government Code Section 54956.9 (2 cases)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) (e)(1) of Government Code Section 54956.9
- F. Public Employee Appointment Pursuant to Government Code §54957(b) Title: Human Resource Director
- G. Public Employee Appointment Pursuant to Government Code §54957(b) Title: Social Services Director
- H. Conference with Legal Counsel: Existing litigation Purdue Bankruptcy: *In re: Purdue Pharma L.P.*, et al, Case No. 19-23649, pending in the United States Bankruptcy Court, Southern District of New York, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- I. Conference with Legal Counsel: Existing litigation Sackler Settlement: *In Re: National Prescription Opiate Litigation*, Case No. 1:17-md-02804-DAP, pending in the U.S. District Court for the Northern District of Ohio. Includes Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, Zydus as Defendants, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

5. ADJOURNMENT

Adjourned meeting to Tuesday, August 19, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**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 12, 2025

SUBJECT: Receive a presentation from Craig Ferguson, Senior Vice President of Rural County Representatives of California (RCRC), on their Strategic Plan; (15 minutes)

Recommendation:

Receive a presentation from Craig Ferguson, Senior Vice President of Rural County Representatives of California (RCRC), on their Strategic Plan; (15 minutes)

Background and Discussion:

Receive a presentation from Craig Ferguson, Senior Vice President of Rural County Representatives of California (RCRC), on their Strategic Plan; (15 minutes)

Action:

Receive a presentation from Craig Ferguson, Senior Vice President of Rural County Representatives of California (RCRC), on their Strategic Plan; (15 minutes)

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:

1. RCRC Strategic Plan Presentation 2025 Plumas County

Rural County Representatives of California



Craig Ferguson
RCRC Senior Vice
President



RCRC Organization



Divisions

- Government Affairs
- Economic Development
- Business Development
- Administration and Finance

Affiliate Entities



Rural Counties Environmental Services Joint Powers Authority
ESJPA



Rural
Advancement
Institute



RCRC 2025-27 STRATEGIC PLAN



Equitable Access

- Broadband
- Housing
- Health Services
- Insurance

Impactful Policy Advancement

- Rural Education and Research
- Innovative Approaches
- Local Control

Healthy Communities

- Forest Resiliency & Wildfire
- Resource Management
- Infrastructure
- Economic Development
- Tribal Collaboration

Operational Excellence

- Fiscal Health
- Technology
- Human Resources
- Member Engagement
- Communication

Vision

RCRC is the premier advocate and innovative service provider for rural counties in California

State & Federal Advocacy



State Policy Areas

- Forest Health/Wildfire
- Water/drought
- Broadband
- Housing
- Energy
- Health Access
- California Public Utilities Commission (CPUC)
- Agriculture
- Williamson Act
- Wildlife



Impactful Policy Advancement

Federal Policy Areas

- Forest Health/Wildfire
- Water/Drought
- Wildlife

Key Topics

- Recruitment & Retention of Employees Ad Hoc
- Carrier of Last Resort Ad Hoc
- State Mandate Reimbursement
- Jail Medical Services

Golden State Finance Authority (GSFA) & National Homebuyers Fund, Inc (NHF)



Equitable Access

Golden State Finance Authority

- Provide affordable housing solutions
- Offer financing options for energy efficiency
- Secure infrastructure financing
 - Grant Advanced Line of Credit Program
 - Rural Broadband
 - Forest Resiliency



National Homebuyers Fund, Inc

- Expand Homeownership
- Strengthen Communities



**SINCE 1993 IN
PLUMAS COUNTY**



Helped **56** individuals/
families purchase homes



Provided over **\$297 K**
in down payment
assistance

Golden State Finance Authority (GSFA)



Equitable Access

Assist-to-Own Program

- Provides up to **5.5%** assistance for down payment and closing costs on primary residence purchases or refinances for GSFA Member County employees.
 - Enhances employee retention and recruitment
- **Flexible qualifying criteria:**
 - Accepts less-than-perfect credit (FICO's as low as 640)
 - Debt-to-income ratios up to 50%
 - No first-time homebuyer requirement
 - Not limited to low-income borrowers



Golden State Connect Authority (GSCA)



Equitable Access



CPUC Federal Fund Account (FFA) Last Mile

- GSCA Member, FFA Submission by GSCA
- GSCA Member, No FFA Submission by GSCA
- City with FFA Submission by GSCA

GSCA FFA Last Mile Awards

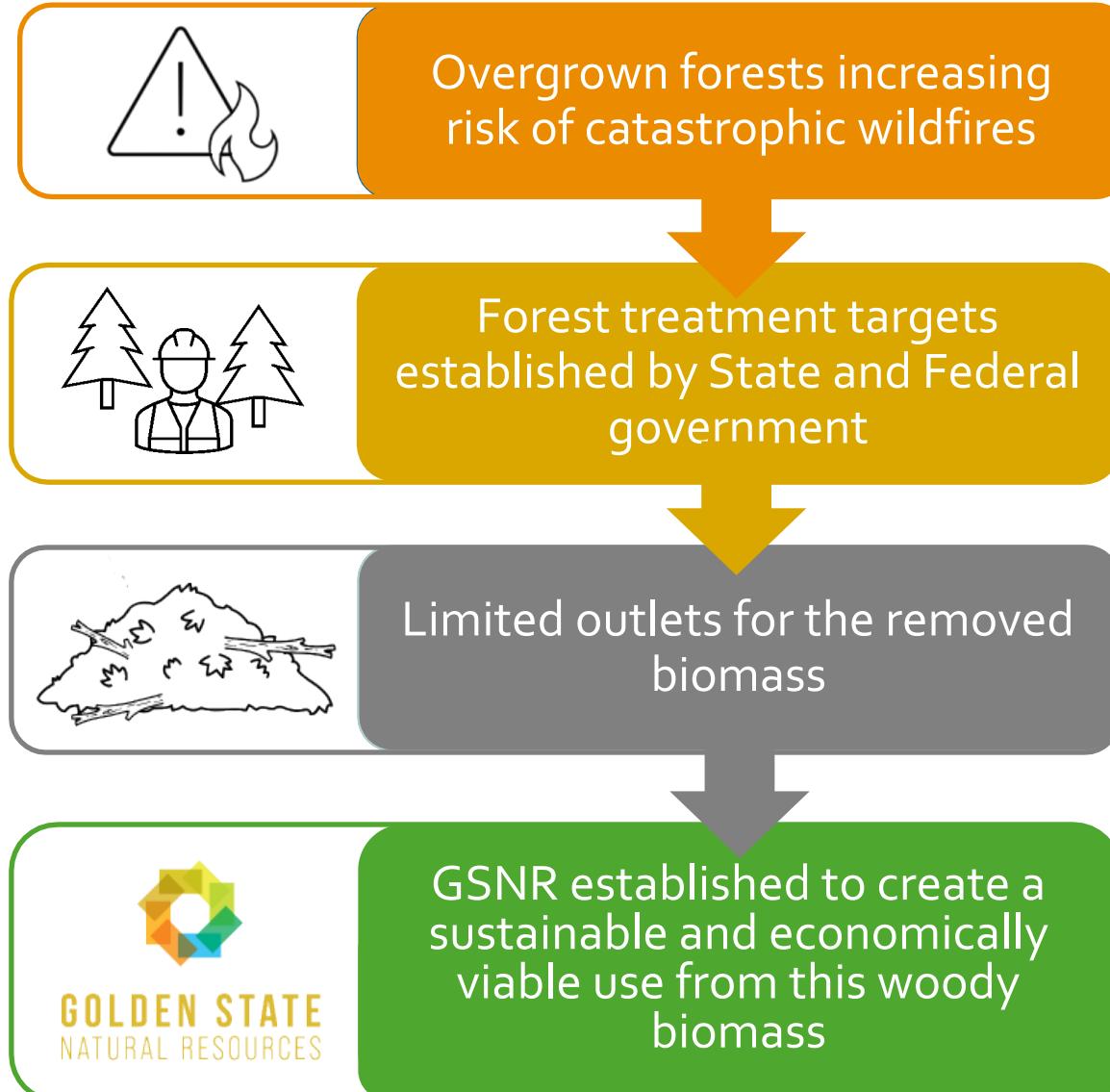
Imperial County	\$13,834,949
Alpine County	\$ 6,985,978
Mammoth Lakes	\$ 4,158,014
Mono County	\$ 6,074,134
Amador County	\$57,180,300
Tehama County	\$74,798,880
Glenn County	<u>\$22,351,876</u>
Total	\$185,384,131

* Funding for Round Two of the FFA Last Mile Program for Calaveras, Inyo, Monterey, and Trinity counties is still pending.

Golden State Natural Resources (GSNR)



Healthy Communities

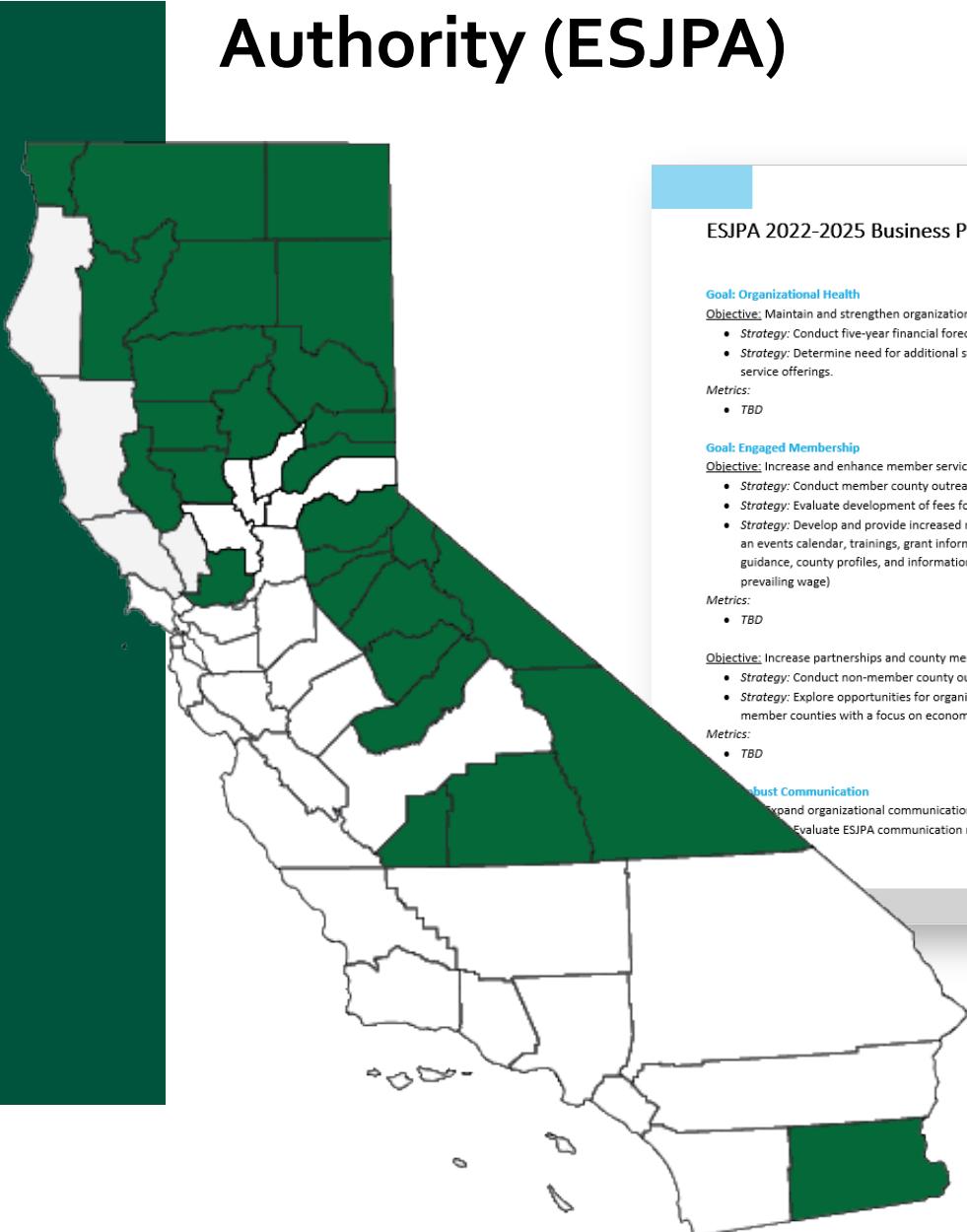


Modoc National Forest - Summer 2024



GOLDEN STATE
NATURAL RESOURCES

Environmental Services Joint Powers Authority (ESJPA)



Operational Excellence

ESJPA Business Plan

- ESJPA represents **26** rural California counties on solid waste regulatory and legislative policies.
- ESJPA advocates on the state and federal level to provide unified political voice for rural solid waste management.
- ESJPA offers policy leadership, technical expertise and direct assistance to member counties for environmental compliance.



Rural Counties Environmental Services Joint Powers Authority
ESJPA

Rural Advancement Institute (RAI)

RAI facilitates academic research and educational opportunities that advance understanding of rural California amongst policymakers and the public.

❖ Educational Tours:

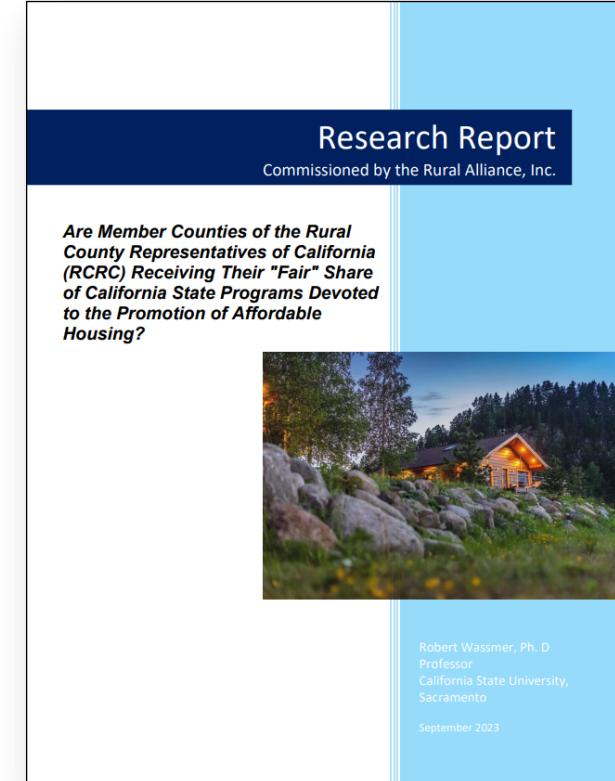
- Behind the Scenes of the Recreation Economy
- Beyond the Lettuce Curtain: Innovations and Challenges

❖ Research and Projects:

- ❖ Fire / EMS Capacity in rural counties – UCSB
- ❖ Housing Study – Sacramento State
- ❖ Healthcare workforce landscape in rural counties – UCSF



Impactful Policy
Advancement





RCRC
1215 K St., Suite 1650
Sacramento, CA 95814
(916) 447-4806

QUESTIONS?

Keep Up with RCRC:

- ❖ Website: www.rcrcnet.org
- ❖ Sign up for the Barbed Wire newsletter
- ❖ Follow us on social media:



@ruralcounties



@ca_ruralcounties



@RuralCounties



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc. replace 7 door units for key cards; effective work to be completed no later than June 30, 2026; not to exceed \$33,788.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc. replace 7 door units for key cards; effective work to be completed no later than June 30, 2026; not to exceed \$33,788.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.

Background and Discussion:

This Contract is for Card Swipe and HVAC control installation for Social Services

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc. replace 7 door units for key cards; effective work to be completed no later than June 30, 2026; not to exceed \$33,788.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) Realignment funds

Attachments:

1. 6049 FINAL ESI

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and Environmental Systems, Inc. a California corporation (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 Thirty-Three Thousand Seven Hundred Eighty Eight Dollars and NO/100 (\$33,788.00) (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 June 30, 2026, 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.

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless 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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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 C20 Warm-Air Heating, Ventilating and Air Conditioning Contractor, issued by the State of California, No. 422478.

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 Social Services
County of Plumas
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Director of Social Services

Contractor:

Environmental Systems INC.
3353 De La Cruz Blvd
Santa Clara, CA 95054
Attention: Vincent Enfantino, CEO

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.

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

CONTRACTOR:

Environmental Systems Inc., a California Corporation

COUNTY:

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

By: _____
Name: Vincent Enfantino
Title: CEO

By: _____
Name: Eugene Enfantino
Title: CFO

By: _____
Name: Kevin Goss
Title: Board Chairman

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT A**Scope of Work Social Services**

1. Contractor shall provide all labor and materials for 7 door control systems and controls for 7 HVAC units as noted on proposal dated April 18, 2025, for Plumas County Social Services at 270 County Hospital Rd. Suite 207, Quincy CA 95971.
2. Provide controls for 7 doors, including 1 card access controller, 7 card door modules, 7 magnetic door strikes, new power supplies and new enclosure for the controller.
3. Includes submittals, programming, coordination, startup, commissioning, interconnections, training, project management and as-built documentation.
4. All work shall be provided to the sole satisfaction of the County and to current industry standards and building codes.

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

EXHIBIT B**Fee Schedule**

The Contract Amount \$33,788.00 is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to contractor for performance of the Work except as expressly stated in this Agreement.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
2. The County shall not have any responsibility to make payments to any subcontractor or supplier.
3. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
4. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Christine Renteria, Office Supervisor
MEETING DATE: August 12, 2025
SUBJECT: Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and Granite Data Solutions for the purchase of 15 computers; total not to exceed \$13,951.56; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and Granite Data Solutions for the purchase of 15 computers; total not to exceed \$13,951.56; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Background and Discussion:

The Department of Social Services needs to purchase new computers and printers for our CWS department. This purchase is necessary to accommodate the new CWS Program, to keep equipment under warranty, and to provide functional equipment to serve clients.

Action:

Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and Granite Data Solutions for the purchase of 15 computers; total not to exceed \$13,951.56; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:

1. 00_Plumas County Approval Letter #32-25-580-00-00
2. Q100894
3. 6198 pc FINAL



CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

July 10, 2025

SENT VIA EMAIL

Christine Renteria
Fiscal Office Supervisor
Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971

SUBJECT: APPROVAL FOR ADVANCE PLANNING DOCUMENT CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM REFRESH; PROJECT NUMBER #32-25-580-00-00.

Dear Christine Renteria:

This letter is in response to Plumas County's Advance Planning Document (APD) #32-25-580-00-00 dated June 27, 2025, which requests approval for desktops and printers with a total APD cost of \$16,047.

The State of California (State) approves the maintenance and operations cost of the Child Welfare Services/Case Management System (CWS/CMS), Comprehensive Child Welfare Information System (CCWIS) amount of \$16,047 in support of Child Welfare services. This approval does not include any CCWIS developmental costs.

The State reminds the county that actual maintenance and operations expenditures must be consistent with the activities and/or acquisitions indicated in the approved APD. The APD project number #32-25-580-00-00 has been assigned for the County Expense Claim. If the actual maintenance and operations expenditures are not consistent with the amount approved by this letter, the cost allocation to benefiting programs must be adjusted accordingly.

As outlined in [All County Letter 23-55](#), APD Process for Electronic Data Processing Equipment and Services Related to Child Welfare Services, dated June 28, 2023, the county must submit a completion report to the Child Welfare System Branch (CWSB) Fiscal Monitoring Unit (FMU) to finalize the APD acquisition and/or activities. The completion report provides asset management (inventory), actual expenditure, and date of acquisition information. The completion report template is available by contacting the CWSB FMU at the email address below. The completion report and backup documentation, such as invoices and purchase orders, is due no later than **June 30, 2027**, and must be emailed to: CWSB-Fiscal@osi.ca.gov.

This APD will remain open until the completion report requirements are met and reconciled by the State. Failure to meet the aforementioned criteria by the due date may result in an adjustment of the claim to 100% County Funds.

Note: Consistent with federal regulations, this approval does not constitute a final commitment of State and/or federal funds until the subsequent State's Annual Advance Planning Document Update and the County Welfare Department Cost Allocation Plan have received federal approval.

The APD is valid for the length of time that is required to claim its costs in accordance with federal and state guidelines. All expenditures associated with this project acquisition should be claimed during the current State fiscal year (FY). Project acquisitions with expenditures across multiple FYs will require coordination with the California Department of Social Services (CDSS), Fiscal Systems Bureau. If you have questions regarding the claiming of costs, please email them to:

Fiscal.Systems@dss.ca.gov.

