



**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  
OCTOBER 21, 2025, TO BE HELD AT 10:00 AM  
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://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 ONLINE)

## **ZOOM Participation**

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

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

## **Public Comment Opportunity/Written Comment**

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

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

## **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

## **PUBLIC COMMENT OPPORTUNITY**

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

## **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **A. PLUMAS COUNTY TOURISM**

- 1) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas declaring its intention to renew Plumas County Tourism Marketing District (PCTMD) ; approved as to form by County Counsel; discussion and possible action.

### **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. SHERIFF'S OFFICE**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and CorrecTek, Inc., to provide electronic medical record software for the Plumas County Correctional Facility; effective October 1, 2025; not to exceed \$250,000.00; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office; 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 Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 01, 2025, through June 30, 2027; not to exceed \$15,645.21; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office approved as to form by County Counsel.

**B. FACILITY SERVICES**

- 1) Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant 2 FTE 1 Maintenance Worker I and 1 Maintenance Worker II/III; (General Fund Impact) as approved in (FY25/26) adopted budget.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Pacific Underground Services for Beacon Tower Construction at Gansner Field; effective 10-21-2025; not to exceed (\$214,420.00; (No General Fund Impact) FAA and Cal Trans Grant funds and match from Airport Enterprise funds ; approved as to form by County Counsel

**C. BUILDING DEPARTMENT**

- 1) Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one (1.0) permanent FTE Permit Technician, due to employee resignation; (General Fund Impact) as approved in FY25-26 adopted budget.

**D. PUBLIC HEALTH AGENCY**

- 1) Approve and authorize Chair to sign Amendment No. 1 to the agreement between Plumas County Public Health Agency and Northern California EMS Inc. for an increase in the contracted amount due to a full grant award.(No General Fund Impact) (HPP); approved as to form by County Counsel.

**E. SOCIAL SERVICES**

- 1) Approve **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the Plumas County Department of Social Services, Budget Unit #70590, and

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

**2. DEPARTMENTAL MATTERS**

**A. SHERIFF'S OFFICE** - Chad Hermann

- 1) Approve and authorize a budget transfer in the amount of \$398.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator); discussion and possible action. **Four/fifths roll call vote.**
- 2) Adopt **RESOLUTION** revising the Sheriff's Patrol Commander and Sheriff Investigations Sergeant/Code Compliance Supervisor Job Classifications; General Fund Impact as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

**B. TREASURER/TAX-COLLECTOR** - Julie White

- 1) Authorize Indian Valley Recreation and Park District (IVPRD) to remove funds from the County Treasury Pool in the estimated amount of \$594,000, and approve a mutually acceptable date of withdrawal which will be October 23, 2025; discussion and possible action.

**C. LIBRARY - Dora Mitchell**

- 1) Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the grant funding agreement number CLLS 25-60; (General Fund Impact) as approved in FY25/26 adopted budget (20675 / 44292); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**3. BOARD OF SUPERVISORS**

**A. APPOINTMENTS**

- 1) Adopt **RESOLUTION** appointing Joshua Mizrahi as the Plumas County Director of Human Resources, effective October 27, 2025, and adopting the salary, benefits, and terms and conditions of said position.; General Fund Impact, as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**.
- B. Receive and discuss Judicial Council of California's Notice of Preparation (NOP) to prepare an Environmental Impact Report (EIR) compliant with the California Environmental Quality Act (CEQA) for the proposed New Quincy Courthouse and Public Scoping Meeting Scheduled for October 23, 2025, from 6:00PM to 7:00PM at the Plumas County Fairgrounds, Mineral Building, 204 Fairgrounds Road, Quincy,; informational only.
- C. Plumas County Board of Supervisors response to the FY 24/25 Grand Jury Report; discussion and possible action.
- D. Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Declaring certain property Exempt Surplus Land under the Surplus Land Act; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- E. Adopt **RESOLUTION** of the Board of Supervisors of Plumas County granting the Real Property consisting of the Parcel described as APN: 117-021-001, to the Plumas Hospital District for the purpose of establishing a Perinatal Center for the Citizens of Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- F. Approve and authorize Plumas County Board of Supervisors to pay UpState CA. (Shasta-Cascade Wonderland Corporation a non-contract invoice in the amount of \$3,000 for advertisement in the 2026 UpState Visitors Guide; (General Fund Impact) use of budget line item (2003052 / 521811); discussion and possible action; **Four/fifths Roll call vote**.
- G. November 11, 2025, Board of Supervisors meeting, discussion on whether to have two meetings in November or hold another meeting in the month. Also, the Board of Supervisors and the Clerk of the Board are working on an annual calendar for the meetings, discussion and possible direction to staff.

**H. 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. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- B. Conference with Legal Counsel: Significant exposure to litigation, pursuant to Government Code §54956.9 (b) 1 case.
- C. Personnel: Public Employee Performance Evaluation - Clerk of the Board

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**5. ADJOURNMENT**

Adjourned meeting to Tuesday, November 4, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY**  
**CLERK OF THE BOARD OF SUPERVISORS**  
**MEMORANDUM**

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

**FROM:** Sharon Roberts

**MEETING DATE:** October 21, 2025

**SUBJECT:** Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas declaring its intention to renew Plumas County Tourism Marketing District (PCTMD) ; approved as to form by County Counsel; discussion and possible action.

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**Recommendation:**

Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas declaring its intention to renew Plumas County Tourism Marketing District (PCTMD) ; approved as to form by County Counsel; discussion and possible action.

**Background and Discussion:**

The PCTMD is a benefit assessment district proposed to continue a revenue source to help fund Sales & Marketing and Micro-Zone Marketing program efforts for western Plumas County lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed businesses. The renewed PCTMD includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of western Plumas County. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 1999" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

*Lodging* business owners decided to pursue renewal of the PCTMD in order to continue a revenue source devoted to marketing western Plumas County as a tourist, meeting and event destination. If renewed, the PCTMD would generate approximately \$390,000 on an annual basis for promotion of travel and tourism specific to western Plumas County.