We remind the county that for this project, all requests for proposals, contracts, contract amendments, change orders, task orders, and other similar procurement and contract documents are covered by federal regulations delineated at 45 Code of Federal Regulations (CFR) §95.611. **Approval from the CDSS must be obtained prior to the execution of contract renewals, amendments, or extensions.**

Failure to adhere to these regulatory requirements will result in disapproval of federal financial participation for any associated costs. Regulations at 45 CFR §95.605 identify when the APD process should be initiated. An As-Needed APD Update must be submitted if there are changes to the project scope, which includes but not limited to project schedule changes, new requirements, or request for additional funds.

If you have questions related to the approval of your APD request, please contact me at: (916) 891-3173.

Sincerely,



Jazmin Vasquez
Program Analyst
Child Welfare System Branch

ebc: CDSS, CWSB-Fiscal@osi.ca.gov
CDSS, CEC@dss.ca.gov

The APD cost summary is based on **estimated** costs reflected below per County Fiscal Letter (CFL) 24/25-83. The cost allocation to benefiting programs must be adjusted to the actual expenditure and appropriate CFL when costs are reported in the County Expense Claim.

Total APD (Child Welfare Portion)	Total CCWIS	PC 536 CWS/CMS M&O
\$16,047	\$16,047	\$9,957



5321 Luce Ave.
McClellan, CA 95652
p. (916) 735-3550
f. (916) 735-3551
<http://www.granitedata.com>

Remit To

Granite Data Solutions
Accounts Receivable
5321 Luce Ave.
McClellan, CA 95652
(916) 735-3550

Quotation

Quote #	100894
Terms	NET 30
Contact	Christine Renteria ChristineRenteria@countyofplumas.com
Quote Date	6/27/2025
Expires	7/27/2025

Sales Rep: Chandra Gonzalez
chandrag@granitedata.com

Bill To

County of Plumas
Accounts Payable
270 County Hospital Rd
Suite 207
Quincy, CA 95971
UNITED STATES

Ship To

County of Plumas
Accounts Payable
270 County Hospital Rd
Suite 207
Quincy, CA 95971
UNITED STATES

Description	Customer PO	Contract	Ship Via
Dell Pro Slim Plus QBS1250		1-22-70-31A, PC Goods - Dell	Other Carrier

Item	CLIN	Part #	Description	Qty	MSRP	Discount	Price	Extended Price	Tax	Core Y/N
1	*DP112A	210-BPPM	Dell Pro Slim Plus QBS1250 i7/16/256 Contract: 1-22-70-31A	15	\$2,064.84	58%	\$867.23	\$13,008.45	Yes	Yes

Sub Total: \$13,008.45

Shipping and Handling: \$0.00

Tax Rate: (0.072500) \$943.11

Total **\$13,951.56**

** Purchase orders must include: Contract Number **

Price Index 06/26/2025: <http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf>

DVBE #26068
CA Sellers Permit # KH-100-299591
Fed ID: 68-0445502

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

Tel:

County: County of Plumas Department of

Tel:

Description: Purchase of as identified in the purchase
agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Dollars (\$)

Term: Agreement shall commence on and shall terminate on unless
the Contract is terminated earlier.

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

VENDOR:

By: _____

Name:

Title:

Date Signed:

COUNTY:

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

By: _____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name: Allen Hiskey

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

1 day of 01 200



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McClellan, CA 95652
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CA Sellers Permit # KH-100-299591
Fed ID: 68-0445502



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and UBEO West LLC for the purchase of 2 Printers; total not to exceed \$2,095.60; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and UBEO West LLC for the purchase of 2 Printers; total not to exceed \$2,095.60; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Background and Discussion:

The Department of Social Services needs to purchase new computers and printers for our CWS department. This purchase is necessary to accommodate the new CWS Program, to keep equipment under warranty, and to provide functional equipment to serve clients.

Action:

Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and UBEO West LLC for the purchase of 2 Printers; total not to exceed \$2,095.60; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:

1. 00_Plumas County Approval Letter #32-25-580-00-00
2. Q100894
3. 6198 printers FINAL



CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

July 10, 2025

SENT VIA EMAIL

Christine Renteria
Fiscal Office Supervisor
Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971

SUBJECT: APPROVAL FOR ADVANCE PLANNING DOCUMENT CHILD WELFARE SERVICES/CASE MANAGEMENT SYSTEM REFRESH; PROJECT NUMBER #32-25-580-00-00.

Dear Christine Renteria:

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If you have questions related to the approval of your APD request, please contact me at: (916) 891-3173.

Sincerely,



Jazmin Vasquez
Program Analyst
Child Welfare System Branch

ebc: CDSS, CWSB-Fiscal@osi.ca.gov
CDSS, CEC@dss.ca.gov

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Total **\$13,951.56**

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DVBE #26068
CA Sellers Permit # KH-100-299591
Fed ID: 68-0445502

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

Tel:

County: County of Plumas Department of

Tel:

Description: Purchase of as identified in the purchase
agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Dollars (\$)

Term: Agreement shall commence on and shall terminate on unless
the Contract is terminated earlier.

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

VENDOR:

By: _____

Name:

Title:

Date Signed:

COUNTY:

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

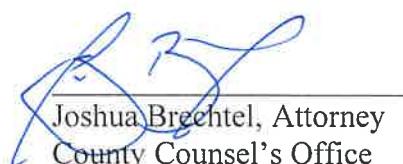
By: _____

Name: Jennifer Bromby

Acting Director of Social Services

Date signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Sales Order Agreement

County of Plumas, CA - Social Services
270 County Hospital Road Suite 207
Quincy, CA 95971

Date	7/17/2025
Main Contact	Christine Renteria
P.O. #	
Sales Rep	Gary Chitwood
Sales Type	

Ship To
County of Plumas, CA - Social Services
270 County Hospital Road
Quincy, CA 95971

Contact:	Christine Renteria
Phone/Fax:	530

Bill To
County of Plumas, CA - Social Services
270 County Hospital Road
Quincy, CA 95971

Comments/Special Instructions					Subtotal	\$1,953.94
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type	Delivery/Installation	
Delivery Instructions					TOTAL AMOUNT	
Please arrange delivery through Christine					Less Payment (Check #:)	\$1,953.94
Special Payment Terms & Due Dates					AMOUNT DUE	\$1,953.94

PLUS APPLICABLE TAXES

Warranty/Maintenance Agreement Yes No ***Please select**

Warranty/Maintenance Agreement Yes No Please select

Warranty/Maintenance Agreement Yes No *Please select

PLUS APPLICABLE TAXES

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by its signature that it has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between customer and Dealer, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. **By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer. Payment terms for this order are NET10.**

Initial here

Customer Acceptance

Dealer Representative

Authorized Signature / Date	Print Name	Title	Signature	Date
X				

UBEO West, LLC Terms and Conditions

UBEO West, LLC EQUIPMENT ORDER - TERMS AND CONDITIONS

1. The terms on this Equipment Order Form constitute the entire agreement between the purchaser and the seller. No other representation, statements, or warranties not contained herein shall be relied upon by the buyer (or seller) unless made by mutually agreed upon written amendment to this agreement. This is a binding order, not subject to cancellation.
2. Payment terms are upon receipt of invoice unless otherwise specified. Late charges of 1.5% per month on the outstanding balance will be added if payments are not received within 15 days of the invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Buyer agrees to pay seller a returned check charge of \$25.00 per occurrence if any of buyer's checks are returned to seller unpaid. Upon default of any payment or any other aspect of this agreement, seller may, at its option, declare the entire outstanding balance immediately due and payable. Buyer agrees to pay all of UBEO West, LLC costs in the collection of any amount due hereunder in the recovery of any property, pursuant hereto or in the enforcement of its right against Buyer, including reasonable attorney's fees, whether or not suit be brought. Customer agrees that in the event of any default of this agreement, UBEO West, LLC may remove products affected by the default from customer's premises with or without process of law.
3. Other than the obligations set forth herein, UBEO West, LLC disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. UBEO West, LLC shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment.
4. UBEO West, LLC shall be temporarily relieved of its obligation in the event that labor disturbance, acts of God, unavailability of product, or other circumstances beyond UBEO West, LLC's control prevent UBEO West, LLC from fulfilling the terms of this agreement.
5. No goods may be returned without UBEO West, LLC's approval or prior written consent. A) Only consumable goods invoiced within 60 days will be considered for return. B) On authorized returns, buyer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Merchandise returned without authorization may not be accepted at the receiving dock, and is the sole responsibility of the buyer. D) all non-saleable merchandise (that has been partially used or opened) will be deducted from any credit amount due the buyer.
6. All claims regarding shipments and receipt of goods must be made within 7 days of delivery.
7. Applicable taxes shall be added to the purchase price unless the customer has supplied a tax exemption or resale certificate (prior to shipment) acceptable to the proper taxing authorities.

INSTALLATION AND ELECTRICAL REQUIREMENTS

Buyer acknowledges that they have been informed of the manufacturers recommended space and electrical requirements for the equipment listed above. Failure to comply with the manufacturer specifications may void any warranties. Customer has been informed that a surge protector is recommended to protect their electronic investment from power disturbances. Said surge protector should have network protection for systems installed in a networked configuration. Customer will be responsible for damage sustained due to inadequate protection from power disturbances.

4/18/2016



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Christine Renteria, Office Supervisor
MEETING DATE: August 12, 2025
SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst I/II; (No General Fund Impact) State and Federal Funds

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst I/II; (No General Fund Impact) State and Federal Funds

Background and Discussion:

The Department of Social Services has experienced a recent vacancy in the class of Staff Services Analyst. This position became vacant on Feb 18 2025, as explained more completely in the accompanying documents. This position is part of our Child Welfare Services system and is therefore critical for assuring the safety of abused or neglected children.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst I/II; (No General Fund Impact) State and Federal Funds

Fiscal Impact:

(No General Fund Impact) Funds to support this position come from state, federal and realignment dollars.

Attachments:

1. Position Classification Staff Services Analyst
2. QUESTIONS FOR REVIEW TO FILL POSITIONS. Staff Services Analyst
3. Staff Services Analyst I NS 2 2017
4. Staff Services Analyst II NS 2 2017
5. PCDSS-PG Organizational Chart 2025

Position Classification: Staff Services Analyst

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

The Staff Services Analyst I/II is responsible for performing professional level analytical duties involving general administrative, staff development fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental official employees, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; and perform other related duties as assigned. Incumbents do not supervise other professional staff but may supervise clerical and/or technical employees as an ancillary duty (not as the preponderant responsibility of the position). oversight and supervision of administrative clerical functions. As explained elsewhere, this includes administrative accounting, Auditor claims, state claims and statistical reporting.

Funding Sources:

This is an administrative support position. Funding sources are federal dollars (50%), state general funds (35%) and county realignment dollars (15%). 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 Analyst – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

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

Answer: We no longer have capacity to perform the duties of this vacant position due to the need in our Child Welfare program to cover all of the required quality assurance reviews and program analyst..

- How long has the position been vacant?

Answer: The position became vacant effective Feb 18, 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 utilize Staff Services Analyst in similar ways to assist with managing the Child Welfare Services programs.

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

Answer: Child Protective Services

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

Answer: The state allocates funds to Counties to fulfill the mandate that requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.

- 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 ANALYST I**DEFINITION**

The Staff Services Analyst I is responsible for performing professional level analytical duties involving general administrative, staff development, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; and perform other related duties as assigned. Incumbents do not supervise other professional staff, but may supervise clerical and/or technical employees as an ancillary duty (not as the preponderant responsibility of the position).

DISTINGUISHING CHARACTERISTICS

The Staff Services Analyst I level is the entry level into the professional Staff Services series. Incumbents work under close supervision. Assignments are generally limited in scope and under the direction of a higher-level employee. As experience is gained, the incumbent is granted more independence from supervision.

Most incumbents are expected to promote to the II level after one year of satisfactory performance; however, positions limited to analytical duties of a more routine, repetitive nature will be permanently allocated to the Staff Services Analyst I level.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

STAFF SERVICES ANALYST I – 2

EXAMPLES OF DUTIES

- Performs, coordinates, monitors, and participates in various administrative analytical functions, typically within a departmental program or administrative section.
- Reviews program updates, letters, and notices for potential impact on various programs and activities; recommends and prepares policy and procedure changes to ensure compliance.
- Compiles, maintains, and analyzes data; identifies trends, and makes recommendations involving the formulation of policy and procedures, as well as staffing and organizational changes.
- Serves as a resource and provides advice and information to supervisors, managers, and other internal staff, the public, and other agencies in area(s) of assignment including the interpretation and explanation of a variety of programs, policies, rules, regulations, labor contracts, and Memorandum of Understanding.
- Conducts surveys and performs research and statistical analyses on administrative, fiscal, personnel, staff development, and/or programmatic problems.
- Makes presentations before committees, boards, commissions, departmental staff, advisory groups, or community groups to provide information and recommendations, advocate a position, encourage participation, and/or respond to questions.
- Analyzes business process requirements and coordinates with information technology staff and/or consultants to develop automated solutions.
- May plan and coordinate the design and implementation of new and revised programs, systems, procedures, methods of operation, and forms.
- Compiles materials; prepares analytical reports, manuals, and publications.
- Prepares public relations materials (e.g. brochures, informational materials, customer satisfaction surveys).
- Provides consultation and recommends solutions regarding research findings, organizational improvement initiatives and related issues concerning departmental effectiveness and goal attainment. Evaluates effectiveness through performance measure development and monitoring activities, and recommends modifications.
- Collaborates with County departments and agencies on cross-functional projects.
- Coordinates assigned activities with other departments, divisions, units, and with outside agencies; represents the division or department in committee meetings; responds to complaints and requests for information.
- Establishes and maintains positive working relationships with co-workers; representatives of community organizations; state/local agencies and associations; internal management and staff; and the public by utilizing principles of effective customer service.
- Reviews, evaluates, and recommends actions on appeals for administrative hearings; makes presentations to the Administrative Law Judge on behalf of the assigned department.
- Investigates client complaints; maintains complaint-related documentation.
- Plans, designs, performs, and documents quality assurance activities pertaining to staff qualifications, case activities, financial, and/or other assigned functions.

STAFF SERVICES ANALYST I – 3

- May supervise clerical and/or technical employees by assigning, monitoring, reviewing, and evaluating their work; may provide training to less experienced staff.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; use of office equipment including computers, telephones, calculators, copiers and FAX; sufficient physical ability and strength to deal with active children; corrected hearing and vision to normal range.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in a field environment; continuous contact with staff, the public as well as adult and child clients.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Public and business administration principles and practices.
- Methods and techniques involved in conducting analytical studies of administrative and management practices, methods and procedures.
- General research practices, techniques, and terminology to conduct research for a department.
- A variety of computer software applications, including database, graphics/presentation, work processing and spreadsheet software.
- Methods and techniques of report preparation.
- English language (i.e. composition, spelling, grammar, and sentence structure).
- Project management principles to ensure projects activities are conducted in a fiscally responsible and timely manner.
- Principles and practices of effective customer service.
- Principles of teamwork and teambuilding in order to work effectively as a member of a team and facilitate effective teamwork.
- Principles and practices of the functional areas applicable to the assigned options.
- Principles and practices of leadership and supervision.
- Community needs and resources.

Ability to:

- Analyze a situation or problem, including stressful situations, accurately and objectively in order to identify alternative solutions and determine an effective course of action.

STAFF SERVICES ANALYST I – 4

Ability to - continued:

- Collect and analyze data and information in order to derive logical conclusions.
- Formulate options and make recommendations based on data and information collected.
- Analyze policies, procedures, and programs and make effective recommendations.
- Make sound decisions and independent judgments within established guidelines.
- Read, interpret, and apply a variety of information (e.g. laws, policies, procedures, court cases, memorandum of understanding, ordinances, contract provisions, legislations, directives) in order to provide information and ensure compliance.
- Analyze and interpret basic statistics.
- Perform arithmetic calculations, including ratios and percentages.
- Operate a computer to prepare results of analyses (i.e. reports, tables, charts, and graphs) and perform operations (i.e. conduct research on the internet, collect, input, and retrieve data and information).
- Express information and ideas orally in a clear, concise, organized manner by using proper diction, grammar and volume so that others will understand.
- Make effective presentations and respond to questions from various groups, including boards, committees, and the public.
- Compose business communications (e.g. letters, memos, notices) and reports, policies, and procedures, in a clear, concise, organized, and accurate manner.
- Identify problems and central issues.
- Reason logically and critically.
- Perform, analyze, and document research.
- Research legislative issues and read and understand legislation.
- Recommend and implement changes/improvements.
- Develop and maintain cooperative, effective working relationships with co-workers, representatives of community organizations, state/local agencies and associations, supervisors, internal management staff, employee representatives and the public.
- Effectively mediate and resolve conflicts between/with individuals.
- Influence and persuade others to accept a particular viewpoint or to follow a particular course of action.
- Work and interact with a variety of individuals from various socioeconomic, ethnic, and cultural groups in person and by telephone, including situations where relations may be strained or confrontational.
- Work independently and accept increasing responsibility.
- Prioritize, plan, coordinate, and organize simultaneous work assignments and projects to meet critical and competing deadlines.
- Manage projects by developing project budgets and timelines to ensure projects meet time and budget guidelines.
- Work as a team member by keeping communication open, offering support, sharing knowledge, and contributing to and/or leading team efforts.
- Supervise clerical and/or technical employees, if required by the position.

• **STAFF SERVICES ANALYST I – 5**

Ability to - continued:

- Monitor, plan, direct, assign and review the work of clerical and/or technical employees, if required by the position.

Training and Experience:

Qualifications needed for this position:

Graduation from an accredited four year college or university with a bachelor's degree;

OR

Two (2) years (60 semester or 90 quarter) of college units; **AND** one (1) year of full time experience as an Eligibility Worker III, Employment and Training Worker III, Social Worker II, Accounting Technician, Child Support Specialist III, or Staff Services Specialist;

OR

Two (2) years of full time experience as an Eligibility Worker II, Employment and Training Worker II, or Child Support Specialist II;

OR

Two (2) years of full time technical level experience involving general administrative, personnel, fiscal, staff development, or program work.

Substitution: Additional progressively responsible para-professional experience performing complex duties of a technical nature in any of the functional areas noted above may be substituted for the required education on a year-for-year basis.

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.

STAFF SERVICES ANALYST II**DEFINITION**

The Staff Services Analyst II is responsible for performing professional level analytical duties involving general administrative, staff development, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; and perform other related duties as assigned. Incumbents do not supervise other professional staff, but may supervise clerical and/or technical employees as an ancillary duty (not as the preponderant responsibility of the position).

DISTINGUISHING CHARACTERISTICS

The Staff Services Analyst II is the journey level in the series. Incumbents work under direction and are responsible for performing the full range of duties at the journey level and working independently.

At the Staff Services Analyst II level, assignment can be in any one of the following options: staff development, fiscal, or program analysis; or, incumbents may be assigned to perform general duties that encompass a broad scope of administrative analytical functions and areas of responsibility. For positions specifically assigned to a specialized option, specific minimum qualifications and recruitments are permitted.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None, or on occasion supervise subordinate clerical staff as needed

STAFF SERVICES ANALYST II – 2

EXAMPLES OF DUTIES

- Performs, coordinates, monitors, and participates in various administrative analytical functions, typically within a departmental program or administrative section.
- Reviews program updates, letters, and notices for potential impact on various programs and activities; recommends and prepares policy and procedure changes to ensure compliance.
- Compiles, maintains, and analyzes data; identifies trends, and makes recommendations involving the formulation of policy and procedures, as well as staffing and organizational changes.
- Serves as a resource and provides advice and information to supervisors, managers, and other internal staff, the public, and other agencies in area(s) of assignment including the interpretation and explanation of a variety of programs, policies, rules, regulations, labor contracts, and Memorandum of Understanding.
- Conducts surveys and performs research and statistical analyses on administrative, fiscal, personnel, staff development, and/or programmatic problems.
- Makes presentations before committees, boards, commissions, departmental staff, advisory groups, or community groups to provide information and recommendations, advocate a position, encourage participation, and/or respond to questions.
- Analyzes business process requirements and coordinates with information technology staff and/or consultants to develop automated solutions.
- May plan and coordinate the design and implementation of new and revised programs, systems, procedures, methods of operation, and forms.
- Compiles materials; prepares analytical reports, manuals, and publications.
- Prepares public relations materials (e.g. brochures, informational materials, customer satisfaction surveys).
- Provides consultation and recommends solutions regarding research findings, organizational improvement initiatives and related issues concerning departmental effectiveness and goal attainment. Evaluates effectiveness through performance measure development and monitoring activities, and recommends modifications.
- Collaborates with County departments and agencies on cross-functional projects.
- Coordinates assigned activities with other departments, divisions, units, and with outside agencies; represents the division or department in committee meetings; responds to complaints and requests for information.
- Establishes and maintains positive working relationships with co-workers; representatives of community organizations; state/local agencies and associations; internal management and staff; and the public by utilizing principles of effective customer service.
- Reviews, evaluates, and recommends actions on appeals for administrative hearings; makes presentations to the Administrative Law Judge on behalf of the assigned department.
- Investigates client complaints; maintains complaint-related documentation.
- Plans, designs, performs, and documents quality assurance activities pertaining to staff qualifications, case activities, financial, and/or other assigned functions.

STAFF SERVICES ANALYST II – 3

Example of Duties – continued:

- May supervise clerical and/or technical employees by assigning, monitoring, reviewing, and evaluating their work; may provide training to less experienced staff.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods, frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; use of office equipment including computers, telephones, calculators, copiers and FAX; sufficient physical ability and strength to deal with active children; corrected hearing and vision to normal range.

TYPICAL WORKING CONDITIONS

Work is performed in an office and in a field environment; continuous contact with staff, the public as well as adult and child clients.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Public and business administration principles and practices.
- Methods and techniques involved in conducting analytical studies of administrative and management practices, methods and procedures.
- General research practices, techniques, and terminology to conduct research for a department.
- A variety of computer software applications, including database, graphics/presentation, work processing and spreadsheet software.
- Methods and techniques of report preparation.
- English language (i.e. composition, spelling, grammar, and sentence structure).
- Project management principles to ensure projects activities are conducted in a fiscally responsible and timely manner.
- Principles and practices of effective customer service.
- Principles of teamwork and teambuilding in order to work effectively as a member of a team and facilitate effective teamwork.
- Principles and practices of the functional areas applicable to the assigned options.
- Principles and practices of leadership and supervision.
- Community needs and resources.

STAFF SERVICES ANALYST II – 4

Ability to:

- Analyze a situation or problem, including stressful situations, accurately and objectively in order to identify alternative solutions and determine an effective course of action.
- Collect and analyze data and information in order to derive logical conclusions.
- Formulate options and make recommendations based on data and information collected.
- Analyze policies, procedures, and programs and make effective recommendations.
- Make sound decisions and independent judgments within established guidelines.
- Read, interpret, and apply a variety of information (e.g. laws, policies, procedures, court cases, memorandum of understanding, ordinances, contract provisions, legislations, directives) in order to provide information and ensure compliance.
- Analyze and interpret basic statistics.
- Perform arithmetic calculations, including ratios and percentages.
- Operate a computer to prepare results of analyses (i.e. reports, tables, charts, and graphs) and perform operations (i.e. conduct research on the internet, collect, input, and retrieve data and information).
- Express information and ideas orally in a clear, concise, organized manner by using proper diction, grammar and volume so that others will understand.
- Make effective presentations and respond to questions from various groups, including boards, committees, and the public.
- Compose business communications (e.g. letters, memos, notices) and reports, policies, and procedures, in a clear, concise, organized, and accurate manner.
- Identify problems and central issues.
- Reason logically and critically.
- Perform, analyze, and document research.
- Research legislative issues and read and understand legislation.
- Recommend and implement changes/improvements.
- Develop and maintain cooperative, effective working relationships with co-workers, representatives of community organizations, state/local agencies and associations, supervisors, internal management staff, employee representatives and the public.
- Effectively mediate and resolve conflicts between/with individuals.
- Influence and persuade others to accept a particular viewpoint or to follow a particular course of action.
- Work and interact with a variety of individuals from various socioeconomic, ethnic, and cultural groups in person and by telephone, including situations where relations may be strained or confrontational.
- Work independently and accept increasing responsibility.
- Prioritize, plan, coordinate, and organize simultaneous work assignments and projects to meet critical and competing deadlines.
- Manage projects by developing project budgets and timelines to ensure projects meet time and budget guidelines.
- Work as a team member by keeping communication open, offering support, sharing knowledge, and contributing to and/or leading team efforts.

STAFF SERVICES ANALYST II – 5

Ability to - continued:

- Supervise clerical and/or technical employees, if required by the position.
- Monitor, plan, direct, assign and review the work of clerical and/or technical employees, if required by the position.

Training and Experience:

Qualifications needed for this position:

One (1) year of full time experience as a Staff Services Analyst I;

OR

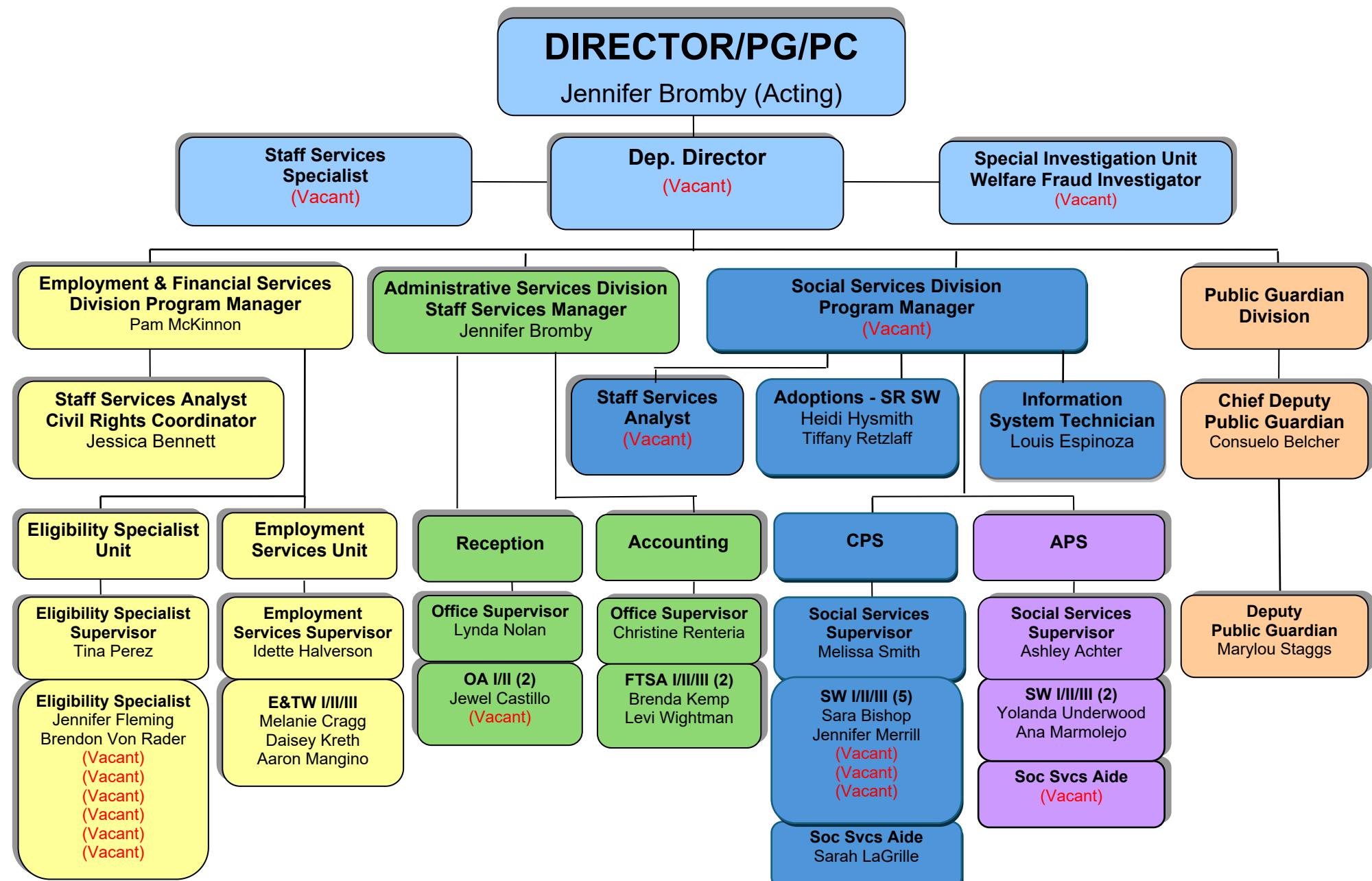
Graduation from an accredited college or university with a bachelor's degree; AND
Depending upon the option recruited for, one (1) year of full-time professional experience
performing analytical work in the following areas: general administrative, personnel, fiscal,
program, or staff development.

Substitution: Additional progressively responsible professional experience performing duties
(which require considerable independence performing, compiling, organization and evaluating
information and prepared reports) in any of the functional areas noted above may be substituted
for the required education on a year-for-year basis.

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

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact). Funds to support this position come from state, federal and realignment dollars.

Recommendation:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact) Funds to support this position come from State, Federal and realignment dollars.

Background and Discussion:

This is a one-of-a-kind position in the Department of Social Services that is wholly dedicated to welfare fraud investigations, client education of reporting responsibilities and ways to prevent fraud, early fraud detection and prevention and In-Home Supportive Services fraud investigations. The incumbent performs both field investigations and office reviews, gathering evidence and interviewing clients and witnesses. Some of the investigations will be referred to the District Attorney for review and determination of whether prosecution for welfare crimes is indicated.

Action:

Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact) Funds to support this position come from State, Federal and realignment dollars.

Fiscal Impact:

(No General Fund Impact). Funds to support this position come from State, Federal and realignment dollars.

Attachments:

1. Position Classification Welfare Fraud Investigator
2. QUESTIONS FOR REVIEW TO FILL POSITIONS. Welfare Fraud Investigator
3. Welfare Fraud Investigator I NS 5 2017
4. Welfare Fraud Investigator II NS 5 2017
5. PCDSS-PG Organizational Chart 2025

Position Classification: Welfare Fraud Investigator I/II

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes.

Position Description:

This is a one-of-a-kind position in the Department of Social Services that is wholly dedicated to welfare fraud investigations, client education of reporting responsibilities and ways to prevent fraud, early fraud detection and prevention and In-Home Supportive Services fraud investigations. The incumbent performs both field investigations and office reviews gathering evidence and interviewing clients and witnesses. Some of the investigations will be referred to the District Attorney for review and determination as to whether prosecution for welfare crimes is indicated.

Funding Sources:

Nearly all of the funding associated with the investigation of welfare fraud comes from State General Fund and Federal Pass-through dollars. There is a very small apportionment of Realignment dollars that is part of the funding mix for this position. As is explained below, there are potential realignment funding implications *when the position is left empty.*

Special Considerations:

Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that if a position is not filled, the fixed overhead costs redistributed themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in the cost structure. It is in the Counties' best interest to avoid such a scenario.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Welfare Fraud Investigator I/II

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

Answer: Yes. Investigation of Welfare Fraud, Early Fraud Detection and Client Education regarding how to avoid fraud are all mandatory programs required by California Department of Social Services Regulations.

- 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. Fraud detection and prevention are critical elements of the overall program delivery system.

- How long has the position been vacant?

Answer: The position became vacant effective September 8, 2021.

- 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 investigate allegations of welfare fraud or IHSS Fraud which are mandated 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 other programs costing the Department money. Specifically, this program absorbs nearly \$100,000 in

overhead annually. If the position is left vacant, those overhead costs get distributed to other programs.

- 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.

WELFARE FRAUD INVESTIGATOR I**DEFINITION**

Under direction, conducts investigations relating to suspected fraudulent receipt of aid; obtains and presents facts and evidence to support administrative action or prosecution; negotiates for and secures repayment of funds fraudulently obtained; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Working under close supervision, Welfare Investigator I is the entry/trainee level in the Welfare Investigator series. Employees receive in-service training, and are given detailed instructions in the performance of routine duties related to welfare fraud investigations. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Unless a position is permanently allocated to level I due to the nature of the work, employees are expected to promote to Welfare Investigator II after one year of satisfactory performance at the trainee level.

REPORTS TO

Social Services Director/Public Guardian/Public Conservator

CLASSIFICATIONS DIRECTLY SUPERVISED

None

WELFARE FRAUD INVESTIGATOR I - 2

Last Revised: 11/1995

EXAMPLES OF DUTIES

Duties are performed at the trainee level.

- Conducts in-house and field investigations of suspected fraudulent receipt of aid.
- Locates and interviews suspected persons, absent parents, and witnesses using a variety of surveillance and tracing methods.
- Analyzes and evaluates witnesses' testimony.
- Enters and retrieves numerical and narrative data from an automated computer system.
- Executes search warrants and make arrests.
- Examines a variety of records to secure information concerning suspected violations.
- Gathers, assembles, preserves, and reports facts, statements, or affidavits and other evidence for use in legal action.
- Assists in fraud prosecutions in accordance with specific instructions and clearly defined guidelines.
- Makes arrangements for the repayment of funds fraudulently obtained and follows-up to enforce actions for collection of such funds.
- Reads and interprets computer printouts and information on computer screens.
- Prepares correspondence and reports.
- Interprets and explains the provisions of laws, rules or regulations related to the purpose of the investigation.
- May act in a liaison capacity between the social services department and the District Attorney's office and County Counsel's office.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

Last Revised: 11/1995

WELFARE FRAUD INVESTIGATOR I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Interviewing techniques.
- Report writing and record keeping.
- Computer terminology and computer keyboard arrangement.
- Criminal investigation techniques and procedures.
- Appropriate methods of surveillance, skip tracing methods, and other sources of information used in locating persons or obtaining facts.
- Principles of identification, arrest procedures, search warrant acquisition and execution, preservation, and presentation of evidence.

Ability to:

- Communicate information, both orally and in writing, in a manner that is understandable to others.
- Interview, analyze, and evaluate the statements of witnesses or suspected violators.
- Learn, interpret, and apply provisions of the welfare laws, search and seizure laws, and the legal rights of citizens.
- Navigate through screens to retrieve information in an automated computer system.
- Write clear and accurate correspondence and reports.
- Perform basic arithmetical calculations.
- Deal effectively with citizens and public officials under conditions requiring tact and good judgment.
- Gather and document information and evidence by observation, record examination, and interview.
- Negotiate for, and secure payment of, funds fraudulently obtained or funds for support of recipients of aid.
- Coordinate and communicate job activities and investigations with staff responsible for other functions within the Department.

WELFARE FRAUD INVESTIGATOR I - 4

Training and Experience:

Last Revised: 11/1995

Qualifications needed for this position:

Two (2) years of full-time experience as an Eligibility Worker II;

OR

Two (2) years of full-time experience interviewing and independently determining eligibility for public or private social services, medical services, or related programs;

OR

One (1) year of full-time experience in investigative work which included locating, observing, and interviewing suspected persons and witnesses, writing detailed reports of case findings, and preparing and presenting evidence; **AND** successful completion of six (6) semester units of college level course work in criminal investigation techniques and legal aspects of evidence.

Note: Applicant who is close to completing this education requirement may be admitted to the exam process, but must meet these requirements at time of appointment.

Substitution: An additional six months of investigative experience beyond the one year required above; which included interviewing people, writing detailed case reports, and preparing or presenting evidence or information in court, may substitute for the required education.

Welfare Investigators have Peace Officer status and must meet the following requirements under Government Code Sections 1029, 1030, 1031: No felony convictions; citizen of the United States; 21 years of age; high school graduate or GED equivalence; be fingerprinted to permit search for criminal records; be of good moral character as determined by a background investigation; be free of any condition which might adversely affect exercise of Peace Officer powers.

Successful completion of a Specialized Investigative Basic Course (SIBC) approved by the California Commission on Peace Officer Standards and Training within twelve months of appointment to the class OR possession of a valid basic peace officer certificate as awarded by the California Commission on Peace Officer Standards and Training OR successful completion of the regular basic peace officer course as awarded by the California Commission on Peace Officer Standards and Training within three years prior to appointment.

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.

WELFARE FRAUD INVESTIGATOR II**DEFINITION**

Under direction, conducts investigations relating to suspected fraudulent receipt of aid; obtains and presents facts and evidence to support administrative action or prosecution; negotiates for and secures repayment of funds fraudulently obtained; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Working under close supervision, Welfare Investigator II is the journey level in the Welfare Investigator series. Employees at this level are expected to be fully qualified and able to independently perform a wide range of fraud.

REPORTS TO

Social Services Director/Public Guardian/Public Conservator

CLASSIFICATIONS DIRECTLY SUPERVISED

None

WELFARE FRAUD INVESTIGATOR II - 2

Last Revised: 11/1995

EXAMPLES OF DUTIES

- Conducts in-house and field investigations of suspected fraudulent receipt of aid.
- Locates and interviews suspected persons, absent parents, and witnesses using a variety of surveillance and tracing methods.
- Analyzes and evaluates witnesses' testimony.
- Enters and retrieves numerical and narrative data from an automated computer system.
- Executes search warrants and make arrests.
- Examines a variety of records to secure information concerning suspected violations.
- Gathers, assembles, preserves, and reports facts, statements, or affidavits and other evidence for use in legal action.
- Assists in fraud prosecutions in accordance with specific instructions and clearly defined guidelines.
- Makes arrangements for the repayment of funds fraudulently obtained and follows-up to enforce actions for collection of such funds.
- Reads and interprets computer printouts and information on computer screens.
- Prepares correspondence and reports.
- Interprets and explains the provisions of laws, rules or regulations related to the purpose of the investigation.
- May act in a liaison capacity between the social services department and the District Attorney's office and County Counsel's office.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

WELFARE FRAUD INVESTIGATOR II - 3

Last Revised: 11/1995

DESIRABLE QUALIFICATIONS

Knowledge of:

- Interviewing techniques.
- Report writing and record keeping.
- Computer terminology and computer keyboard arrangement.
- Criminal investigation techniques and procedures.
- Appropriate methods of surveillance, skip tracing methods, and other sources of information used in locating persons or obtaining facts.
- Principles of identification, arrest procedures, search warrant acquisition and execution, preservation, and presentation of evidence.

Ability to:

- Communicate information, both orally and in writing, in a manner that is understandable to others.
- Interview, analyze, and evaluate the statements of witnesses or suspected violators.
- Learn, interpret, and apply provisions of the welfare laws, search and seizure laws, and the legal rights of citizens.
- Navigate through screens to retrieve information in an automated computer system.
- Write clear and accurate correspondence and reports.
- Perform basic arithmetical calculations.
- Deal effectively with citizens and public officials under conditions requiring tact and good judgment.
- Gather and document information and evidence by observation, record examination, and interview.
- Negotiate for, and secure payment of, funds fraudulently obtained or funds for support of recipients of aid.
- Coordinate and communicate job activities and investigations with staff responsible for other functions within the Department.

WELFARE FRAUD INVESTIGATOR II - 4

Training and Experience:

Last Revised: 11/1995

Qualifications needed for this position:

Two (2) years of full-time experience as an Eligibility Worker II;

OR

Two (2) years of full-time experience interviewing and independently determining eligibility for public or private social services, medical services, or related programs;

OR

One (1) year of full-time experience in investigative work which included locating, observing, and interviewing suspected persons and witnesses, writing detailed reports of case findings, and preparing and presenting evidence; **AND** successful completion of six (6) semester units of college level course work in criminal investigation techniques and legal aspects of evidence.

Note: Applicant who is close to completing this education requirement may be admitted to the exam process, but must meet these requirements at time of appointment.

Substitution: An additional six months of investigative experience beyond the one year required above; which included interviewing people, writing detailed case reports, and preparing or presenting evidence or information in court, may substitute for the required education.

Welfare Investigators have Peace Officer status and must meet the following requirements under Government Code Sections 1029, 1030, 1031: No felony convictions; citizen of the United States; 21 years of age; high school graduate or GED equivalence; be fingerprinted to permit search for criminal records; be of good moral character as determined by a background investigation; be free of any condition which might adversely affect exercise of Peace Officer powers.