**Action:**

Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas declaring its intention to renew Plumas County Tourism Marketing District (PCTMD) ; approved as to form by County Counsel; discussion and possible action.

**Fiscal Impact:**

None immediately. The County will receive a fee of two percent (2%) of the amount collected to cover its costs of administration. Because the PCTMD programs are intended to increase visitation to the County, there may be an increase in transient occupancy tax and sales tax collections.

**Attachments:**

1. ROI RESOLUTION - FINAL
2. Letters of Support PCT\_Combined
3. 2025 Signed Petitions
4. MDP PCTMD Renewal 8-29-25 FINAL
5. SR ROI PCTMD 9-30-25 Draft

6. Notice PCTMD 9-30-25 Draft
7. SR PM PCTMD 9-30-25 Draft

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS DECLARING ITS INTENTION TO RENEW THE PLUMAS COUNTY TOURISM MARKETING DISTRICT (PCTMD) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF**

**WHEREAS**, the County of Plumas created the Feather River Tourism Marketing District (FRTMD) on October 13, 2020, by Resolution No. 2020-8528; and

**WHEREAS**, the FRTMD was created for a five (5) year term which ends on December 31, 2025; and

**WHEREAS**, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the County of Plumas (County) to renew business improvement districts for the purposes of promoting tourism; and

**WHEREAS**, Plumas County Tourism (PCT), lodging business owners, and representatives from the County of Plumas have met to consider the renewal of the FRTMD under the updated name, the Plumas County Tourism Marketing District (PCTMD); and

**WHEREAS**, PCT has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the PCTMD, a service plan and budget, and a proposed means of governance; and

**WHEREAS**, lodging businesses who will pay more than fifty percent (50%) of the assessment under the PCTMD have petitioned the Board of Supervisors of the County of Plumas (Board) to renew the PCTMD.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS THAT:**

1. The recitals set forth herein are true and correct.
2. The Board finds that assessed businesses that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the renewal of the PCTMD. The Board accepts the petitions and adopts this Resolution of Intention to renew the PCTMD and to levy an assessment on all lodging businesses within the PCTMD boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The Board finds that the Plan satisfies all requirements of Streets and Highways Code §36622.
4. The Board declares its intention to renew the PCTMD and to levy and collect assessments on all lodging businesses within the PCTMD boundaries pursuant to the Property and Business Improvement District Law of 1994.
5. The PCTMD shall include all lodging businesses, existing and in the future, available for public

occupancy located within the boundaries of western Plumas County. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 19" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

6. The name of the district shall be the Plumas County Tourism Marketing District.
7. The annual assessment rate is three percent (3%) of gross short-term (stays less than 31 days) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty.
8. The assessments levied for the PCTMD shall be applied toward Sales & Marketing and Micro-Zone Marketing programs to market assessed lodging businesses in the PCTMD as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which PCTMD assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.
9. The renewed PCTMD will have a ten (10) year term, beginning January 1, 2026 or as soon as possible thereafter, and ending ten (10) years from its start date, unless renewed pursuant to Streets and Highways Code § 36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony on establishing the PCTMD and levying assessments are set for November 4, 2025, at 10:00 AM, or as soon thereafter as the matter may be heard, at the Supervisors Board Room located at 520 Main Street, Room 308, Quincy, California 95971.
12. The time and place for the public hearing to establish the PCTMD and the levy of assessments are set for December 9, 2025, at 10:00 AM, or as soon thereafter as the matter may be heard, at the Supervisors Board Room located at 520 Main Street, Room 308, Quincy, California 95971. The Clerk of the Board is directed to provide written notice to the assessed businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than September 20, 2025.
13. At the public meeting and hearing the testimony of all interested persons for or against the renewal of the PCTMD may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the assessed businesses within the renewed PCTMD that will pay fifty percent (50%) or more of the estimated total assessment of the entire PCTMD, no further proceedings to renew the PCTMD shall occur for a period of one (1) year.
14. The complete Plan is on file with the Clerk of the Board and may be reviewed upon request.

15. This resolution shall take effect immediately upon its adoption by the Board of Supervisors.

**I HEREBY CERTIFY** that the foregoing Resolution of Intention was introduced and adopted at a regular meeting of the Board of Supervisors on the 21st day of October, 2025 by the following vote:

**AYES:**      **Board Members:**

**NOES:**      **Board Members:**

**ABSENT:**      **Board Members:**

**ABSTAIN:**      **Board Members:**

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**Chairman**

**ATTEST:**

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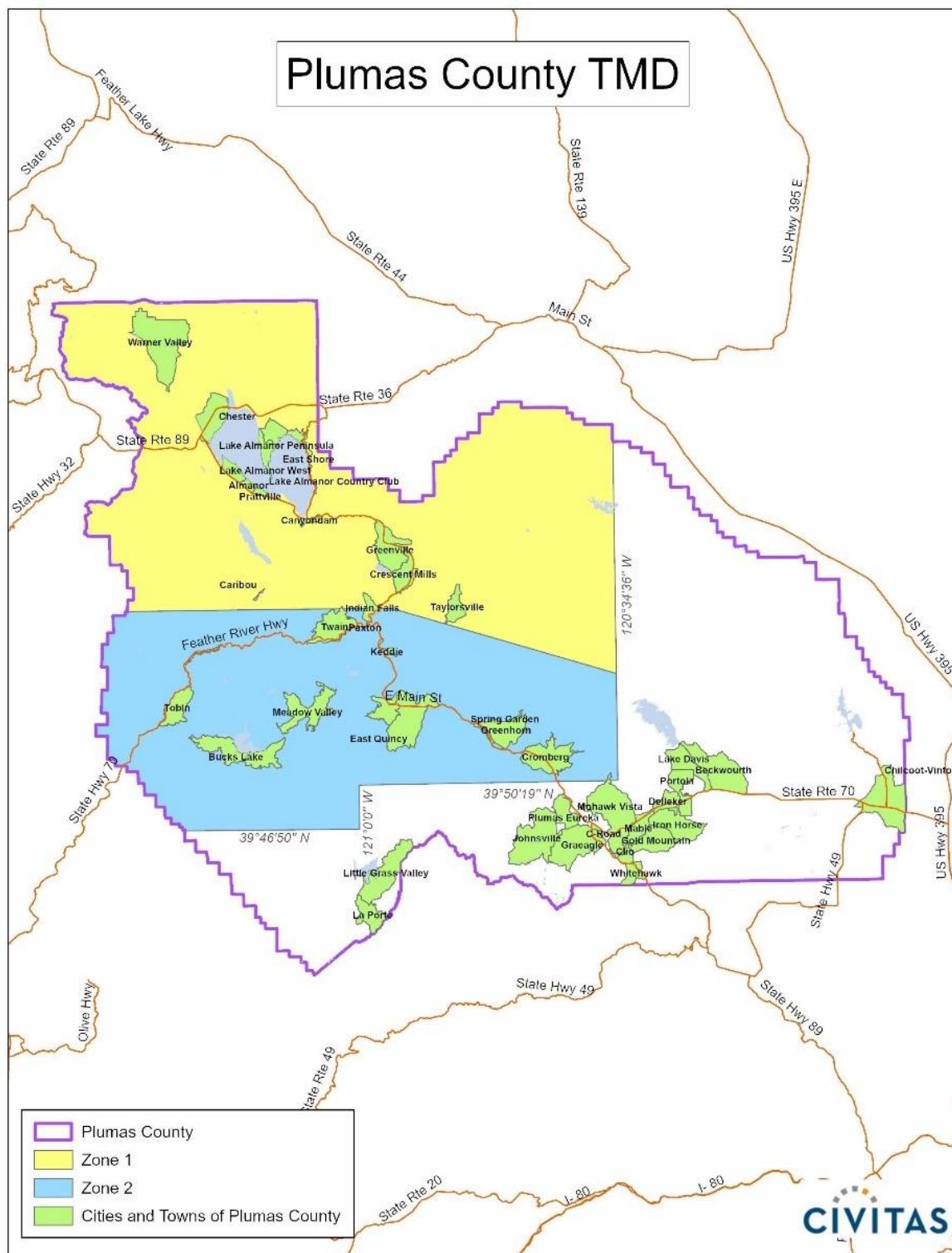
**Clerk of the Board**

Approved as to form:



Joshua Brechtel, Attorney  
County Counsel's Office

**EXHIBIT A**  
**District Boundaries**





91 Bradley St.  
Quincy, CA 95971  
530.283.4735  
[sweetsforyou@sbcglobal.net](mailto:sweetsforyou@sbcglobal.net)

October 9, 2025

To the Honorable Board of Supervisors,

**IT MATTERS.** As a business owner in Quincy, I write in strong support of Plumas County Tourism (PCT) and the Tourism Marketing District that funds their essential work.

Our communities have benefited from PCT's marketing efforts—both online and through the Bandwango Pass, an innovative tool that attracts and tracks visitation. Tourism is a critical driver of my business's viability, and PCT's outreach goes far beyond what I could achieve on my own.

Since its founding five years ago, PCT has made remarkable progress despite limited resources and a reliance on volunteer efforts. Their work is gaining traction in promoting a region that has traditionally gone without coordinated and cohesive marketing support.

Now is not the time to step back. We must dig deep and sustain the momentum of an effort that holds tremendous potential for all of us. As a business owner, I rely on this support. As a county, we need it to ensure the long-term economic vitality of our communities. Discontinuing the Tourism Marketing District would be a significant setback.

I respectfully urge you to vote in favor of continuing this county-wide effort. PCT is not only vital to my business—it's essential to the economic resilience and future of Plumas County.

Respectfully,

Amy Carey

Local Business Owner (31 years)





November 8-2025

**To the Honorable Board of Supervisors,**

As the owner of **Mountain Ventures LLC**, and as an investor deeply committed to the revitalization of Chester and the greater Lake Almanor Basin, we are writing in **strong support of renewing the Plumas County Tourism Business Improvement District (TBID)** and the essential work of **Plumas County Tourism (PCT)**.

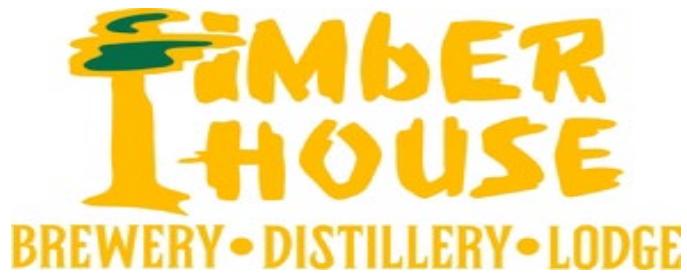
Our company is currently developing **The Fun Depot**, a 12,000-square-foot **Family Entertainment Center** featuring mini golf, arcade, duckpin bowling, and more—alongside our **new Lassen Laundromat**, which will serve both locals and visitors traveling through the area. These projects represent significant private investment in the economic future of our community, but their success depends heavily on attracting consistent year-round visitation to the Lake Almanor region.

The marketing and outreach efforts funded by the TBID have played a vital role in elevating Plumas County's visibility as a destination. The progress made by PCT over the past five years—despite limited resources and heavy reliance on volunteer leadership—has been impressive and is just beginning to gain measurable traction. For businesses like ours, which rely on both tourism and local economic vitality, that progress must continue.

Discontinuing the TBID would be a serious setback for the County's tourism economy and for business owners investing in its future. The coordinated promotion, destination branding, and digital marketing supported by PCT are not luxuries—they are **critical tools** for sustaining and growing our visitor base.

We respectfully urge you to **vote in favor of renewing the Tourism Business Improvement District**, ensuring that the County continues to build on the momentum we've all worked so hard to create. This investment benefits every business in Plumas County, from lodging and dining to recreation and retail, and helps ensure a resilient, thriving economy for years to come.