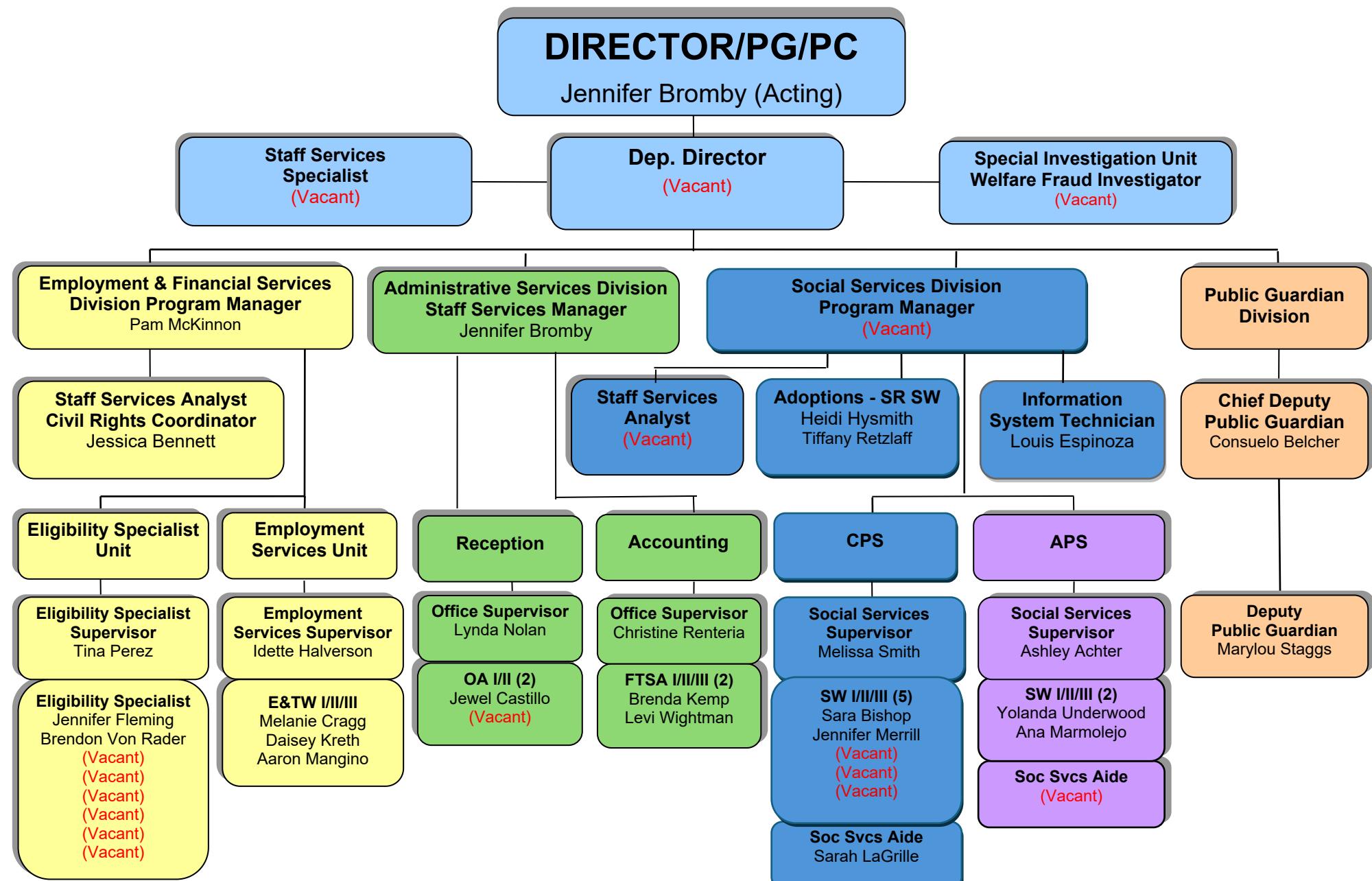
Successful completion of a Specialized Investigative Basic Course (SIBC) approved by the California Commission on Peace Officer Standards and Training within twelve months of appointment to the class OR possession of a valid basic peace officer certificate as awarded by the California Commission on Peace Officer Standards and Training OR successful completion of the regular basic peace officer course as awarded by the California Commission on Peace Officer Standards and Training within three years prior to appointment.

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.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Polaris Pharmacy Services of Warrington, LLC, to provide pharmaceutical services for inmates housed at the Plumas County Correctional Facility; effective July 1, 2025; not to exceed \$100,000.00; (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 Polaris Pharmacy Services of Warrington, LLC, to provide pharmaceutical services for inmates housed at the Plumas County Correctional Facility; effective July 1, 2025; not to exceed \$100,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets); approved as to form by County Counsel.

Background and Discussion:

Contract to provide pharmaceutical services for inmates housed at the Plumas County Correctional Facility.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Polaris Pharmacy Services of Warrington, LLC, to provide pharmaceutical services for inmates housed at the Plumas County Correctional Facility; effective July 1, 2025; not to exceed \$100,000.00; (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. Polaris Pharmacy 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 Polaris Pharmacy Services of Warrington, LLC (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 Thousand Dollars (\$100,000.00).
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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. 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

____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

Polaris Pharmacy Services
 125 Titus Avenue
 Warrington, PA 18976
 Attention: Christopher Bell

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:

Polaris Pharmacy Services, LLC

By: _____

Name: Steve Baker

Title: COO

Date signed:

By: _____

Name: David Rombro

Title: Manager/Member

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, Board of Supervisors

Date signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

See Attachment.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

See Attachment.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____



Response to

Request for Proposal: Correctional Pharmaceutical Services

Scope of Work

Services to be provided by the contractor to the Plumas County Correctional Facility, and the amount of the services, shall be as follows:

- a. Provide pharmaceutical services for inmates housed at the Plumas County Correctional Facility ranging from weekly to monthly orders.

Polaris agrees to provide orders via overnight delivery to the Plumas County Correctional Facility as well as stock orders on a monthly basis. If the County chooses to schedule orders weekly, there could be a lower charge for services that would save additional budget dollars. This can be discussed.

- b. Deliver pharmaceutical orders to the Plumas County Correctional Facility when required.

Polaris agrees to provide orders via overnight delivery to the Plumas County Correctional Facility as well as stock orders on a monthly basis. If the County chooses to schedule orders weekly, there could be a lower charge for services that would save additional budget dollars. This can be discussed.

If the facility requires orders for inmates being released, the Med Call program will continue to provide identification cards for each individual to utilize to fill a prescription at a nearby pharmacy.

- c. Keep competitive prices and use generic versions of medications when possible and in accordance with physicians' orders.

Polaris works to negotiate competitive prices for our partners and will continue to supply generic medication options for your use. The medication list can be provided upon request. Our team will continue to work closely with your physician's orders as well.

- d. Be able to provide billing for medication purchased on a weekly basis.

Polaris will continue to provide billing as needed for Plumas County for our services.

County Needs

1. Our top three goals included reduced cost, next day medication delivery including weekends and holidays, and a user-friendly medication ordering platform.

As your current partner, we strive to meet these goals with you and will continue to do so.

Polaris provides the most competitive pricing available in the industry, utilizing our purchasing power and nationwide distribution model to negotiate with manufacturers directly.

We handle overnight and weekend (not Sunday) delivery of medication. In the rare situation when meds are needed immediately, we have a back-up pharmacy program that provides that for your facility.

Our eCORR ordering platform is provided to Plumas County at no cost, is user-friendly and allows your staff to enter orders directly into our system for processing, creating more time for patient care. Training and equipment is provided to the jail at no cost as well.

2. Need delivery of medication by next day.

We handle overnight and weekend (not Sunday) delivery of medication. In the rare situation when meds are needed immediately, we have a backup pharmacy program that provides that for your facility.

3. Current vendor is contract pharmacy.

Polaris Pharmacy Services purchased Contract Pharmacy Services in September 2023.

4. Current vendor has fixed formula for cost of meds.

Polaris has a medication list that can be provided and does provide a fixed cost filling fee for Plumas County.

5. Medication from current vendor comes the next day

We handle overnight and weekend (not Sunday) delivery of medication. In the rare situation when meds are needed immediately, we have a backup pharmacy program that provides that for your facility.

6. Current Vendor does quarterly pharmacist visits to Jail which is required by NCCHC

Polaris has professional pharmacists on staff and under contract that

visit and inspect each facility as required by NCCHC certification. This process will continue to be coordinated with Plumas County on-site staff. Mr. Robert Lapp will continue to be the consulting pharmacist.

7. Current Vendor uses blister cards both patient specific and stock meds and this is preferred.
Polaris will continue this dispensing model for Plumas County as this makes cost savings available if returns are necessary. This is a cost efficient model for the county to continue.
8. Current Vendor has an EMR system for ordering medications and provides the ability to print out a MAR specific to each patient every month
Our eCORR ordering platform is provided to Plumas County at no cost and allows your staff to enter orders directly into our system for processing, creating more time for patient care. MAR are available for print out each month for Plumas County and will continue to be offered in this method.
9. Usually blister cards of 30 dispensed
Polaris will continue to service the Plumas County Correctional Facility in this method.
10. 30 days of meds dispensed on routine chronic illness medications
Polaris will continue to service the Plumas County Correctional Facility in this method.
11. Current vendor gives us credit on returned meds
Polaris will continue to service the Plumas County Correctional Facility in this method.
12. Current pharmacy offers electronic eMAR and online reporting which is important to our facility
Polaris will continue to service the Plumas County Correctional Facility in this method.
13. PCCF does not have an EMR, however current vendor uses an eMAR to order medications and print off monthly MAR. PCCF will have an EMR in the coming months.
Polaris will work with Plumas County to properly interface with the new EMR system. Our IT personnel have worked with seven different EMR systems to create ordering interfaces for the proper tracking of medication and staff interaction with patients.

Other Minimum Qualifications

Pharmacists or other medical professionals shall have all necessary licenses from the appropriate licensing agencies, and such licenses shall be current and in good standing. The contractor shall provide copies of those licenses to the Plumas County Sheriff's Office upon request.

Polaris has provided copies of all necessary licenses for the county in this response.

The contractor and all professionals providing services under this contract must be covered by general commercial liability and professional malpractice liability insurance policies with minimum coverage limits of no less than \$1,000,000. Responding parties shall submit Certificates of Insurance evidencing such coverage as part of their proposals. Failure to include these Certificates of Insurance in a proposal may result in the rejection of that proposal.

Polaris has provided copies of all necessary insurance documentation for the county in this response.

Medication List

Proposals shall include list or current costs plus common mark-up on the following medication: Buspar, Abilify, Benzotropine, Trazadone, Lisinopril, HCTZ, Librium, Gabapentin, Seroquel and Provientil MDI. Plumas County Sheriff's Office realizes the cost for medications are subject to change by suppliers.

Polaris acknowledges this list of medications above. These medications are available in the current Polaris 2025 Medication list and are classified as generic. That list has been shared with a copy of this proposal. Polaris provides these medications to Plumas County currently and will continue to make them available. If changes in the medication list or specific meds are requested, there is a process of approval to complete that requires a form and appropriate signatures.

Evaluation and Award

1. Experience consistent with the standard of care, diligence and skill ordinarily exercised by professionals in this field.

SUMMARY

The Polaris team encompasses the strength of a national pharmacy operation and a partner that stands out in the correctional pharmacy market, leveraging the expertise and resources of our broader services, including being the 5th largest long-term care and specialty care pharmacy provider in the U.S. We prioritize personalized service, user-friendly technology and customer satisfaction, ensuring access to key decision-makers for consultation and ongoing support.

Service and Technology are the cornerstones of our service offering to Wexford and to our future. Our proprietary eCorrRx™ system, the only working system of its kind, has been in use for over 20 years. It includes both hardware and software licensing in our contract pricing and interfaces seamlessly with numerous popular correctional EMR systems, enhancing communication between the pharmacy and electronic medical records.

CORPORATE OVERVIEW

Polaris employs over 1,300 people nationwide, including pharmacists, pharmacy technicians, physicians, IT professionals, nurses and service technicians in more than 20 different pharmacy service centers in 25 states. With the resources of a nationwide corporation earning more than \$1.2 billion in revenue (2023), Polaris can greatly assist our partners in securing the best pricing available in the market. Ranked as the 5th largest Long-Term Care Pharmacy and 5th Largest independent specialty pharmacy offers our clients access to the resources of an organization with reach across industries. In 2023, the company provided prescriptions for more than 10 million patients, with over 200 pharmacist staff while servicing more than 700 facilities across the corrections, specialty and long-term care health care industries. In addition, with a newly formed wholesale FDA Repackager (Coupler RX), our ability to effectively serve additional care needs will grow in 2025. As a trusted pharmaceutical provider in the state of California, Polaris recently acquired Owl Pharmacy Services, effectively taking over operations in 8 locations in the state.

In our corrections division, we currently service correctional facilities in 21 different states across the country. Clients include county jails, juvenile detention centers, regional detention facilities and state prisons. As a contractor to your company, Polaris will oversee a pharmaceutical program which provides and distributes all medication (prescription and non-

prescription), while maintaining security, quality and quality control, storage, and destruction of medication.

Polaris continues to expand across the United States, establishing local brick-and-mortar operations that meet the unique needs of each market and local community.

Our Corporate Leadership team includes the experience of CEO David Rombro, who has nearly 40 years of correctional, LTC and specialty pharmacy experience. Mr. Rombro founded one of the first pharmacies to directly service correctional facilities in 1983, Rombro Pharmacy.

2. Familiarity with Title 15 of the California Code of Regulations (i.e., correctional health regulations) and all laws that may affect the contractor's performance.

Polaris is familiar with Title 15 and has served agencies in California for more than 10 years. Our team aligns with the standards that are required to be met and our consultant pharmacy team has indepth knowledge of the requirements.

Our commitment is to continue to align with our partners needs to achieve the effective protocols that help them enhance their on-site medical program as well as receive the reimbursement that will be provided in the future.

3. Demonstrated ability to provide services as requested.

In our corrections division, we currently service correctional facilities in 21 different states across the country. Clients include county jails, juvenile detention centers, regional detention facilities and state prisons. As a contractor to your company, Polaris will oversee a pharmaceutical program which provides and distributes all medication (prescription and non-prescription), while maintaining security, quality and quality control, storage, and destruction of medication.

4. Demonstrated ability to work with medical staff.

Our Corrections Services team has more than 55 years of combined experience working with correctional sites and healthcare teams to provide the best patient care possible as well as continuing to lead in pricing and clinical reporting. We'd put this team up against anyone in the industry.

With experience serving correctional facilities nationwide, Polaris and its

subsidiaries are equipped to continue to meet the unique needs of all facility partner locations while adhering to NCCHC and ACA standards.

5. Reputation, financial resources, and past performance history.

Polaris employs over 1,300 people nationwide, including pharmacists, pharmacy technicians, physicians, IT professionals, nurses and service technicians in more than 20 different pharmacy service centers in 25 states. With the resources of a nationwide corporation earning more than \$1.2 billion in revenue (2023), Polaris can greatly assist our partners in securing the best pricing available in the market. Ranked as the 5th largest Long-Term Care Pharmacy and 5th Largest independent specialty pharmacy offers our clients access to the resources of an organization with reach across industries. In 2023, the company provided prescriptions for more than 10 million patients, with over 200 pharmacist staff while servicing more than 700 facilities across the corrections, specialty and long-term care health care industries.

Price Proposal

For Plumas County, Polaris proposes the following price structure for the contract for pharmaceutical services. We offer competitive pricing for your consideration and the potential future of our partnership.

Brand Medications: AAC (Actual Acquisition Cost) plus 5%

Dispense fee: \$2.50

General Medications: AAC (Actual Acquisition Cost) plus 5%

Dispense fee: \$2.50

- These prices are for blister card patient specific and stock medications as requested.
- This includes shipping to the facility overnight, Monday – Saturday. The coordination of a quarterly site visit from a licensed clinical pharmacist is also included in this cost.
- Polaris reserves the right to review pricing on an annual basis to analyze potential changes in market pricing and potential adjustments/negotiation.
- Credits will be received under certain conditions and processed at no charge. There is no processing fee for medications that cost below \$2.00.
- This cost includes the setting up of an interface with our eCORRx system and your new EMR system.

Please note:

Current pricing for Plumas County is listed below:

Brand: AAC plus 10% with a \$2.95 dispensing fee.

Generic: AAC plus 3% with a \$2.95 dispensing fee.



July 2, 2025

**Submitted to: Commander Steve Clark
Plumas County Sheriff's Office
1400 East Main Street
Quincy, CA 95971**

Polaris Pharmacy Services of Warrington LLC, a division of Polaris Pharmacy Services, is pleased to respond to **Request for Proposal RFP for Pharmaceutical Services**. We offer the Plumas County Sheriff's Office, an experienced, proven, effective and cost-efficient partner for the taxpayers of your county. Our hope and interests are to continue to serve alongside your on-site healthcare team to both foster enhanced healthcare solutions and to provide cost efficient options for you and the patients entrusted to your care.

With Polaris, Plumas County will continue to enjoy the strength of a national pharmacy operation and the focus of a smaller nimbler healthcare partner that stands out in the correctional pharmacy market, leveraging the expertise and resources of our broader services. We are known as the 5th largest long-term care and specialty care pharmacy provider in the United States, but we continue to prioritize personalized service and customer satisfaction, ensuring access to key decision-makers for consultation and ongoing support.

Focused Customer Service and **Efficient Technology** are the cornerstones of our service to all our partners and to our continued and future offering to Plumas County. Our leading team of experienced Corrections Service Managers, Ms. Jaime Lockett and Ms. Mary White have more than 50 years of collective experience in corrections and are proud to continue to serve counties in the state of California (since 1995). We take great pride in these partnerships, in our level of responsiveness and will also for the future needs of your county.

Established within our services is the technical interface needed to seamlessly provide medication ordering, in addition to enhancing communication between the pharmacy and electronic medical records. This greatly improves the time medical staff can spend on patient care.

Through 35 years of service, Polaris and its subsidiaries are well equipped to continue to meet your unique needs while adhering to and exceeding NCCHC and ACA standards. I can be reached at (615) 651-3870 or cbell@polarisrx.com if there are any questions. We look forward to the opportunity to serve Plumas County and your patients.

Sincerely,

Christopher W. Bell

Christopher W. Bell, National Director of Business Development



DISASTER PLAN AGREEMENT

Plumas County
And

Polaris Pharmacy Services of Warrington
125 Titus Ave
Warrington, PA 18976

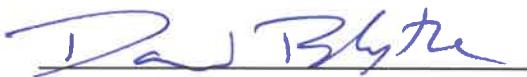
Polaris Pharmacy Services of Warrington, designated as the provider Pharmacy, agrees to provide medication during a disaster that requires evacuation of the residents of Plumas County, designated as the Facility. In the event of evacuation of the Facility, the Director of Nursing, or designee, shall notify the Pharmacy of the new location and telephone number. The Facility shall be responsible for moving the medications out of the Facility, and all necessary records (MAR's, POS's, etc.) required for proper medication administration. The provider Pharmacy will establish routing of medication deliveries to meet the needs of the residents at the new location.

Plumas County agrees to pay Polaris Pharmacy Services of Warrington a normal and reasonable fee for all goods and services rendered.

This agreement shall remain in effect for the duration of the Pharmacy Services Agreement between Polaris Pharmacy Services of Warrington and the Facility and will terminate with the termination of the agreement.

Agreed to upon this date: 6/19/2025.

BY:



Polaris Pharmacy Services of Warrington

Facility Administrator



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Genasys Inc., to provide Zonehaven and GEMS software; effective May 9, 2025; not to exceed \$36,018.00; (No General Fund Impact) AB443 / Annual Software Fees (70331 / 520411) ; 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 Genasys Inc., to provide Zonehaven and GEMS software; effective May 9, 2025; not to exceed \$36,018.00; (No General Fund Impact) AB443 / Annual Software Fees (70331 / 520411) ; approved as to form by County Counsel.

Background and Discussion:

Contract with Genasys Inc., to provide the Plumas County Sheriff's Office with Zonehaven (evacuation alert system) and GEMS (emergency alert system) software.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Genasys Inc., to provide Zonehaven and GEMS software; effective May 9, 2025; not to exceed \$36,018.00; (No General Fund Impact) AB443 / Annual Software Fees (70331 / 520411) ; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) AB443 / Annual Software Fees (70331 / 520411)

Attachments:

1. Genasys 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" or "Customer"), and Genasys Inc, a Delaware corporation (hereinafter referred to as "Contractor" or "Genasys").

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 Six Thousand Eighteen and 00/100 Dollars (\$36,018.00).
3. **Term.** The term of this agreement shall be from May 9, 2025, through June 30, 2028, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 9, 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, provided, however, that Contractor may reject such amendment, in its sole and absolute discretion. 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

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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.** The following supersedes and replaces Sections 11(a) and (b) of Exhibit A:
 - a. **General Indemnity.** To the extent permissible by applicable law, Genasys shall defend, indemnify, and hold harmless or settle at its expense any third party claim or action brought against the County arising out of the gross negligence or willful misconduct of Genasys or its personnel.
 - b. **Genasys Indemnity.** Genasys shall defend, indemnify and hold harmless or settle at its option and expense any third party claim or action brought against Customer alleging that the Software infringes a U.S. registered patent or copyright or misappropriates a trade secret. Genasys shall have no liability for any infringement claim to the extent such claim is based on: (i) modification of the Software other than by Genasys personnel; (ii) any open source or other Third Party Offering; or (iii) the combination, operation or use of the Software with any software, hardware or other materials not furnished by Genasys. In the event of an infringement claim, Genasys may at its option and expense replace or modify the Software with reasonably equivalent non-infringing functionality or procure for Customer the right to continue using the Software. If neither of these alternatives is available on a commercially reasonable basis, Genasys may terminate this Agreement and refund to Customer any prepaid fees for the period after termination. This Section 11(b) states the entire extent of the liability and obligations of Genasys with respect to any alleged infringement or misappropriation of intellectual property rights. Section (c) below is hereby deleted and of no force or effect. All reference to Indemnifying Party in this Section 11 shall mean Genasys and all reference to Indemnified Party shall mean Customer.
9. **Limitation of Liability.** Section 12 of Exhibit A shall be deleted in its entirety and replaced with the following:
12. **Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS.

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AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. EXCEPT FOR GENASYS' OBLIGATIONS ARISING FROM SECTIONS 11(A) AND 11(B), GENASYS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

13. 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 (as additional insureds. The Additional Insured endorsements shall be included by endorsement to the policies. Genasys shall provide copies of the corresponding Additional Insured endorsements with the Certificate of Insurance.; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

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iii. 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. ; and

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

If requested by County in writing, Contractor shall furnish a certificate of insurance to County as evidence that the insurance required above is being maintained. Contractor will endeavor to provide the County with at thirty (30) days' prior written in the event of cancellation of insurance coverage required hereunder. County reserves the right to require copies of all applicable endorsements affecting the coverage required by these specifications at any time.

14. 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.
15. 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.
16. 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

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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.

17. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County which shall not be unreasonably withheld.
18. 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.
19. Choice of Law. The laws of the State of California shall govern this agreement without regards to conflicts of law provisions contained therein.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

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26. 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: Chandler Peay

Contractor:

Genasys Inc.
16262 W. Bernardo Dr.
San Diego, CA 92127
Attention: Jeremy Davidson

27. 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.

28. 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.

29. 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.

30. 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

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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.

31. **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.

32. **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.

[SIGNATURES ON FOLLOWING PAGE]

_____ COUNTY INITIALS

- 7 -

CONTRACTOR INITIALS _____

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

CONTRACTOR:

Genasys Inc.

By: _____
Name: Richard Danforth
Title: Chief Executive Officer
Date signed:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

- 8 -

CONTRACTOR INITIALS

EXHIBIT A

CONTRACTOR'S MASTER SUBSCRIPTION AGREEMENT

_____COUNTY INITIALS

- 9 -

CONTRACTOR INITIALS_____

EXHIBIT B

Fee Schedule

(see Exhibit A)

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

GENASYS PROTECT MASTER SUBSCRIPTION AGREEMENT (MSA)

This Master Subscription Agreement (the “Agreement”), dated effective as of the date signed by both parties below (the “Effective Date”) is between **Genasys Inc.**, with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 (“Genasys”) and **Plumas County Sheriff's Office**, with a principal address at 110 South Court Street, Quincy, CA, 95971, United States (“Customer”).

RECITALS:

- a. Genasys and its affiliates have developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.
- B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

AGREEMENTS:

1. General Definitions.
 - (a) “Confidential Information” means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party’s possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it.
 - (b) “CJIS Policy” means the policy set forth by the United States Federal Bureau of Investigation (FBI) for any and all organizations that access Criminal Justice Information (“CJI”), as is updated from time to time. The CJIS Policy provides controls to protect the full life cycle of CJI and provides guidance on the creation, viewing, modification, transmission, dissemination, storage and destruction of CJI.
 - (c) “CJIS Security Addendum” means that certain uniform addendum to an agreement between a government agency and a private contractor, approved by the Attorney General of the United States, which specifically authorizes access to criminal justice information, limits the use of the information to the purposes for which it is provided, ensures the security and confidentiality of the information is consistent with existing regulations and the CJIS Security Policy, provides for sanctions, and contains such other provisions as the Attorney General may require. The CJIS Security Addendum is hereby expressly incorporated herein by referenced into this Agreement. Additional information, including the CJIS Responsibility Matrix for Genasys, is located here: <https://www.getevertel.com/wp-content/uploads/Evertel-CJIS-Compliance-Matrix-and-Responsibilities.pdf>
 - (d) “Customer Data” means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data, media files uploaded by Customer and Notification contents. Customer Data does not include Feedback or data created by Genasys.
 - (e) “Documentation” means Genasys’ written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.
 - (f) “Feedback” means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys’ Services.

(g) "Malicious Code" means any virus, worm, trap door, back door, snoop-ware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.

(h) "Notifications" means notifications sent through or provided by the Software at Customer's instruction, such as emergency and safety alerts.

(i) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, personal health information, criminal history record information, and CJI. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.

(j) "Privacy Policy" means Genasys' privacy policy located <https://genasys.com/privacy-policy> .

(k) "Quote" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.

(l) "Services" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("SOW") or order form for which Genasys may charge a separate fee.

(m) "Software" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.

(n) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 6(a).

(o) "Third-Party Offerings" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.

(p) "Users" means individuals whose agency or entity is listed on Exhibit A, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.

2. Subscription to Software; Rights and Restrictions. Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Customer's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Customer's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on the servers of a third party that is in the business of hosting web- or cloud- based software applications (currently AWS). The Software is subject to the following terms and limitations:

(a) Usage. Use of the Software is limited to Customer's own internal business purposes only and not for reselling to a third party. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Where applicable, Customer will ensure the number of authorized Users and/or contacts do not exceed those authorized in the applicable Quote. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.

(b) Updates and Modifications. Customer acknowledges and agrees that the Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which



Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.

(c) **Restrictions.** Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software. Customer will not rent, lease, sublicense, resell, or provide access to the Software on a time-share or service bureau basis.

(d) **Acceptable Use Terms.** Customer agrees that it and its Users:

- will not share the Software or its data with any unauthorized third party or user.
- will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
- will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
- will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
- will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
- will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or Documentation other than for their authorized purposes.
- will not delete or alter any proprietary rights or attribution notices in any content or materials, including Documentation obtained through the Software.

(e) **Customer Responsibilities.** Customer agrees to conduct only authorized business on the Software and is responsible for all activity occurring in the Customer's account. Customer shall ensure compliance with Genasys Privacy Policy and all applicable U.S. federal and state laws and regulations regarding consumer, data protection and privacy, including obtaining User's consent where required. Customer is responsible for its Users' compliance with the restrictions and other terms of this Agreement, and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software and for all Notifications transmitted through the Software, including but not limited to ensuring that appropriate data exchange agreements are in place. Customer is responsible for any breach of these terms by its Users. Genasys may monitor the Software to verify compliance with this Agreement.

(f) **Third-Party Offerings.** Some of Software offerings may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

3. **Other Services.**

(a) **Technical Support and Maintenance.** Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys' business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.



(b) **Professional Services.** Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.

4. Ownership.

(a) **Genasys Ownership.** Genasys and its affiliates own and retain all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("Genasys IP"), subject to the rights granted in this Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.

(b) **Data Ownership and License.** As between the parties, Customer owns all Customer Data provided by it and its Users. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Genasys owns all data, metadata and any materials developed or created by it in connection with this Agreement, including any GIS-formatted databases. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit aggregated and anonymized Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Software and services to others. Genasys may use and share Customer Data with third parties as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights. In addition, to the extent permissible by applicable law, Genasys may share aggregated anonymized data generally for the purpose of improving functionality and performance of the Software to trusted service providers that do not have an independent use of the information provided that Genasys discloses such information to them and have agreed to adhere to Genasys privacy rules and only use the information for providing Users the service(s).

(c) **Usage Data.** The Software tracks metadata, other usage data and statistics related to Customer's and Users' use of the Software ("Usage Data") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data or encrypted data, and except as otherwise provided herein, not provide such data to any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any individual or customer.

(d) **Feedback.** Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

5. Fees.

(a) **Fees.** Customer's access to the Software is subject to timely payment of the fees specified in the applicable Quote (the "Fees"). Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage. Payment is due upon receipt of the invoice.

(b) **Taxes.** Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.

(c) **Past Due Amounts.** If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) suspend Customer's access to the Software under Section 6(d); or (iii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.

(d) **Other.** All amounts paid under this Agreement are payable in U.S. dollars. Payment obligations are noncancellable and payments are non-refundable, other than as expressly set forth in this Agreement. All



amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

6. Term and Termination; Suspension.

- (a) Term. This Agreement begins on the Effective Date specified above and will continue for the initial term specified in the applicable Quote (the “Initial Term”). At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month renewal terms (each a “Renewal Term”) at Genasys’ then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.
- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party’s dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) Suspension. Genasys may suspend Customer’s and its Users’ access to the Software (i) upon ten (10) days’ prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.
- (d) Effect of Termination. Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party’s rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity and disclaimers.

7. Confidential Information.

- (a) Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.
- (b) Legally Required Disclosures. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act, open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys’ proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, the Customer must obtain the recipient’s written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be



obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event.

8. Data Security.

- (a) **Reasonable Safeguards.** Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable data privacy and protection laws, statutes, and regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its Users' passwords and account IDs for the Software. Please refer to Genasys' privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.
- (b) **Breach Notifications.** Customer will promptly notify Genasys if any account IDs or passwords are compromised or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

9. Customer's Warranties. Customer represents and warrants to Genasys that:

- (a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.
- (c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer shall not send Notifications to emergency phone numbers and other numbers that may not legally be called by an automated Software. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.
- (d) To the extent applicable to the particular Software offering, The parties acknowledge that a third-party service provider may request that Genasys block Customer's access to certain telephone numbers ("Blocked Numbers") and in such case Genasys may deactivate access to the Blocked Numbers. At Customer's request, Genasys may provide Customer with the ability to unblock the Blocked Numbers so that Customer may send communications to the Blocked Numbers via the Software. In such event, Customer represents and warrants to Genasys that it has all rights, licenses and permits necessary to unblock, access and use the Blocked Numbers for the purposes of this Agreement. At Genasys' request, Customer will cooperate with Genasys and produce evidence of such rights to any third party that challenges the unblocking, access or use of the unblocked Blocked Numbers by Customer. Customer will defend, indemnify and hold harmless Genasys and such service provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or incurred with respect to the unblocking for, access to and/or use of the Blocked Numbers by Customer under this Agreement.

10. Genasys Warranties and Disclaimers.

- (a) **Genasys Warranties.** Genasys warrants to Customer as follows:
 - (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.
 - (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.

- (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.
- (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.

(b) **Exclusions.** Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.

(c) **Remedies.** In the event of a breach of any Genasys warranty, Customer shall contact Genasys within ten (10) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:

- (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.
- (ii) in the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.

(d) **Limitation of Warranties.** Except as expressly set forth herein, **THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE**, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 10.

(e) **Outgoing Software Notifications.** Customer acknowledges and agrees that: (i) Notifications sent via SMS and some other channels may not be delivered to the intended telephone if it is not in range of a transmission site or if sufficient network capacity is not available at a particular time; (ii) even within a coverage area, factors beyond the control of Genasys or the wireless or telecom carrier may interfere with Notification delivery, including without limitation Customer's or the intended recipient's equipment, terrain, proximity to buildings, foliage, weather, device settings, or other conditions; (iii) Notifications to certain numbers may be blocked; and (iv) urgent Notifications may not be timely received. Neither Genasys nor the wireless carrier warrants or guarantees that Notifications will be delivered.

11. Indemnification.

(a) **Mutual Indemnity.** To the extent permissible by applicable law, each party (as the "Indemnifying Party") shall defend or settle at its expense any third party claim or action brought against the other party (the "Indemnified Party") arising out of the Indemnifying Party's breach of this Agreement or any grossly negligent acts or willful misconduct of the Indemnifying Party or its personnel.

(b) **Genasys Indemnity.** Genasys shall defend or settle at its option and expense any third party claim or action brought against Customer alleging that the Software infringes a U.S. registered patent or copyright or misappropriates a trade secret. Genasys shall have no liability for any infringement claim to the extent such claim is based on: (i) modification of the Software other than by Genasys personnel; (ii) any open source or other Third Party Offering; or (iii) the combination, operation or use of the Software with any software, hardware or other materials not furnished by Genasys. In the event of an infringement claim, Genasys may at its option and expense replace or modify the Software with reasonably equivalent non-infringing functionality or procure for Customer the right to continue using the Software. If neither of these alternatives is available on a commercially



reasonable basis, Genasys may terminate this Agreement and refund to Customer any prepaid fees for the period after termination. This Section 11(b) states the entire extent of the liability and obligations of Genasys with respect to any alleged infringement or misappropriation of intellectual property rights.

(c) Customer Indemnity. To the extent permissible by applicable law, Customer shall defend or settle at its option and expense any third party claim or action brought against Genasys arising out or relating to (i) any infringement claims or privacy breaches arising out of the Customer Data, other than a security breach for which Genasys is responsible; (ii) use of the Software in violation of law or the terms of this Agreement; or (iii) bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use of the Software, including the posting, sending or failure of any Notifications or other notices and information through the Software.

(d) Indemnification Procedure. The Indemnified Party shall promptly notify the Indemnifying Party of the claim, grant the Indemnifying Party sole control of the defense of the claim and all related settlement negotiations, and provide the Indemnifying Party with the assistance, information and authority reasonably necessary to defend the claim, at the Indemnifying Party's expense. The Indemnified Party may, at its option and expense, be represented by separate counsel in any such action. The Indemnifying Party shall pay all damages, costs and expenses, including reasonable attorneys' fees and court costs, payable to the third party claimant.

12. Limitations of Liability. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. GENASYS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.** Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

13. Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.

14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

15. General.

(a) Entire Agreement; Amendment; Waiver. This Agreement, including the attached exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Genasys shall not be bound to any additional terms or response related to a request for proposal, request for bid, request for information, questionnaire or any documentation related to any invoicing process that Customer submits or requires Genasys to complete. Unless required by applicable law, any terms appearing on any Customer standard terms and conditions, purchase order, acknowledgment, or confirmation that are different from or in addition to the terms of this Agreement or any applicable Quote, SOW, or order shall not be binding on the parties, even if acknowledged, approved, returned and/or signed by Genasys. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) the applicable Quote, SOW or order, then (ii) this Agreement. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. The waiver by either party of any default or breach of this Agreement, or any obligation hereunder, shall be ineffective unless in writing. No failure to exercise any right



or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right subsequently to exercise such right or power or to insist on strict compliance.

- (b) **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of California, excluding conflicts of laws provisions. However, if Customer is a governmental agency, the laws of the state where Customer is located will govern. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.
- (c) **Severability.** If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (d) **Notices.** All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing). Non-legal written notices in the ordinary course of business may also be sent by email to the other party and in the case of Genasys, with a copy to Legal@Genasys.com.
- (e) **Independent Contractors.** The parties are independent contractors, and neither party shall have any right or authority to make any representations or warranties on the other party's behalf, or to assume or create any obligations or responsibilities, express or implied, on behalf of the other party.
- (f) **Injunctive Relief.** Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (g) **Force Majeure.** A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (h) **U.S. Government Restricted Rights.** Any software provided as part of the Software for or on behalf of the United States of America, its agencies and/or instrumentalities is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any other applicable federal laws or regulations.
- (i) **Electronic Signatures; Signature Authority.** A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The person accepting this Agreement and any related Quote or purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.



EXHIBIT A

AUTHORIZED SYSTEM USERS AND AGENCIES

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.
2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.
3. For the Genasys Product EVAC Service: if Customer is a county governmental agency and wishes to share access to Genasys Product EVAC with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies must first agree to a contract addendum with Genasys making them subject to the terms of the Agreement:

Agency Name:

Plumas County Sheriff's Office

Email Domain:

pcso.net

RENEWAL QUOTE

16262 W. Bernardo Dr.
San Diego, CA 92127

Prepared By: Jeremy Davidson

Quote Number: Q-14795
Date Created: Jul 23, 2025
Valid Through: Aug 9, 2025
Contract Term: 38-Month
Subscription Start Date: May 9, 2025
Subscription End Date: June 30, 2028

Bill To:
Plumas County Sheriff's Office
110 South Court Street, Quincy, CA, 95971, United States

Customer Contact:
Chandler Peay
cpeay@pcso.net
530-283-6300

Order Details

Annual System Licenses

Feature #	Product Description	Qty.	Annual Net Price
GP-SUITE-C	Genasys SUITE (EVAC and ALERT)	19,000	\$11,374.10

Annual Renewal Total	\$11,374.10
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38-Month Term Renewal Total	\$36,018.00
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**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: August 12, 2025
SUBJECT: Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Lead Power Equipment Mechanic position. No General Fund impact, paid for by Road Funds.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Lead Power Equipment Mechanic within the Department.

Background and Discussion:

One (1) FTE Lead Power Equipment Mechanic is retiring from the Department effective August 19, 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.

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

Action:

Authorization for the Public Works/Road Department to recruit and fill, funded and allocated, the vacancy of One (1) FTE Lead Power Equipment Mechanic position. No General Fund impact, paid for by Road Funds.

Fiscal Impact:

No impact to General Fund. Road budget.

Attachments:

1. Lead Power Equipment Mechanic
2. Department Org Chart
3. CRITICAL STAFFING QUEST Lead Power Equip Mech 8_25

LEAD POWER EQUIPMENT MECHANIC

DEFINITION

Under general supervision, to provide lead direction, work coordination, and training for other Power Equipment Mechanics; to assist the Equipment Maintenance Supervisor with the day-to-day supervision of Equipment Maintenance functions; to inspect, diagnose, overhaul and make major and minor mechanical repairs to gasoline and/or diesel-powered automotive and heavy equipment; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the lead supervision class in the Power Equipment Mechanic class series. Positions in this class have responsibility for training subordinates, providing lead direction, and serving as Equipment Maintenance Supervisor in the Supervisor's absence. They also perform the full range of skilled adjustment and repair work on automotive and heavy equipment.

REPORTS TO

Equipment Maintenance Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction for Power Equipment Mechanic I, II and Equipment Service Worker.

LEAD POWER EQUIPMENT MECHANIC - 2

EXAMPLES OF DUTIES

- Assists with the general supervision of the County Equipment Maintenance functions and activities.
- Provides lead direction, work coordination and training for employees engaged in the maintenance and repair of a wide variety of automotive and diesel-powered equipment, including graders, dozers, rollers, trucks, and backhoes.
- Makes decisions as to the extent and type of repairs to be done on individual pieces of equipment.
- Estimates the costs of automotive and equipment repairs.
- Requisitions automotive and diesel-powered equipment parts.
- May assign and train mechanics in inspecting, diagnosing, repairing, replacing, adjusting, and tuning up all types of vehicles and equipment, components, engines, transmissions, brakes, and electrical systems.
- Performs major and minor mechanical repairs including engine tune-ups, brake relining, electrical system repairs, and radio installations.
- Disassembles, repairs, grinds, or replaces worn parts.
- Fits new parts and adjusts engines, water and fuel pumps, carburetors and fuel injectors, governors, starters, clutches, transmissions, differentials, brakes, and steering mechanisms.
- Demonstrates the best methods of doing repair work on heavy automotive equipment.
- Inspects all shop work.
- Keeps records of repairs and maintenance work done.
- Prepares reports.
- Requests supplies and materials needed.
- Implements shop safety practices and procedures.
- Discusses work progress with supervisor.
- Attends and conducts meetings.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment including hand and power tools, electrical testing equipment, telephones.