**Respectfully,**  
**Mark and Mary Lilley**  
Mountain Ventures LLC  
Developer of *The Fun Depot* and *Lassen Laundromat*  
Chester, California



October 10, 2025

To the Honorable Board of Supervisors,

As a business owner in Chester, I strongly support the Plumas County Tourism (PCT) and the Tourism Marketing District that funds their essential work.

Being in the restaurant and lodging business I see firsthand the deep impacts that seasonal changes on my business. The ability to sustain in the off season is a struggle each year. Marketing and promotion of Plumas County as a “must visit location” is imperative for the survival of our businesses and towns. PCT has worked hard given their limited resources to promote this Plumas County and have finally gained momentum that our business has benefited from.

We cannot stop now. If the Tourism Marketing District ceases to continue their promotion and marketing, all the work and advances will be for nothing and the positive impact on the county will be lost.

As a business owner who depends on year-round demand, I urge you to vote in support of this organization that is working so diligently to create a long-lasting future for Plumas Count. PCT is a key tool for my business and for the long-term economic resilience of Plumas County.

Respectfully,

A handwritten signature in black ink, appearing to read "Berton Bertagna".

Berton Bertagna



October 8, 2025

To the Honorable Board of Supervisors,

We write in strong support of the continued existence of Plumas County Tourism (PCT) and the Tourism Marketing District that sustains their work.

The Almanor Foundation has partnered with PCT as a key ally in advancing economic development across Plumas County. Together, we've worked to empower our communities through initiatives that strengthen the local economy, foster unity, and strategically allocate resources where they're needed most.

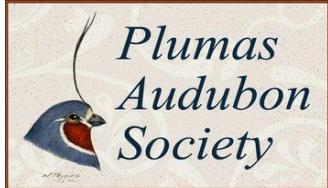
Following the Dixie Fire, PCT led the effort that we joined in producing video content that reminded visitors, and residents, that Plumas County remained vibrant and welcoming despite being the most impacted region. PCT has also supported our fundraising efforts for tourism infrastructure in the Almanor Basin and continues to be a trusted collaborator in broader economic development strategies.

As a foundation committed to serving all of Plumas County, not just one region, we rely on organizations like PCT that share this county-wide vision. While some areas have opted out of unified efforts, we remain hopeful that collaboration across communities is not only possible, but essential.

We respectfully urge you to vote in favor of continuing the Tourism Marketing District. It is a vital tool for economic resilience, regional unity, and the future of Plumas County.

With appreciation,

  
Josh Huddleston  
The Almanor Foundation



September 8, 2025

**Board of Directors**

Mitch Poling

*President*

Darryl Swarm

*Vice President*

Faith Strailey

*Secretary*

Terri Rust

*Treasurer*

Piers Strailey

*Director*

Rocki Erickson

*Director*

**Staff**

Elizabeth Ramsey

*Executive Director*

Lauren James

*Field Operations Manager*

*& Development Assistant*

Ellie Hinrichs

*Outreach Coordinator &*

*Administrative Assistant*

Mikayla Eager

*Education Coordinator &*

*Outreach Assistant*

**Re: Plumas County Tourism Renewal**

To Whom It May Concern,

Plumas Audubon Society (PAS) appreciates its continuing partnership with Plumas County Tourism. The support PAS receives as a recipient of funding from the Plumas County Tourism Microzone Grant program is incredibly valuable. PAS's annual fundraiser and eco-tourism event, The Grebe Festival, is a three-day event bringing travelers to Plumas County on an annual basis. Grant funding from the program greatly impacts the quality of the event offerings and PAS's advertising and marketing efforts, in-turn increasing overall attendance at the event.

Sincerely,

Elizabeth Ramsey

Executive Director

Plumas Audubon Society

## **Letter of Support—Plumas County Tourism Microzone Grant**

The Plumas County Tourism Microzone Grant has greatly supported Sierra Buttes Trail Stewardship's mission to strengthen Lost Sierra mountain communities by providing critical support to promote events like Lost and Found Gravel Festival and Mountains to Meadows Endurofest to a wide audience.

Lost and Found Gravel Festival is held each year in June in Portola, and this year, our marketing outreach efforts through print, social media and digital ads, which were supported by the Tourism Grant, helped us bring more than 1,000 racers to Portola, with each racer spending an average of \$310 in the area during their weekend visit, according to our post-race survey.

The Grant also supported SBTS' marketing efforts around a new race event this September held in Quincy: Mountains to Meadows Endurofest, which brought more than 400 racers to the Plumas Sierra County Fairgrounds for the weekend. Throughout the weekend, racers, volunteers and supporters explored the trails on Mt. Hough and the South Park trail network, as well as patronized local establishments like Quintopia and Rich Bar. Some stayed after the event to further explore the area.

These race weekends pulled visitors from regional hubs like Truckee/Tahoe, Reno and the Bay Area, but also Colorado, Utah, Oregon, Washington, Arizona, Idaho and as far away as Florida and New York, exposing Plumas County to folks who may never otherwise visit the area and who are more likely to return to race again or further experience the recreation opportunities.

We're so appreciative of the support from the Plumas County Tourism Microzone Grant and look forward to continuing the work together in the future.

Nicole Formosa  
Marketing/Communications Manager  
Sierra Buttes Trail Stewardship

To Whom It May Concern,

The Plumas County Tourism Microzone Grant has been instrumental in the success of the Lost Sierra Plein Air Art Festival. This funding has been essential in helping the Lost Sierra Plein Air Festival reach a national audience through advertising and promotion, drawing up to 60 artists from across the nation and around the world to Plumas County for a full week each May. Their presence and the visitors they draw not only elevates our county's reputation as a cultural destination, but also generates substantial economic benefits by staying at our local hotels and rentals, eating at our restaurants, and shopping in town. We are grateful for this investment in tourism and the arts, which strengthens both our economy and our community.

Sincerely,

Mark V Reynolds

Owner of Bear Creek Frames and founder of

The Lost Sierra Plein Air Art Festival

On behalf of the Johnsville Historical Society, I am writing this letter of support for Plumas County Tourism and the Microzone Grant Program they are hoping to renew.