TYPICAL WORKING CONDITIONS

Work is performed in office and shop environments; occasionally works outside; exposure to smoke, gasses, and fumes; exposure to hazards such as moving machine parts and electrical current; continuous contact with staff and the public.

LEAD POWER EQUIPMENT MECHANIC - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Methods, materials, tools, and equipment used in the testing, adjustment, repair, and overhaul of gas and diesel-powered equipment.
- Theory and operation of gasoline and diesel engines.
- Principles and methods of gas and electrical welding and painting techniques.
- Safe work practices and Federal and State safety regulations.
- Principles and methods used in a program of preventive maintenance.
- Hydraulic valves and controls, hydraulic and air brake systems and electronic ignition systems.
- Tools, methods, materials and equipment used in automotive and body repair work.
- Principles and techniques of lead direction and training.

Ability to:

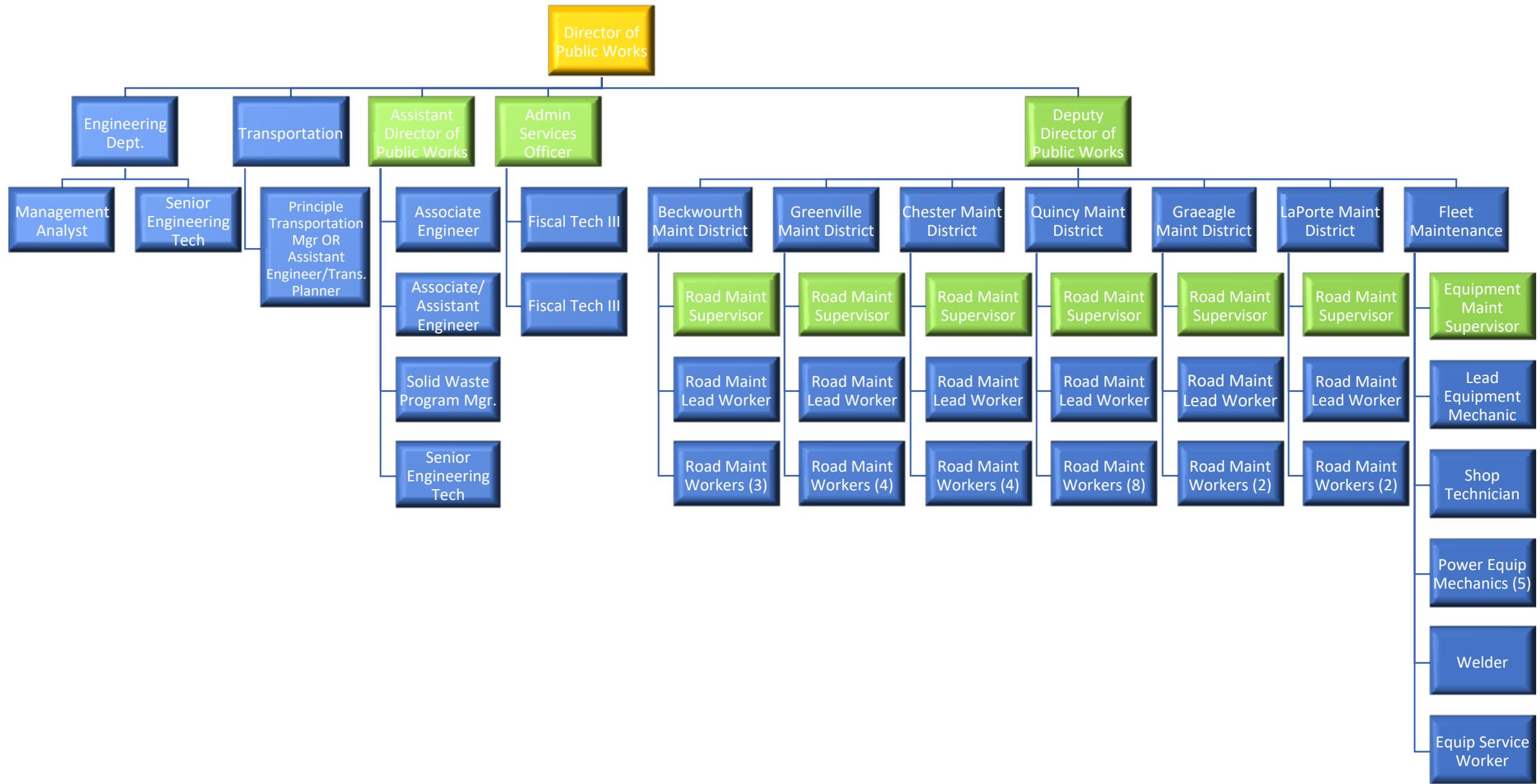
- Provide lead direction and training for other staff.
- Assists with the general supervision of County Equipment Maintenance functions and activities.
- Inspect and accurately diagnose mechanical defects.
- Skillfully use a variety of hand and power tools in the repair of automotive and heavy equipment.
- Perform highly skilled testing, adjustment, repair, and overhaul work on gasoline and diesel powered automotive and heavy equipment.
- Estimate time and materials for repair jobs.
- Operate a variety of automotive and heavy equipment.
- Design and fabricate tools and equipment.
- Prepare, clear, concise and accurate records and reports.
- Establish and maintain cooperative working relationships.

LEAD POWER EQUIPMENT MECHANIC - 4

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

Two (2) years of skilled heavy equipment repair work at the level of Power Equipment Mechanic II with Plumas County.

Special Requirements: Possession of an appropriate, valid California Driver's License issued by the Department of Motor Vehicles.



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Lead Power Equipment Mechanic I/II Position Quincy Shop

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

Power Equipment Mechanic I/IIs are the workforce for maintaining and repairing County road equipment. The Lead Mechanic guides and directs this work.

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

Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads

- How long has the position been vacant?

One week.

- 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



**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 12, 2025

SUBJECT: Authorize the Directors of Human Resources, Risk Management, Information Technology and County Counsel to schedule their employees' workweek into a four-day workweek pursuant to section 3.05 of the Confidential Unit MOU, or other flexible schedule under section 3.07, if the Department Head ensures adequate staffing; effective August 12, 2025; (No General Impact).

Recommendation:

Authorize the Directors of Human Resources, Risk Management, Information Technology and County Counsel to schedule their employees' workweek into a four-day workweek pursuant to section 3.05 of the Confidential Unit MOU, or other flexible schedule under section 3.07, if the Department Head ensures adequate staffing; effective August 12, 2025; (No General Impact).

Background and Discussion:

Action:

Authorize the Directors of Human Resources, Risk Management, Information Technology and County Counsel to schedule their employees' workweek into a four-day workweek pursuant to section 3.05 of the Confidential Unit MOU, or other flexible schedule under section 3.07, if the Department Head ensures adequate staffing; effective August 12, 2025; (No General Impact).

Fiscal Impact:

No General Fund impact

Attachments:

None



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sharon Sousa, Behavioral Health Director

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Information Systems Technician; (No General Fund Impact) State and Federal Funds

Recommendation:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Information Systems Technician; (No General Fund Impact) State and Federal Funds

Background and Discussion:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Information Systems Technician; (No General Fund Impact) State and Federal Funds

Action:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Information Systems Technician; (No General Fund Impact) State and Federal Funds

Fiscal Impact:

(No General Fund Impact) State and Federal Funds

Attachments:

1. Information Systems Technician NS 2017
2. REVISED CRITICAL STAFFING QUESTIONS- Info Sys Tech 7-31-25
3. PCBH Org Chart 8-1-25

INFORMATION SYSTEMS TECHNICIAN**DEFINITION**

Under close supervision, the Information Systems Technician ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Information Systems Technician is a single level class. Incumbents provide basic computerized information system helpdesk support and training for users of computer systems. Incumbents perform computer installation, maintenance and repair work, with some guidance and supervision.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

INFORMATION SYSTEMS TECHNICIAN – 2

EXAMPLES OF DUTIES:

- Acts as a resource person for users by answering questions either by phone or in person and resolving problems related to the use, application and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Sets up, monitors, installs and repairs computer hardware and installs software including state or federal provided operating systems, word processing, database, spreadsheet and other software.
- Writes or assists in writing and revising procedures, instructional materials and staff development tools for system related training.
- Trains system users on hardware and software usage; explains operating systems and provides on-going support for department staff; may provide training on specific statewide automated systems utilized by assigned department.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance and operations needed for an efficient computer system.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers. Documents and tracks system problems and writes the reports on issues. Recommends necessary hardware and software changes; and performs system upgrades.
- Authorizes system access to new users, assigns users a profile and password.
- Performs related duties as assigned

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

INFORMATION SYSTEMS TECHNICIAN – 3

Knowledge of:

- Operating principles and characteristics of personal computer hardware and software systems.
- Concepts and terms applicable to state-of-the-art information systems.
- Basic principles of local area network systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware and peripheral equipment.

Ability to:

- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot personal computer hardware and software problems.
- Analyze user problems, evaluate alternatives and reach sound conclusions.
- Identify, evaluate and research operational problems, and makes recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Write and maintain logs of work performed and actions taken to solve information system problems in a clear and concise manner.
- Communicate clearly and concisely, both orally and in writing.

Training and Experience:

Qualifications needed for this position:

Two (2) years full-time experience or formal education/training in the operation of computers and peripheral equipment in an information systems environment that includes the troubleshooting of personal computer hardware, software and peripheral equipment problems.

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

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

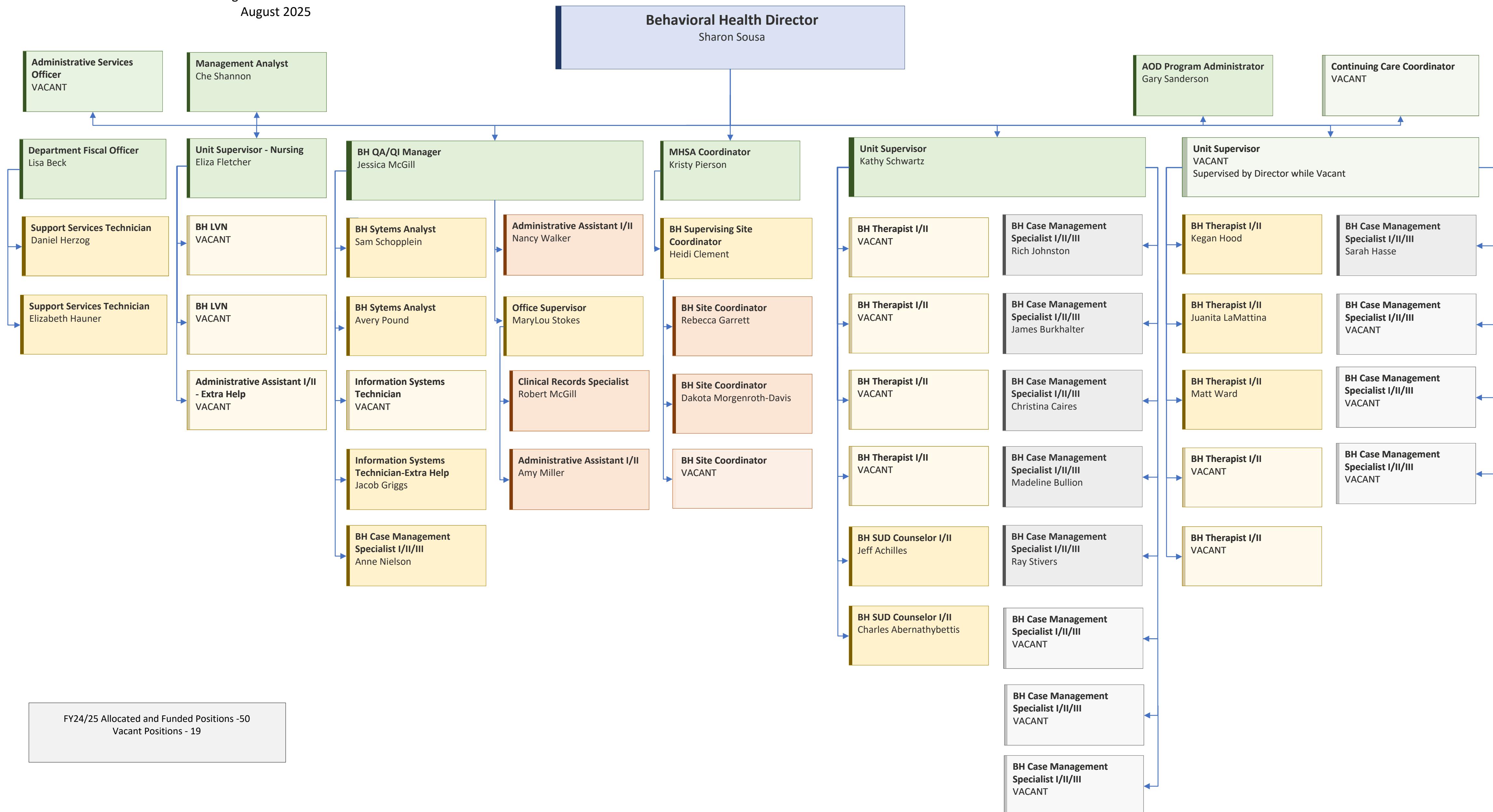
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE
CURRENTLY ALLOCATED
Information Services Technician

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the Information Services Technician position is a legitimate business justification due to the support of hardware and software in a large department.**
- Why is it critical that this position be filled at this time? **The Department depends on numerous technology systems in order to provide treatment to residents of Plumas County. Without an IT Tech to provide support for these systems, services to clients could be negatively affected.**
- How long has the position been vacant? **The position became vacant July 30, 2025.**
- Can the department use other wages until the next budget cycle? **The position is fully funded for the current fiscal year. Currently, there is an Extra-help Information Systems Technician being funded out of other wages, but the workload requires a full-time position.**
- What are staffing levels at other counties for similar departments and/or positions? **Other county behavioral health departments of similar size use a comparable number or more Information Services Technicians.**
- What core function will be impacted without filling the position prior to July 1? **Without an Information Services Technician staff may not be able to access needed patient records and update MediCal records for timely billing.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Possible fines and delayed payments if deadlines are not met.**
- 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? **No impact is expected as funding is secure and ongoing.**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No.**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No.**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No General Fund monies support is required.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Yes, the Department has an adequate reserve fund to cover emergency expenses if needed.**

Plumas County Behavioral Health Department

Organizational Chart
August 2025





**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and True North Psychology Center, Inc. to provide counseling for the Public Health Agency Home Visiting clients; effective July 1, 2025; not to exceed \$25,000.00; (No General Fund Impact) (realignment); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to ratify and sign an agreement between the Plumas County Public Health Agency and True North Psychology Center, Inc., to provide counseling services for the Public Health Agency's Home Visiting clients.

Background and Discussion:

Plumas County Public Health Agency's Home Visiting Program will utilize the True North Psychology Center to refer clients with mild to moderate mood disorders and/or anxiety related to Post Partum Depression/Perinatal Mood Disorder via a HIPAA-compliant platform.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and True North Psychology Center, Inc. to provide counseling for the Public Health Agency Home Visiting clients; effective July 1, 2025; not to exceed \$25,000.00; (No General Fund Impact) (realignment); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (realignment)

Attachments:

1. PCPHA2526TN

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 True North Psychology Center, Inc., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-Five Thousand and 00/100 dollars (\$25,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from July 1, 2025, 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 is required to provide 30 days' notice to Contractor of funding changes. County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS TC

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

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

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS *PC*

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

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

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 111
Quincy, CA 95971
Attention: Tina Venable, Director of Nursing

Contractor:

True North Psychology Center, Inc
P.O. Box 1106
Quincy, CA 95971
Attention: Brittney Castillo, 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.

 COUNTY INITIALS

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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:

True North Psychology Center, Inc., a
California corporation

By: 
Leslie Hovsepian
CEO
Date signed:

By: 
Brittnay Castillo
CFO
Date signed:

COUNTY:

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

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

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

ATTEST

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

COUNTY INITIALS

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EXHIBIT A

Scope of Work

- Provide counseling for identified home visiting clients with mild to moderate mood disorder and/or anxiety related to Post Partum Depression/Perinatal Mood Disorder via a HIPAA-compliant platform.
- Public Health Home Visiting Program will utilize True North referral forms.
- True North will contact the client and set up an intake with all needed documentation, and have the client set up a client portal for easier communication.
- After a client is established, sessions will be set up by the Psychologist and the client to determine the number of sessions.
- The Psychologist will explain to the clients that if they need to cancel an appointment, it is to be given no later than 24 hours before the appointment.
- If a client gives notification less than 24 hours or is a “no show”, Public Health understands that they will be responsible for the full session charge.
- True North will give 1 grace period for the client before invoicing Public Health
- It is understood that, as a contracted entity, Public Health will be able to be put at the top of the waitlist for clients to be seen.

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EXHIBIT B

Compensation

Invoicing and Payment:

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

A. Contractor shall be compensated for services performed under this Agreement as follows:

- \$250.00 for intake
- \$160.00 per session

B. Invoice(s) Shall:

- 1) Bear the Contractor's name, exactly as shown on the Agreement.
- 2) Bear the Contractor Agreement Number.
- 3) Identify the Invoice period.
- 4) Identify the client's First Name and Last Name First Initial
- 5) 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, 21 Notice Addresses.

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Twenty-Five Thousand and 00/100 dollars (\$25,000.00).

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CONTRACTOR INITIALS RL



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Erin Barnes, M.D., to perform the duties of a Deputy County Health Officer; effective July 1, 2025; not to exceed \$11,250.00; (No General Fund Impact) Future of Public Health (FOPH); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Erin Barnes, M.D., to perform the duties of a Deputy County Health Officer; effective July 1, 2025; not to exceed \$11,250.00; (No General Fund Impact) Future of Public Health (FOPH); approved as to form by County Counsel.

Background and Discussion:

The California Health and Safety Code (HSC § 101000) stipulates that counties "shall appoint a health officer." The county health officer must be a physician and has at least 170 distinct duties under California law. For several years, Dr. Mark Satterfield has provided Health Officer services to Plumas County on a part-time basis through a consultant services agreement. However, as a condition for receiving the Future of Public Health funding that the Board authorized November 1, 2022, the California Department of Public Health requires the Plumas County Public Health Agency to provide "24/7 Health Officer coverage." The Agency proposes to appoint Dr. Erin Barnes as Deputy Health Officer to provide the required coverage when Dr. Satterfield is not available.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Erin Barnes, M.D., to perform the duties of a Deputy County Health Officer; effective July 1, 2025; not to exceed \$11,250.00; (No General Fund Impact) Future of Public Health (FOPH); approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:

1. PCPHA2526BARNES

**CONSULTANT SERVICES AGREEMENT
FOR
ERIN BARNES, M.D.**

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 Erin Barnes, M.D., an individual (hereinafter referred to as "Consultant").

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Consultant 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 Consultant under this Agreement shall not exceed Eleven Thousand Two Hundred Fifty and 00/100 Dollars (\$11,250.00).
3. Term. The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant 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 Consultant 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. Consultant 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. Consultant 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. Consultant agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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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 Consultant 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 Consultant or its officers, employees, agents, Consultants, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Consultant 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. Consultant agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (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 coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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CONSULTANT INITIALS_____

- ii. All coverage available under such policy to Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Consultant'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. Consultant'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 Consultant'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 Consultant 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, Consultant 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. Consultant shall require all Consultants to comply with all indemnification and insurance requirements of this agreement, and Consultant shall verify Consultant's compliance.

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

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CONSULTANT INITIALS _____

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

Consultant represents that it holds a current active license as a Physician and Surgeon, issued by the State of California, License Number A 102913.

11. Relationship of Parties. It is understood that Consultant is not acting hereunder as an employee of the County, but solely as an independent Consultant. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a physician. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, 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. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

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CONSULTANT INITIALS_____

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. Consultant 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 Consultant.
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.

CONSULTANT:

Erin Barnes, MD
1590 Wildwood Path
Quincy, California 95971

COUNTY:

Public Health Agency
270 County Hospital Road, Suite 206
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 Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Consultant is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive

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CONSULTANT INITIALS_____

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 Consultants 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 Consultant is required to verify that none of the Consultant, 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 Consultant 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 Consultant 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 Consultant agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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CONSULTANT INITIALS_____

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.

(SIGNATURES TO FOLLOW ON THE NEXT PAGE)

_____COUNTY INITIALS

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CONSULTANT INITIALS_____

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

CONSULTANT:

Erin Barnes, MD an individual

By: 

Erin Barnes, MD

Date signed: _____

COUNTY:

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

By: 

Nicole Reinert

Director, Public Health Agency

Date signed: _____

By: _____

Kevin Goss

Chair, Plumas County Board of Supervisors

Date signed: _____

ATTEST:

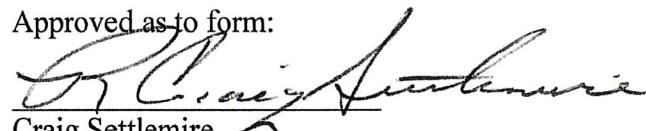
By: _____

Allen Hiskey

Clerk, Plumas County Board of Supervisors

Date signed: _____

Approved as to form:



Craig Settemire
Counsel

_____COUNTY INITIALS

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CONSULTANT INITIALS_____

EXHIBIT A

Scope of Work

Physician agrees to perform, efficiently and professionally, all duties and services of a Deputy County Health Officer including but not limited to the following:

1. Represent Plumas County Local Health Jurisdiction as an active member of the California Conference of Local Health Officers Association.
2. Act temporarily as Health Officer on a consulting basis to PCPHA when requested by the Health Officer or the Director of Public Health, providing medical oversight, recommendations, and protocols for public health programs.
3. Act temporarily as Health Officer on a consulting basis to local health care providers and other physicians or agencies in or out of the County, when requested by the Health Officer or the Director of Public Health, as necessary to meet the standards of Federal, State, and local laws.
4. Enforce and observe all laws of public and environmental health as promulgated by the County, state, or federal government.
5. When requested by the Health Officer or the Director of Public Health, direct the detection and control of communicable diseases, sexually transmitted diseases, and tuberculosis; consult with physicians, nurses, patients, staff members, other county departments, agencies, or other individuals in the diagnosis of, and investigation of, cases of suspected communicable diseases and to exchange information or provide recommendations; takes measures to prevent and control epidemics.
6. When acting temporarily as Health Officer, be available by pager, electronic mail, or telephone when not on site to respond to requests for information and assistance.
7. When requested by the Health Officer or the Director of Public Health, act as an employee health physician, and perform physical examinations and medical evaluations in compliance with all appropriate and pertaining laws.
8. Perform other duties as mutually agreed upon by the Director of Plumas County Public Health Agency, the Plumas County Health Officer, or defined in the Health & Welfare Code, Public Health Emergency Preparedness Plan, or related County Codes.
9. Assessing, and implementing health officer orders authorized under declared public health emergencies.

_____COUNTY INITIALS

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CONSULTANT INITIALS_____

10. Providing medical oversight and direction to regional healthcare organizations and providers during pandemics and other public health emergencies.
11. Liaise with community partners and guide safe operations during emergencies.
12. Review infectious disease cases and clusters and guide internal and external response partners.
13. Represent the PCPHA Health Officer's perspective during emergencies to state and local officials.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

1. PCPHA shall pay Consultant the sum of One Thousand Eight-Hundred Seventy-Five Dollars (\$1,875.00) per week served as Deputy Health Officer as the exclusive compensation under this agreement beginning July 1, 2025, and ending June 30, 2026. The contract shall not exceed Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00).
2. All travel will be pre-approved by the Director of Public Health and will be reimbursed with original receipts and/or per diem.

Certificates of Insurance:

1. The county shall pay for and maintain professional malpractice insurance from CSAC Excess Insurance Authority covering the Physician, **but only with respect to work performed for the County under this Agreement and any extension or continuation of the Agreement.**
2. Physician shall carry at her sole expense, personal automobile liability insurance consistent with the insurance requirements listed in this Agreement (Item 9.0 Insurance).

_____COUNTY INITIALS

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CONSULTANT INITIALS_____

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"), Erin Barnes, M.D., an Individual, referred to herein as Business Associate ("BA"), dated July 1, 2025.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

_____COUNTY INITIALS

CONSULTANT INITIALS _____

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

[42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

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

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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

_____COUNTY INITIALS

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CONSULTANT INITIALS _____

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.

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CONSULTANT INITIALS_____

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

_____ COUNTY INITIALS

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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: Nicole Reinert

Date: 5/28/2025

BUSINESS ASSOCIATE

Erin Barnes, M.D., an individual

Name: Erin Barnes, M.D.

Title: Deputy Health Officer

Signature: E. Barnes

Date: 7/22/25



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 12, 2025

SUBJECT: Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on October 7, 2025

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on October 7, 2025

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on October 7, 2025

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21-8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on October 7, 2025

Fiscal Impact:

No General Fund Impact, review only.

Attachments:

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

RESOLUTION NO. 21-3601

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

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

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

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

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

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

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

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

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

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

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

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

RESOLUTION NO. 21- **8605**

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

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

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

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

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

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

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

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

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

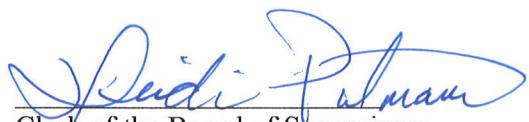
The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

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

NOES: None

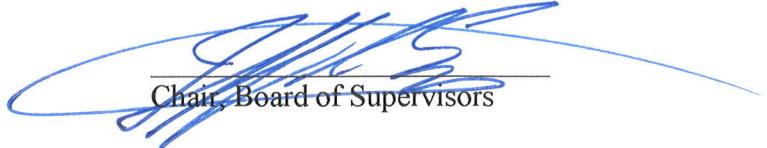
ABSENT: None

ATTEST:



Didi Patman

Clerk of the Board of Supervisors



Chair, Board of Supervisors



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Roni Towery

MEETING DATE: August 12, 2025

SUBJECT: **Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification (ESAC) report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize the preparer to submit the report electronically; discussion and possible action.**

Recommendation:

Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification (ESAC) report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize the preparer to submit the report electronically; discussion and possible action.

Background and Discussion:

The Federal Annual Equitable Sharing Agreement and Certification (ESAC) report must be filed with the U.S. Department of Justice and the U.S. Department of the Treasury for asset forfeiture funds per the Federal Equitable Sharing Agreement in order to be in compliance and have the possibility of receiving future forfeiture funds. The report requires the signature and approval of the governing body along with the Sheriff or authorized representative's signature. The signatures will serve as approval to authorize the ESAC report preparer to electronically submit the form on behalf of the Governing Body Head and the Agency Head.

Action:

Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification (ESAC) report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize the preparer to submit the report electronically; discussion and possible action.

Fiscal Impact:

No General Fund impact. Annual reporting requirement only.

Attachments:

1. 2025 ESAC
2. CC & HR Certificate
3. Asset Forfeiture Expenditures 24-25



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: CA0320000

Agency Name: Plumas County Sheriff's Office

Mailing Address: 1400 E. Main Street
Quincy, CA 95971

Type: Sheriff's Office

Agency Finance Contact

Name: Towery, Roni

Phone: 560-283-6396

Email: ronitowery@countyofplumas.com

Jurisdiction Finance Contact

Name: White, Julie

Phone: 5302836410

Email: juliewhite@countyofplumas.com

ESAC Preparer

Name: Towery, Roni

Phone: 560-283-6396

Email: ronitowery@countyofplumas.com

FY End Date: 06/30/2025

Agency FY 2026 Budget: \$14,623,748.00 *EST.*

Annual Certification Report

Summary of Equitable Sharing Activity

Justice Funds ¹

Treasury Funds ²

1	Beginning Equitable Sharing Fund Balance	\$35,711.21	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$1,404.48	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$1,404.48	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$1,992.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$35,123.69	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent

Justice Funds

Treasury Funds

a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$1,992.00	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
k	Overtime	\$0.00	
l	Non-Categorized Expenditures	\$0.00	\$0.00
m	Salaries	\$0.00	\$0.00
	Total	\$1,992.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Law Enforcement Initiatives that Further Investigations

Receiving Agency Name	Justice Funds	Treasury Funds

Overtime

Recipient	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Norm Newell
Company: Smith & Newell
Phone: 530-673-9790

Email: accounting@smithandnewell.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies* (*Guide*) and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency:

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Hermann, Chad
Title: Sheriff
Email: chadhermann@countyoplumas.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Goss, Kevin
Title: Chair, Board of Supervisors
Email: pcbs@countyoplumas.com

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



OFFICE OF THE COUNTY COUNSEL

520 MAIN STREET, ROOM 115
QUINCY, CA 95971
(530) 283-6240

COUNTY COUNSEL'S AND HUMAN RESOURCES CERTIFICATE OF THE COUNTY

The undersigned hereby states and certifies that:

- (i) during the past fiscal year there has been no court or administrative agency that has issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any federal civil rights statutes.
- (ii) Additionally, the Plumas County Sheriff's office has not entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any federal civil rights statutes.

Name and Title

Signature

Joshua Brechtel, Plumas County Counsel

Joshua Brechtel

Sara James, Interim Human Resources Director

Sara James

JOSHUA BRECHTEL, COUNTY COUNSEL
SARA JAMES, INTERIM HR DIRECTOR
KRISTINA ROGERS, PARALEGAL

Account Detail

<input type="button" value="Back"/>	<input type="button" value="Accept"/>	<input type="button" value="X"/>	<input type="button" value="Q"/>	<input type="button" value="Output"/>	<input type="button" value="Print"/>	<input type="button" value="Display"/>	<input type="button" value="PDF"/>	<input type="button" value="Save"/>	<input type="button" value="PDF"/>	<input type="button" value="Excel"/>	<input type="button" value="Detail"/>	<input type="button" value="J"/>	<input type="button" value="D"/>	<input type="button" value="A"/>
Cancel	Search													

Account Inquiry [Plumas County 11/21] > Account Detail

Org 2034352 Object 524207 Project Account 0017-0017N-02-20343-18-52-3400-0000-524207-

Posted	YR/Per	Journal	Eff Dt	Post Date	Src	Ref1	Project String	PO/Ref2	Ref3	Ref4
Y	2025/12	3568	06/24/25	06/30/25	API	075050		W SN062425	193246271	W SN062425
Y	2025/12	3568	06/24/25	06/30/25	API	075050		W SN062425	193246274	W SN062425
Y	2025/09	1487	03/06/25	03/13/25	API	075050		W RT030625	193233489	W RT030625
Y	2025/09	1487	03/06/25	03/13/25	API	075050		W RT030625	193233492	W RT030625
Y	2025/06	1498	12/05/24	12/13/24	API	075050		W SN120524	193223568	W SN120524
Y	2025/06	1498	12/05/24	12/13/24	API	075050		W SN120524	193223571	W SN120524
Y	2025/03	2161	09/10/24	09/19/24	API	075050		W SN091024	193214202	W SN091024
Y	2025/03	2161	09/10/24	09/19/24	API	075050		W SN091024	193214203	W SN091024

Total Amount

1,992.00



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Gregory Ellingson, Director of Information Technology

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and FourJ's Development Tools, Inc. for Genero software development platform and maintenance required for in-house software HAL; effective August 5, 2025; not to exceed \$8,512; (General Fund Impact) as approved in FY25-26 preliminary recommended budget (2022052 / 520411); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and FourJ's Development Tools, Inc. for Genero software development platform and maintenance required for in-house software HAL; effective August 5, 2025; not to exceed \$8,512; (General Fund Impact) as approved in FY25-26 preliminary recommended budget (2022052 / 520411); approved as to form by County Counsel.

Background and Discussion:

Genero software development platform and maintenance required for in-house software HAL

Action:

Approve the agenda item.

Fiscal Impact:

Approved in the FY25-26 preliminary budget.

Attachments:

1. 6180 FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

Tel:

County: County of Plumas Department of

Tel:

Description: Purchase of as identified in the purchase
agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ (\$)

Term: Agreement shall commence on and shall terminate on unless
the Contract is terminated earlier.

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

VENDOR:

By: _____

Name: Jesper Ulsted

Title: CEO

Date Signed:

By: _____

Name: John Hartnett

Title: CFO

Date Signed:

COUNTY:

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

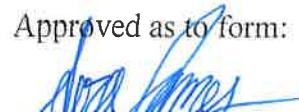
By: _____

Name:

Purchasing Agent

Date signed:

Approved as to form:


Sara James, Attorney
County Counsel's Office

Four J's Development Tools, Inc.

Invoice

1625 The Alameda
Suite 302
San Jose, CA 95126

Date	Invoice #
3/26/2025	34947

Bill To
County of Plumas Accounts Payable 520 Main Street Rm. 205 Quincy, CA. 95971

Ship To
County of Plumas Greg Ellingson Director of IT 520 Main Street Rm. 205 Quincy, CA. 95971

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Maintenance	net 30	SO	3/26/2025	email		
Quantity	Item Code	Description			Price Each	Amount
1	ARMC00XVR	Renewal of Compiler maintenance (5/1/25 - 4/30/26) License: TAB#AAB01BTS (K) - End User: Internal			1,112.00	1,112.00
50	ARMR00XVR	Renewal of runtime maintenance (5/1/25 - 4/30/26) License: TAB#CBQ01BTU (4) - End User: Internal			148.00	7,400.00
					Total	\$8,512.00

[With Frames](#)[Print this page](#)[Parent topic](#)[Licensing your product](#)

License basics

During the product installation, you are prompted to license the software. A license must be entered before you can use the product.

What to look for

Note: The information provided in this topic gives a brief explanation of how licensing works generally. For more specific details, please see your license agreement, or contact your nearest Four Js sales office.

Four Js provides a license number and license key with the product package, as well as a maintenance key with your maintenance contract.

Genero Business Development Language (BDL) license numbers start with the letter T. For example:

- License number: TAB#X35006TG
- License key: RFAL8FS73XDT
- Maintenance key: M9A3R5UCLMGH

Genero Mobile license numbers start with the letter M. For example:

- License number : MAC#AAP00014
- License key : QYBW9RXAQ0DF
- Maintenance key: WAGQRSYFL8S7

Genero Report Writer license numbers start with the letter R. For example:

- License number: R4Z#X34006TG
- License number key: GFAS9FD78XDT
- Maintenance key: M0ST5VXLMFH

How to install licenses

You can install your license as a local license using the license controller included with your Genero product. You can also use the Four Js License Manager (FLM) to install licenses for multiple Genero products installed on machines across your network.

License Controller

A license can be installed locally on the computer where the Genero programs execute using the license controller provided in the product package. For more information see [License Controller](#).

License Manager

A license manager is a Genero product that provides a complete solution for managing Four Js licenses where multiple Genero products are installed on the same machine as the License Manager or on machines on the same network as the License Manager. Each Genero product's FGLPROFILE file needs to be configured with its license number and license key and it also must contain the details of the license manager it needs to use to validate the license. See [License Manager](#).

Important: Installing Genero on a Remote File Systems (such as NFS or Samba) with a local license is not supported, in this case you must use a license manager configuration instead.

Maintenance key

An active maintenance contract is required to license a product. A maintenance key is provided with your maintenance contract. The maintenance key determines which version of the Genero product you are authorized to use with your

license, and the date that the maintenance contract expires. When you are licensing a product, you will be prompted for the maintenance key during the licensing process.

What happens when my license expires?

Licenses apply to the version or build of the product you have installed. If your license is **date-limited**, then the date when the license expires will be shown when you run the license controller command, for example, `fglWrt -a info license`.

```
C:\Program Files\FourJs\Genero_Studio_3_00_22\fgl\bin>fglWrt.exe -a info license
License      : THM#AAF00ZSE
License key   : JIEG6GN8P065
Product       : Four Js Universal Compiler
Type          : Development version
Users         : 5
Extension(s)  :
  - Open Database Interface
  - Enhanced license key format
This license is date limited and expires the 2016/03/31 (Year/Month/Day).
Warning! This is a temporary license, installation number is 'CLXANYVAFML8'.
This temporary installation will expire in 28 day(s).
WARNING! Your maintenance key has expired. Please contact your vendor.
End of maintenance date: 2016/03/03 (Year/Month/Day).
```

What happens when my maintenance contract expires?

If you see the following message, then your maintenance key has expired.

WARNING! Your maintenance key has expired. Please contact your vendor.

You can continue to use your Genero product after the expiration of the maintenance contract but this will have an impact on how you can use your Genero product.

Contact your local sales office to purchase a new maintenance contract. With a valid maintenance contract, you have full use of the product and can continue to install any new product update or patch that is provided by Four Js.

My maintenance contract has expired, can I still use the installed versions of Genero?

You can continue to use your Genero product after the expiration of the maintenance contract but you can **not** install any new update or patch where the Genero product build date is later than the expiration date of the maintenance key, without installing a new maintenance key. If you try to run a product version built after the expiration of your maintenance contract, for example:

```
C:\fjs\fgl\2.20-9999\demo>fglrun demo.42r
```

You will get an error message like the following when you run applications:

```
Program stopped at 'demo.4gl', line number 20.
  FORMS statement error number -6144.
  The DVM build date is greater than the maintenance key expiration date.
  Contact your nearest FourJ's sales representative to update the maintenance key.
```

Genero BDL

For Genero Business Development Language (BDL) product licensing, you are allowed continued use of the product as follows:

- You can continue to run the product version built prior to the expiration date of the maintenance key.

- You can continue to run applications that you have already packaged and deployed before the maintenance contract expired, these will remain valid and will continue to work.
- You can continue to run your applications with all the versions of the Genero product that were built before the end of maintenance date.

Genero Report Engine (GRE) under DVM Maintenance

For Genero Report Engine licensing under DVM maintenance with your Genero BDL installation, applications will continue to work for a grace period of **two months** after the end of the maintenance contract.

At the beginning of the third month the following notice will be printed on the first page of each report the GRE generates.

ERROR(-33015) : Please contact your sales office regarding licensing.

The GRE stops functioning at the end of the third month and you will need to purchase a maintenance contract. To check the status of your product's maintenance contract or other license information, see the topic on [Get license information](#).

Note: If you have a Genero Report Writer installed, the GRE will not be limited under the DVM maintenance but instead will function under the Genero Report Writer installation maintenance.

Genero Report Writer

For Genero Report Writer product licensing, you are allowed continued use of the product as follows:

- You can continue to run the product version built prior to the expiration date of the maintenance key.
- You can continue to run applications that you have already packaged and deployed before the maintenance contract expired, these will remain valid and will continue to work.
- You can continue to run your applications with all the versions of the Genero product that were built before the end of maintenance date.

What hardware or software changes affect licensing?

Some hardware changes affect licensing. If, for example, a network card is used for license locking to a server and you have to change your network card on the machine where the license was installed, you have to reapply your Four Js product license. Network cards are used if found because they allow a license to be restored to the same location, on the same hardware when you need to do a restore from backup.

On devices or systems that have no network card, license locking may rely on inodes in Linux®/UNIX™, device-id (MAC address), or file indexes used in Windows® NTFS filesystem. If, for example, a directory change is required, for example an inode structure change, this may impact the license.

The path where the license has been installed should not change, even though latest versions of the licensing software take symbolic links into account, but older versions may not. If, for example, you have to move your Genero runtime FGL directory, it requires you to reapply the license. To reapply the license:

1. Delete the existing license: run the license controller command, for example `fg1Wrt -d`, to uninstall the existing license. See [Uninstall a local license](#).
2. Apply the license: run the command, `fg1Wrt -1` to install the license. See [Install the license number and key](#).

Note: If you are unsure of what impact a server hardware or software change may have on licensing, please contact your local Four Js support center.

Related concepts

[License types](#)

[License installation steps](#)

[Parent topic](#)



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: August 12, 2025

SUBJECT: **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an ORDINANCE of the County of Plumas, State of California AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel.; discussion and possible action. Roll call vote

Recommendation:

11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel.; discussion and possible action. **Roll call vote**

Background and Discussion:

The recent closure of the Rite-Aid Pharmacy and subsequent transfer of prescription to the Quincy Pharmacy has greatly impacted the need for parking near the intersection of Main Street and Railway Avenue in Quincy.