The Johnsville Historical Society received one of the first Plumas County Tourism Microzone Grants last year. The grant funds were instrumental in the JHS launching its first historical walking tour event in Johnsville last July. This event was held in conjunction with Gold Discovery Days at the Plumas Eureka State Park.

Those who attended the JHS event were very enthusiastic about the walking tour and several participants commented on how much they learned about Johnsville and its history.

The JHS also had a wide array of traditional games played during the mining era in Johnsville. The children who attended the event had a great time making paper dolls, coloring illustrations of the wildlife found in Plumas County, and playing with an old fashioned wooden train set, among other activities. Parents got involved as well and commented on how much fun they and their children were having.

Several people who attended the event asked if we were going to have the event in 2026 and if so, they wanted to bring friends and other family members.

Given the success of the JHS event in July, thanks in part to the grant we received from Plumas County Tourism, we are in full support of Plumas County Tourism's efforts to renew their funding for another year.

Signed,

Colleen McKeown  
Johnsville Historical Society Board Member

**PETITION TO THE COUNTY OF PLUMAS  
TO RENEW THE PLUMAS COUNTY TOURISM MARKETING DISTRICT**

We petition you to initiate proceedings to renew the Plumas County Tourism Marketing District (PCTMD) in accordance with the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., for the purpose of providing services as described in the summary of the Management District Plan attached hereto as Exhibit A.

**Business Establishment & Address**

**Business Owner**

Cedar Lodge 1487 County Rd 324 Oliver Vane  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

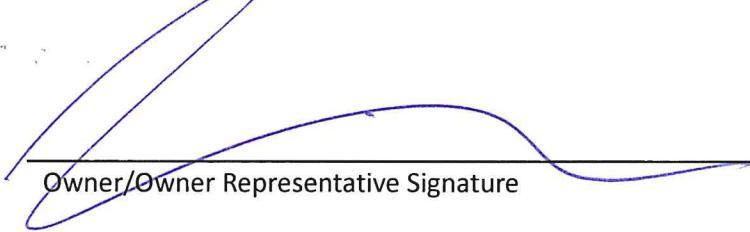
**The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.**

Oliver Vane

Owner /Owner Representative Name (printed)

Owner

Title

Oliver Vane  
 Owner/Owner Representative Signature

8/9/25

Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

**PETITION TO THE COUNTY OF PLUMAS  
TO RENEW THE PLUMAS COUNTY TOURISM MARKETING DISTRICT**

We petition you to initiate proceedings to renew the Plumas County Tourism Marketing District (PCTMD) in accordance with the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., for the purpose of providing services as described in the summary of the Management District Plan attached hereto as Exhibit A.

**Business Establishment & Address**

*Antlers Inn*

**Business Owner**

*Mark & Mary Lilley*

**The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.**

*Mark Lilley*  
Owner /Owner Representative Name (printed)

*Owner*  
Title

*Mark Lilley*  
Owner/Owner Representative Signature

*6-23-2025*  
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

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**Business Establishment & Address**

Creekview Guest House  
(Airbnb)

48792 Hwy 70

Quincy CA 95971

**Business Owner**

Matt Berry

Owner/Owner Representative Name (printed)

Owner

Owner/Owner Representative Signature

9/11/25

Date

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Business Establishment & Address

Rental 735 Jackson  
Quincy

Business Owner

John Sheehan

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Joh Sheehan  
Owner /Owner Representative Name (printed)

9/4/25  
Title

\_\_\_\_\_  
Owner/Owner Representative Signature

\_\_\_\_\_  
Date

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Shannon Greer  
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**Business Establishment & Address**

River Ranch RV  
42331 Highway 70  
Quincy CA 95971

**Business Owner**

River Ranch RV, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

  
\_\_\_\_\_  
Owner/Owner Representative Name (printed)

  
\_\_\_\_\_  
Title

Dayne Lewis  
Owner/Owner Representative Signature

7-30-25  
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
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530-280-7187

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**Business Establishment & Address**

Pine Aire Resort & Motel  
26110 Hwy 70, Twain CA.  
95984 - 530-283-1730  

---

---

**Business Owner**

Victor M. Rangel  

---

---

**The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.**

Victor M. Rangel  
Owner/Owner Representative Name (printed)

Owner  
Title

Victor M. Rangel  
Owner/Owner Representative Signature

7-1-25  
Date

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Shannon Greer  
Plumas County Tourism  
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530-280-7187

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**Business Establishment & Address**

Pioneer RV Park  
1326 Pioneer Road  
Quincy, CA 95971

**Business Owner**

Pioneer RV Park  
1326 Pioneer Road  
Quincy, CA 95971

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Thomas Pacelli  
Owner /Owner Representative Name (printed)

Property Manager  
Title

Thomas Pacelli  
Owner/Owner Representative Signature

09/02/2025  
Date

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Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

**Business Owner**

Lake Almanor  
Brokers Vacation Rentals

452 Peninsula Drive  
Lake Almanor, CA  
96137

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

William Taylor  
Owner /Owner Representative Name (printed)

Broker  
Title

William Taylor  
Owner/Owner Representative Signature

8-8-25  
Date

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Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

Leisure RV 124 Feather River Dr Chester CA

**Business Owner**

Travis and Kacie Broussard

**The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.**

Kacie Broussard

Owner /Owner Representative Name (printed)

Owner

Title



Owner/Owner Representative Signature

6/23/25

Date

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Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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### **Business Establishment & Address**

### Business Owner

Quincy (Courtyard) Suites  
436 & 438 Main St  
Quincy, CA 95971

Riccardo Jacobus

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Ricardo Jacobus  
Owner /Owner Representative Name (printed)

Owner /Owner Representative Name (printed)

POWER

## Title

Owner/Owner Representative Signature

Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

Airbnb  
316 Baker Way  
Quincy CA 95971

**Business Owner**

Mava & Darren  
Beatty

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Mava Beatty  
Owner /Owner Representative Name (printed)

owner  
Title

Mava Beatty  
Owner/Owner Representative Signature

6/23/25  
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

Plumas Pines Resort  
3000 Almanor Dr. West  
Canyon Dam CA 95923

**Business Owner**

Todd Geer

**The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.**

Todd Geer

Owner /Owner Representative Name (printed)

Manager/owner

Title

Todd Geer  
Owner/Owner Representative Signature

5-7-25

Date

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Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

Coldwell Banker  
Property Management  
244 Main St, Chester  
96020  
PO Box 556

**Business Owner**

Timothy O'Brien

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Timothy O'Brien

Owner /Owner Representative Name (printed)

President

Title

Timothy O'Brien

Owner/Owner Representative Signature

6/24/25

Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

**Business Owner**

Best Western Rose Quartz Inn Gulam Fareed  
306 Main ST. Chico, CA 95920

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Gulam Fareed

Owner /Owner Representative Name (printed)

G. P

Title

Gulam Fareed

6-20-2025

Owner/Owner Representative Signature

Date

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Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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### **Business Establishment & Address**

### Business Owner

RANCHITO MOTEL  
2020 E. MAIN ST  
QUINCY, CA 95971

TRACY WIXTED

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

TRACY WIXTED  
Owner /Owner Representative Name (printed)

OWNER  
Title

Owner/Owner Representative Signature

6-24-25

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Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

Gold Pan Lodge  
200 Crescent St Quincy  
CA 95971

**Business Owner**

Ghulam Fareed  
President  
6-20-2025

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Ghulam Fareed  
Owner /Owner Representative Name (printed)

President  
6-20-2025  
Title

Ghulam Fareed  
Owner/Owner Representative Signature

6-20-2025  
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

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**Business Establishment & Address**

**Business Owner**

Timber House 501 Main St

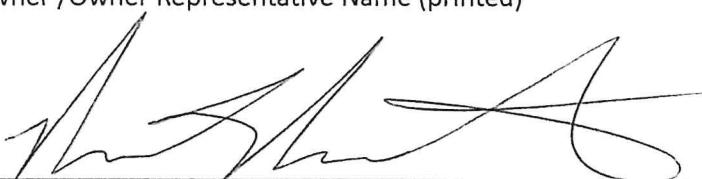
Berton Bertagna

Lake Almanor Lodge 545 Martinway Berton Bertagna

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Berton Bertagna  
Owner /Owner Representative Name (printed)

Owner  
Title

  
Owner/Owner Representative Signature

6/24/25  
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

**PETITION TO THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
TO FORM THE FEATHER RIVER TOURISM MARKETING DISTRICT**

We petition you to initiate proceedings to form a Tourism Marketing District in accordance with the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., for the purpose of providing services as described in the summary of the Management District Plan attached hereto as Exhibit A.

Lodging Establishment

Multiple Locations  
See attached

Business Owner

P G + E

2730 Gateway Oaks  
Sacramento, CA  
95883

Dan Blair

Owner Representative/Owner Name (printed)

Senior Government Relations  
Title  
Representati

  
Owner/Representative Signature

10/17/19  
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Carson Lambeth, Special Projects Manager  
Civitas  
1102 Corporate Way, Ste 140  
Sacramento, CA 95831  
clambeth@civitasadvisors.com  
916-437-4300

**PETITION TO THE COUNTY OF PLUMAS  
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Business Establishment & Address

Lakeshore Resort

Business Owner

Jason Stenrett

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

Jason Stenrett  
Owner/Owner Representative Name (printed)

Owner  
Title

Jason Stenrett  
Owner/Owner Representative Signature

8/13/25  
Date

A complete copy of the Management District Plan will be furnished upon request. Requests for a complete copy of the Management District Plan should be made to:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, CA 95971  
530-280-7187

2026-2035



**Plumas County  
TourismMarketing District  
Management District Plan**

*Prepared pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.*

**April 7, 2025**

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Prepared by  
Civitas



## I. OVERVIEW

Developed by Plumas County lodging businesses and Plumas County Tourism (PCT), (formerly the Feather River Tourism Association), the Plumas County Tourism Marketing District (PCTMD) is an assessment district proposed to continue to provide specific benefits to payors by funding sales & marketing promotion efforts for assessed lodging businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The Feather River Tourism Marketing District was initially created in 2021 for a five (5) year term. Plumas County lodging businesses and PCT now wish to renew the Feather River Tourism Marketing District under the updated name, PCTMD, for an additional ten (10) year term.

**Location:** The renewed PCTMD includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of Western Plumas County, as shown on the map in Section IV. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 19" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

**Services:** The PCTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. PCTMD Sales & Marketing and Micro-Zone Marketing programs will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

**Budget:** The total PCTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$390,000. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, and as businesses open and close.

**Cost:** The annual assessment rate is three percent (3%) of gross short-term (stays less than 31 days) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty.

**Collection:** The County of Plumas (County) will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the PCTMD. The County shall take all reasonable efforts to collect the assessments from each assessed lodging business.

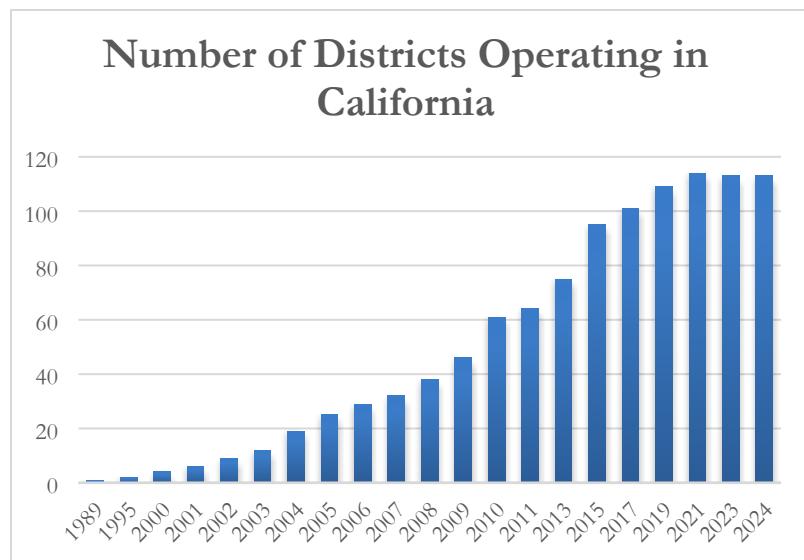
**Duration:** The renewed PCTMD will have a ten (10) year life, beginning January 1, 2026 or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the PCTMD may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

(94 Law) if assessed lodging business owners support continuing the PCTMD programs.