The Public Works Department is proposing to create two (2) 15-minute parking spaces along the North side of Main Street near the intersection of Railway Avenue to address the lack of available parking in this area

Action:

11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; approved as to form by County Counsel.; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund impact.

Attachments:

1. Ordinance - 15 minute parking - CC Approved

Plumas County, California
ORDINANCE NO. 25-_____

AN ORDINANCE AMENDING ARTICLE 5, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE [Updating parking restrictions on Main Street (State Highway 70) in Quincy, California]

The Board of Supervisors of the County of Plumas ORDAIN as follows:

Section 1. Legislative Intent:

Amend Section 4-3.506 (e) (3) to Article 5 of Chapter 3 of Title 4 of the Plumas County Code

Section 2. Section 4-3.506 of the Plumas County Code is amended to read as follows:

• **Sec. 4-3.506. – Parking in Quincy, California.**

(e) *Main Street (State Highway 70).*

- 1) Unchanged
- 2) Unchanged
- 3) It shall be unlawful for any person to park or stop any vehicle for more than fifteen (15) minutes between the hours of 8:00 a.m. and 5:00 p.m., weekends and State holidays excepted, at the following locations on Main Street:
 - i. On the south side of State Highway Route 02-Plu-70 from Post Mile 43.667, a point beginning approximately 385 feet west of the centerline of Linden Street, to Post Mile 43.681, a point approximately 310 feet west of the centerline of Linden Street.
 - ii. On the north side of State Highway Route 02-Plu-70 from a point approximately 60 feet west of the centerline of Railway Ave to a point 105 feet west of the centerline of Railway Ave.
 - iii. The Plumas County Public Works Department is hereby directed to obtain and place the proper signs and paint the curb green for said parking restrictions.

iv. The ordinance codified in this subsection shall cease to be operative six (6) months after receipt by the County Board of Supervisors of written notice of withdrawal of approval by the Department of Transportation. The ordinance codified in this subsection shall only be effective upon the prior approval, in writing, of the Department of Transportation.

Section 3. Effective and operational dates; Codification.

This ordinance shall be effective and operative 30 days from the date of adoption. Section 2 of the ordinance shall be codified, and the remaining sections shall be uncodified.

The foregoing ordinance was introduced on _____, and adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Chair, Board of Supervisors

Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christine Renteria, Office Supervisor

MEETING DATE: August 12, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Social Services and Chuck Patterson Toyota for the fixed asset purchase of 2025 Tacoma SR; total not to exceed \$42,376.75; (No General Fund Impact) #7059054/#541501 Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Social Services and Chuck Patterson Toyota for the fixed asset purchase of 2025 Tacoma SR; total not to exceed \$42,376.75; (No General Fund Impact) #7059054/#541501 Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

Social Service is in need of a pickup truck to haul our emergency response trailer.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Social Services and Chuck Patterson Toyota for the fixed asset purchase of 2025 Tacoma SR; total not to exceed \$42,376.75; (No General Fund Impact) #7059054/#541501 Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

(No General Fund Impact) Realignment funds #7059054/541501

Attachments:

1. 6258 FINAL 4

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

Tel:

County: County of Plumas Department of

Tel:

Description: Purchase of as identified in the purchase
agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Dollars (\$

Term: Agreement shall commence on and shall terminate on) unless
the Contract is terminated earlier.

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

VENDOR:

By: _____

Name:

Title:

Date Signed:

COUNTY:

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

By: _____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name:

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office



TOYOTA

Chuck Patterson Toyota Dodge

200 East Avenue
Chico CA 95926
530-895-1771

2025 TACOMA

Tacoma SR

Model: 2025 Tacoma SR 2.4L 4-Cyl. Turbo Engine 4-Wheel Drive 5-ft. bed Double Cab 7594A

Stock: 251168

Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine

Transmission: 8-Speed Automatic Transmission



EXTERIOR
Ice Cap

INTERIOR
Black Fabric

PRICE

Base MSRP *	\$36,990.00
Port Installed Packages & Accessories	\$199.00
Delivery Processing and Handling	\$1,595.00
Total Suggested Retail Price	\$38,784.00

INSTALLED PACKAGES & ACCESSORIES

50 State Emissions

FIO \$0.00
PIO \$199.00

All-Weather Floor Liners

Engineered to precisely fit your vehicle, all-weather floor liners are made from durable, flexible, weather-resistant material that cleans easily.
• Precise injection molding uses Toyota's original vehicle design data for a perfect fit
• Liners feature ribbed channels to better hold moisture with a stylish vehicle logo
• Skid-resistant backing and driver-side quarter-turn fasteners help keep the liners in place.

21 MPG
Combined City/Hwy

19 MPG
City

24 MPG
Highway

Total Optional Equipment

\$199.00

Vehicle Base Model

\$36,990.00

Delivery Processing and Handling

\$1,595.00

FEATURES

Mechanical & Performance

- Powertrain: i-FORCE 2.4L turbocharged inline-4 engine
- Drivetrain: 4WDemand part-time 4-Wheel Drive with electronically controlled 2-speed transfer case (high/low ranges)
- Air Intake: Twin-scroll turbocharger with wastegate valve control and air-cooled intercooler
- Engine: i-FORCE 2.4L 4-Cyl. Turbo Engine
- Weight Rating: 6005 lbs
- Transmission: 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic
- Suspension: Independent double-wishbone front suspension; leaf spring rear suspension
- Stabilizer: Front stabilizer
- 8-Speed Automatic Transmission

Exterior

- 17-in. styled alloy wheels
- LED bed lighting

- LED headlights with Daytime Running Lights (DRL), auto on/off feature and manual leveling adjustment
- 5-ft. bed

Interior

- Fabric-trimmed seats; 6-way manually adjustable driver and front passenger seats with 2-way power-adjustable lumbar support on driver's seat only
- 60/40 split, folding rear seat with under- and behind-seat storage
- Manual day/night rearview mirror

- Deck rail system with four adjustable tie-down cleats and fixed cargo bed tie-down points
- Lightweight "TACOMA" stamped tailgate

Audio Multimedia

- Dual USB-C ports with power delivery S
- 8-in. Toyota Audio Multimedia display with 6-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial. See toyota.com/connected-services for details. S

ToyotaCare

- 24-hour Roadside Assistance \$0 (No Cost)
- No cost maintenance \$0 (No Cost)

Safety & Convenience

- Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector
- Toyota Safety Sense™ 3.0 — Pre-Collision System with Pedestrian Detection, Proactive Driving Assist, Lane Departure Alert with Steering Assist, Automatic High Beams, Road Sign Assist, and Full-Speed Range Dynamic Radar Cruise Control

- Backup Guide Monitor
- Electric Power Steering (EPS) and power-assisted rack-and-pinion with an Electronic Parking Brake (EPB)

Connected Services

- Safety Connect® — includes Emergency Assistance Button, Enhanced Roadside Assistance, Automatic Collision Notification and Stolen Vehicle Locator. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Remote Connect — remotely interact with your vehicle through the Toyota app via your smartwatch. Depending on grade, allows you to lock/unlock doors, start and stop the vehicle, locate your last parked location, check vehicle status and monitor guest drivers. Subscription required after trial. 4G network dependent. 1-year trial subscription
- Wi-Fi Connect — includes AT&T Wi-Fi hotspot and Integrated Streaming (Apple Music® and Amazon Music) compatibility. Subscription required after trial. 4G network dependent. Up to 30-day/3 GB trial subscription

- Service Connect — receive personalized maintenance updates and vehicle health reports. Subscription required after trial. 4G network dependent. Up to 10-year trial subscription
- Drive Connect — includes Cloud Navigation with Google Points of Interest (POI) data, Intelligent Assistant with Hey, Toyota, and Destination Assist. Subscription required after trial. 4G network dependent. Capable, subscription required

* Base MSRP excludes manufacturer, distributor and dealer options, taxes, title and license and dealer fees and charges. Also excludes the Delivery, Processing and Handling of \$1,195 for Cars (Corolla, Corolla HV, Corolla HB, GR Corolla, Camry, Prius, Prius Plug-in Hybrid, Toyota Crown, Mirai, GR86, GR Supra), \$1,450 for Entry SUV (Corolla Cross, Corolla Cross HV), \$1,450 for Small SUV (RAV4, RAV4 HV, RAV4 Plug-in Hybrid, bZ4X), \$1,495 for Mid SUV/Van (4Runner, 4Runner HV, Highlander, Highlander HV, Grand Highlander, Grand Highlander HV, Sienna, Land Cruiser, Toyota Crown Signia), \$1,595 for Small Pickup (Tacoma, Tacoma HV), \$2,095 for Large Pickup/Large SUV (Tundra, Tundra HV, Sequoia). (Historically, vehicle manufacturers and distributors have charged a separate fee for processing, handling and delivering vehicles to dealerships. Toyota's charge for these services is called the "Delivery, Processing and Handling Fee" and is based on the value of the processing, handling and delivery services Toyota provides as well as Toyota's overall pricing structure and may be subject to change at any time. Toyota may make a profit on the Delivery, Processing and Handling Fee.) The Delivery, Processing and Handling Fee in AL, AR, FL, GA, LA, MS, NC, OK, SC and TX will be higher. Dealer price will vary.

ToyotaCare, which covers normal factory scheduled maintenance for 2 years or 25,000 miles, whichever comes first, is included as part of the sales price of the vehicle for qualifying buyers. See participating dealer for eligibility and coverage details.

Disclaimer: This document is not meant to replace or substitute the actual window sticker on the vehicle. Toyota Motor Sales, U.S.A., Inc. is not responsible and disclaims any liability for inaccuracies. Please contact your dealer with any questions or if you require additional information.

Deal

Business Office



Stock #

Buyer

Home: _____ **Email:** _____ **Cell:** _____
County: _____

Trades

PDI

Recap

Summary

Commissions

Forms

APR	Finance Chg	Amt Financed	Total Payments	Tot Sale Price
.000	.00	42,376.75	42,376.75	42,376.75

1 Payments of 42,376.75

Beginning 07/23/25

Total Down .00

Ok



**PLUMAS COUNTY
FAIR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Steffanic, County Fair Manager

MEETING DATE: August 12, 2025

SUBJECT: **Approve and authorize Plumas County Fairgrounds to pay Dickens Drilling a non-contract invoice in the amount of \$6687.60 for emergency well repairs; (No General Fund Impact) funds will be taken from the FY 23/24 adopted budget; discussion and possible action.**

Recommendation:

Approve and authorize Plumas County Fairgrounds to pay Dickens Drilling a non-contract invoice in the amount of \$6687.60 for emergency well repairs; (No General Fund Impact) funds will be taken from the FY 23/24 adopted budget; discussion and possible action.

Background and Discussion:

A well motor failure occurred weeks before High Sierra Music Festival, Dickens Drilling was able to come out, pull the pipe from the well, order and install a new motor and replace all pipe, all before the end of last fiscal year.

Action:

Approve and authorize Plumas County Fairgrounds to pay Dickens Drilling a non-contract invoice in the amount of \$6687.60 for emergency well repairs; (No General Fund Impact) funds will be taken from the FY 23/24 adopted budget; discussion and possible action.

Fiscal Impact:

(No General Fund Impact) Enough funds are in the FY24 budget

Attachments:

1. dickens invoice

Dickens Drilling
 189 Danny Ct.
 Quincy, CA 95971
 530-283-4844
 lisagrant@dickensdrilling.net

Invoice

Date	Invoice No.
07/08/25	25127

Bill To:
Plumas Sierra County Fair 204 Fairgrounds Rd. Quincy, CA 95971

P.O. Number	Project

Item	Description	Quantity	Price Each	Amount
30 Hp motor	30 Hp hitachi Motor (at cost, no markup)	1	3,448.68	3,448.68
#6/3	#6/3 with ground heavy duty flat jacketed pump wire	130	5.72	743.60
#6 Splice Kit	Heat shrink splice kit	2	22.66	45.32
Technician & service truck	May 27, 2025 Out of water. Our technician found the wire pulled very tight over to the controller. We figured it was the same problem we had several years ago. We will need to return to pull the pump up and unwrap the wires and fix.	0.5	150.00	75.00
Technician & service truck	May 28, 2025 Pulled up the first stick of drop pipe, 4" galvanized pipe, it was unthreaded from the drop pipe below. The rest of the pipe and the pump had dropped down 60' to the bottom of the well. We will need to return with the fishing tools, Lucis will need to fabricate a tool to grab onto the 4", the tools we had in the shop were not going to work.	4	150.00	600.00
Technician & service truck	May 29, 2025 Fabrication of 4" tool to retrieve drop pipe	2.5	50.00	125.00
Technician & service truck	May 30, 2025 Pulled pump, The motor leads ohmed to ground, the pump wires were pulled from the motor enough that the motor needs to be replaced. It was agreed upon that there needs to be well on tabs across the couplers to prevent spinning of the pipe when the pump kicks on and off. It was requested that the pump wire is replaced as well.	5	150.00	750.00
Technician & service truck	June 5, 2025 Attached new motor to the pump, replaced the wire and welded steel braced over the	6	150.00	900.00
All accounts past due 30 days are subject to 1.5% monthly service charge of balance.				Total

Dickens Drilling
189 Danny Ct.
Quincy, CA 95971
530-283-4844
lisagrant@dickensdrilling.net

Invoice

Date	Invoice No.
07/08/25	25127

Bill To:
Plumas Sierra County Fair 204 Fairgrounds Rd. Quincy, CA 95971

P.O. Number	Project

Item	Description	Quantity	Price Each	Amount
	couplers. He adjusted the pressure to 40/60 instead of 30/50 to increase the pressure at the furthest parts of the fairgrounds. Sales Tax		7.25%	0.00
All accounts past due 30 days are subject to 1.5% monthly service charge of balance.				Total \$6,687.60



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: August 12, 2025

SUBJECT: Human Resources

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: August 12, 2025

SUBJECT: **Approve and adopt the Appointed Department Head Annual Performance Evaluation/Review Policy, allowing department heads to submit employment contract amendment requests; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and adopt the Appointed Department Head Annual Performance Evaluation/Review Policy, allowing department heads to submit employment contract amendment requests to Human Resources to negotiate on their behalf and allowing County Counsel to receive requests from the Human Resources Director for employment contract amendment requests to prevent violations of Government Code 1090.; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

This policy was created to provide Department Heads a pathway to negotiating their employment agreements following the best practice for the negotiation of contracts and the potential of violating Government Code Section 1090, as current Department Head employment contracts stipulate they are to make requests to the Board during the annual evaluation.

Action:

Approve and adopt the Appointed Department Head Annual Performance Evaluation/Review Policy, allowing department heads to submit employment contract amendment requests; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Appointed Department Head - Performance Policy FINAL



COUNTY OF PLUMAS, CALIFORNIA

Subject: Appointed Department Head Annual Performance Evaluation/Review Policy	Policy Number: 25-001	Page Number: 1 of 3
	Originally Adopted: 6/17/2025	Last Revised Date:

I. Policy

In light of the desire of the appointed department heads of Plumas County for there to be consideration of increased compensation outside of the standard merit increases and the importance of avoiding any real or perceived conflict of interest as outlined in Government Code §1090, Plumas County is providing this policy to ensure that requests for increased compensation occur only at “arm’s length” and do not involve direct negotiations between the requesting party and the appointing authority. This policy is established as follows:

- 1) The Board of Supervisors shall conduct a performance evaluation of all appointed department heads on an annual basis or six (6) months following promotion.
- 2) Both the Department Head and the Clerk of the Board will track their annual performance review timelines as well as the Clerk of the Board. If a Department Head is requesting the Board consider additional modifications to their employment, they must account for the additional time it will take other County Departments to assist with their request (ie: salary studies, closed session labor negotiations, etc.)
- 3) The Clerk of the Board shall notify the appointed department head of his/her annual performance review at least 7 days prior to the first closed session “Board Only” discussion.
 - a. Notification shall be in writing and include a blank copy of the “Department Head Evaluation Form” for the Department Head to complete and send back to the Clerk of the Board for the Board members to review prior to the first closed session.
 - I. The evaluation form allows the Department Heads to request additional modifications to their employment other than a merit increase (ie: additional admin or vacation hours, additional merit increase, etc.). Department Heads may add any additional information they would like the Board to know on the evaluation form (ie: completed projects, big accomplishments, etc.).
 - II. Any request for additional financial compensation, (such as an additional merit increase, increased salary etc.) requires that the Department Head must attest that there is sufficient budget in their Department for the additional financial compensation and that the pay raise is sustainable.



COUNTY OF PLUMAS, CALIFORNIA

III. The Department Head will send a request for services to the County Counsel's office to request a salary compensation study to be completed before the time of the evaluation, so that the Board may consider the appropriateness of the request.

4) Closed Session Procedures

- a. The Human Resource Representative will provide any documents and justification for additional compensation during a closed session under Labor Negotiations wherein the Human Resources representative will present the request for additional compensation for the Board's consideration. This will include any supporting documentation such as a salary study or other relevant information provided by the Human Resources Department. During this session, the Board will determine if the compensation request is granted.
- b. The second closed session of the Department Head's performance review will be "Board Only" and will involve the sitting Board, a representative from the County Counsel's office, and a representative from the Human Resources Department and will discuss the Department Head's completed evaluation form as well as any concerns or comments regarding the Department Head's performance.
- c. The final closed session of the Department Head's performance review will include the Board and the Department Head, at which point the Board and Department Head will discuss performance and other issues that the Department Head may bring up. This session will not involve any discussion of the granting of any additional compensation request. The Board may let the Department Head know of their decision regarding the request.

- 5) After the performance evaluation is complete the Board will complete the final evaluation form with the addition of any pertinent information, sign and submit the form to the Human Resources Department.
- 6) The Human Resources Department will process the evaluation form and any additional needs of the Board.
- 7) This policy will apply retroactively to January 1, 2025, to allow for requests that would have been made during Department Head evaluations between January 1, 2025, and the date of adoption of this policy. Any request subject to this clause can be sent directly to the Human Resources Director in a written memorandum. Any request that is granted subject to this clause will not be applied retroactively, but only proactively.
- 8) Any increases to compensation will not be final until announced in open session at a regularly scheduled board meeting.
- 9) The Clerk of the Board shall track evaluations to ensure that the department head does not fall behind.



COUNTY OF PLUMAS, CALIFORNIA

II. RESPONSIBLE DEPARTMENT(S)/INDIVIDUALS

Clerk of the Board
Appointed Department Heads

III. DATES (ADOPTED, REVISED, NEXT REVIEW)

Issue Date:	6/17/2025		
Revision Date:		Planned Review Date:	

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**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 12, 2025

SUBJECT: Appoint Bob Orange to the Taylorsville Cemetery Board for a four-year term ending on August 12, 2029; discussion and possible action.

Recommendation:

Appoint Bob Orange to the Taylorsville Cemetery Board for a four-year term ending on August 12, 2029; discussion and possible action.

Background and Discussion:

Currently there is a vacany on the Taylorsville Cemetery Board.

Action:

Appoint Bob Orange to the Taylorsville Cemetery Board for a four-year term ending on August 12, 2029; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. Orange, Bob Taylorsville Cemetery Board Application _Redacted

APPLICATION FOR PUBLIC MEMBER APPOINTMENT TO ADVISORY BOARDS OR
COMMISSIONS APPOINTED BY THE PLUMAS COUNTY BOARD OF SUPERVISORS

Name Bob Alan Orange Email _____
Mailing Address _____ Street _____
Town _____ Zip _____ Telephone: _____
Employer's Name Retired Telephone: _____
& Address

Present Occupation Retired Peace Officer Are You Over 18 Years of Age Yes
Board/Commission Applied for Taylorsville Cemetery District
As representative of (check one) Supervisorial District (OR) At Large
Summary of Qualifications for Position: Retired Peace Officer, Fire Department,
7 years on Indian Valley Community Services District,
Former President Catternig Fish & Game Wardens
Association

Reasons for Applying: Wife is buried within cemetery, and I have
a plot there also, Serving community and want to continue

List any organizations of which you are an officer or an employee which are funded by or provide services to county government: _____

Date Aug. 6, 2025 Signature Bob A Orange

Please return to: Clerk, Plumas County Board of Supervisors
520 Main St., Room 309
Quincy, CA 95971

Additional information may be attached.

NOTE: This application will remain valid for a period of one year. If you wish information on requirements for positions, or on the status of your application, please contact the Clerk of the Board of Supervisors, (530) 283-6170.