Management: PCT shall continue to serve as the PCTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the Board of Supervisors.

## II. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model –Illinois, Minnesota, Massachusetts, Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TMD. Additionally, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.



California's TMDs collectively raise over \$300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Plumas County lodging businesses continue to invest in stable, commerce-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow

tourism business owners to organize their efforts to increase commerce. Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase commerce.

In California, most TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are **designed, created and governed by those who will pay** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

### III. ACCOMPLISHMENTS

The Feather River Tourism Marketing District was initially created in 2021 for a five (5) year term. PCT shall continue to serve as the PCTMD's Owners' Association. A few highlights from the past five (5) years of the Feather River Tourism Marketing District include:

- Developed the Feather River Tourism Marketing District (FRTMD) with early stakeholder investment of \$37,000. Start-up funds repaid in 2022. Assessments were collected.
- Awarded “Best District” by Civitas in February 2021.
- Contracted with SMG Consulting to conduct county-wide focus groups and develop a Three-Year Strategic Plan in 2021.
- Created branding and logo for Plumas County Tourism with multiple design iterations.
- Established brand identity emphasizing Plumas County’s unique appeal—far from maddening crowds, wide open spaces, and quaint and quirky charm.
- Transitioned from an all-volunteer board to professional staffing, hiring an Executive Director. Contract with public relations firm Sansone Plus.
- Developed organizational structure, policies, and systems for long-term sustainability.
- Worked directly with Airbnb to notify all Airbnb lodging providers of the new requirement to obtain a TOT certificate for each property they operate.
- Instrumental in county policy changes, requiring all Airbnb lodging providers to obtain a Transient Occupancy Tax (TOT) certificate.
- Collaborated with the USDA Forest Service to introduce a new concessionaire in the county, contributing to TOT and FRTMD assessments.
- Strengthened regional partnerships with Visit California, Explore Butte County, Choose Redding, Discover Siskiyou, and Visit El Dorado County.
- Relaunched PlumasCounty.org on July 1, 2022, with a mobile-friendly design showcasing outdoor recreation and local businesses. Local lodging providers, restaurants, retail, golf courses, wedding vendors, and local guides were contacted to include them on the website. Organizations that have local entertainment and festivals were encouraged to submit events.
- Hired Bliss Branding in June 2023 for social media strategy, leading to growth from 4,000 to 6,000 followers on Facebook and from 900 to 13,000 on Instagram.
- Collaborated with other groups in Plumas County to produce three videos countering the “burn scar” image post-Dixie Fire, highlighting recovery efforts.
- Featured on ABC10’s Bartell’s Backroads in 2023, showcasing Christmas tree cutting in Plumas County (aired five times during the holiday season).
- Participated in the Awesome Autumn campaign, securing inclusion in the San Francisco Chronicle, weekly Facebook posts on California Fall Color, and sponsored banner ads.
- Co-sponsored the BAM Pro/Am Bass Tournament at Lake Almanor, gaining national TV coverage.
- Partnered with Weekend Sherpa (an online publication promoting local outdoor activities in California), producing five stories, six videos, dozens of photos, and a podcast.
- Created targeted print and digital ads with Visit California, Nor-Cal, Sierra Rec, Mountain Valley Living, Yosemite National Park Journal, and others.

- Executed comprehensive marketing campaigns, including blogs, digital/print ads, social media engagement, public relations (press releases), and email newsletters.
- Launched an interactive campaign to grow our email subscriber list, expanding outreach to potential visitors.
- Developed a digital and print press kit for media, offering an in-depth look at Plumas County's attractions.
- Attended Nor-Cal and So-Cal Media Receptions (Visit California), connecting with 180+ editors, freelancers, and travel influencers.
- Secured a PBS feature on Plumas County, airing spring 2025, as a direct result of media networking efforts.
- Funded over \$102,000 in local event grants, ensuring marketing dollars attract out-of-town visitors.
- Implementing Bandwango software in 2025, creating interactive tours and digital itineraries to enhance visitor engagement and boost local business traffic.

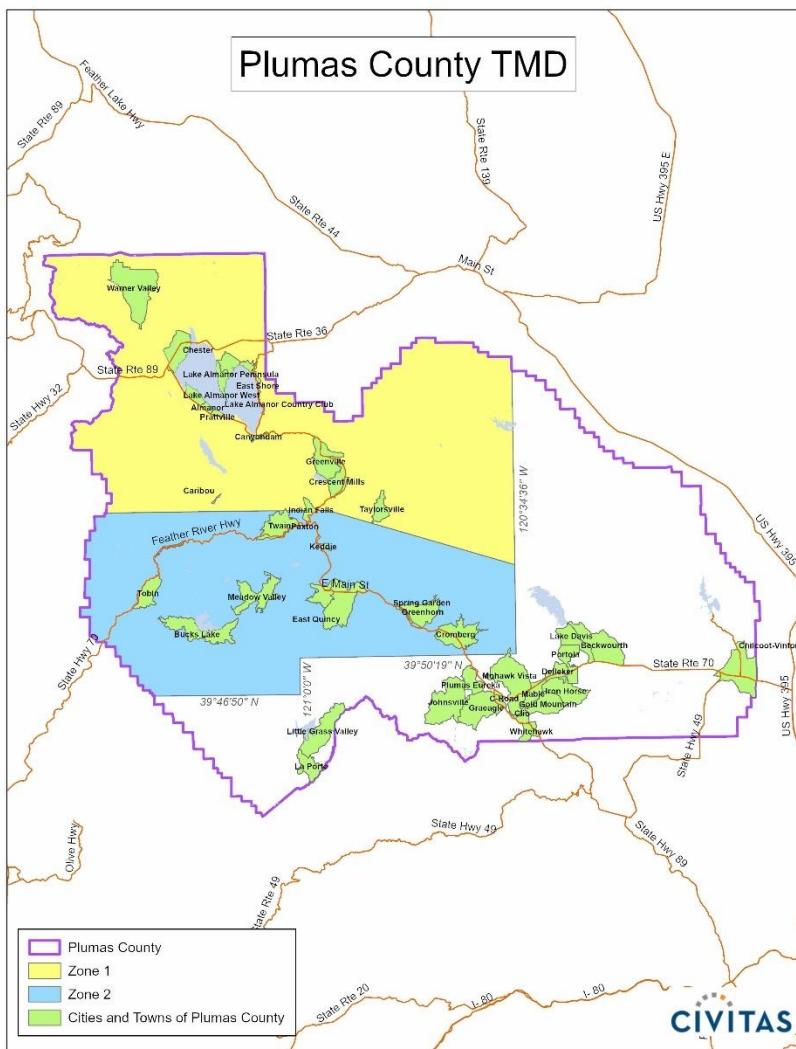
## IV. BOUNDARY

The PCTMD will continue to include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of Western Plumas County, as shown on the map below.

The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude  $120^{\circ} 34' 36''$  W from the Plumas County boundary in the north to latitude  $39^{\circ} 50' 19''$  N and longitude  $121^{\circ} 0' 0''$  W from latitude  $39^{\circ} 50' 19''$  N to latitude  $39^{\circ} 46' 50''$  N, and the southern boundary is latitude  $39^{\circ} 50' 19''$  N from longitude  $120^{\circ} 34' 36''$  W to longitude  $121^{\circ} 0' 0''$  W and latitude  $39^{\circ} 46' 50''$  N from longitude  $121^{\circ} 0' 0''$  W to the Plumas County boundary.

Lodging business means: any building, portion of a building, reserved outdoor space, or other premises rented for use by transients for overnight lodging, and shall refer to the following premises, among others but not exclusively: motel, hotel, inn, tourist home, bed and breakfast, rooming house, apartment house, mobile home park, recreational vehicle park, campground, or parking area.

A complete listing of assessed lodging businesses within the renewed PCTMD can be found in Appendix 2.

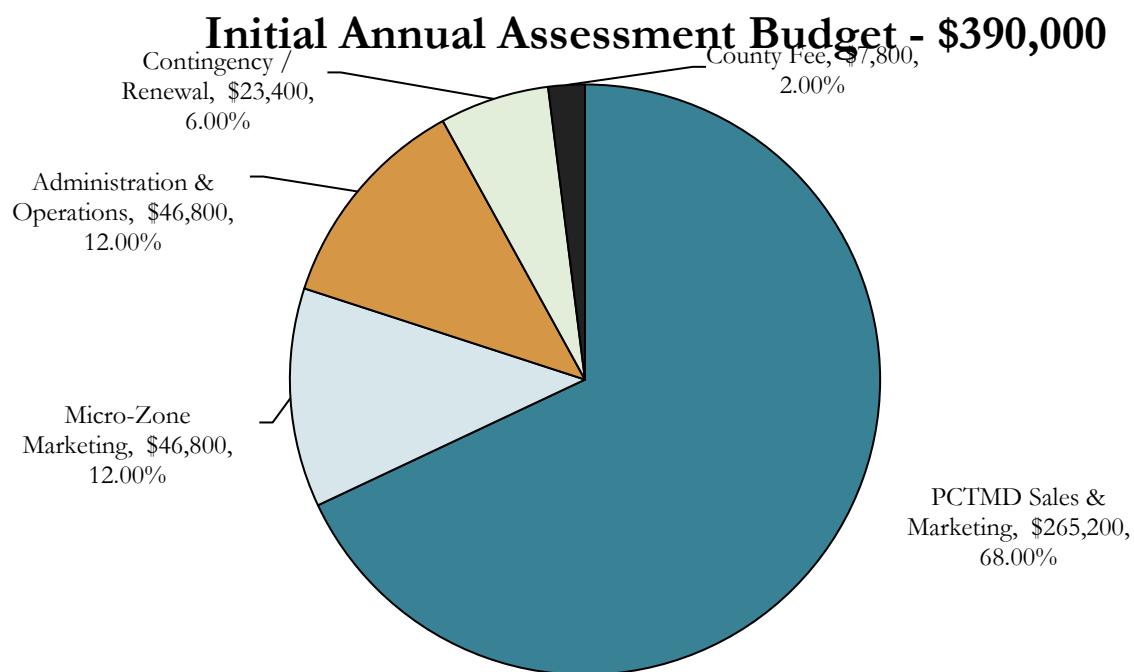


## V. ASSESSMENT BUDGET AND SERVICES

### A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the County of conferring the benefits or granting the privileges. The privileges and services provided with the PCTMD funds are PCTMD Sales & Marketing and Micro-Zone Marketing programs available only to assessed lodging businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed lodging businesses. A detailed annual assessment budget will be developed and approved by the PCT Board. The chart below illustrates the initial annual assessment budget allocations. These activities and allocations will also apply in subsequent years. The total initial assessment budget is estimated to be \$390,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the PCT Board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the PCTMD, any and all assessment funds may be used for the costs of defending the PCTMD.

Each budget category includes all costs related to providing that service. For example, the PCTMD Sales & Marketing budget includes the cost of staff time dedicated to overseeing and implementing the PCTMD Sales & Marketing program. Staff time dedicated purely to administrative tasks is allocated to the Administration & Operations portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories. The staffing levels necessary to provide the services below will be determined by PCT on an as-needed basis.

## **PCTMD Sales & Marketing**

The PCTMD Sales & Marketing program will promote assessed lodging businesses as tourist, meeting, and event destinations. The PCTMD Sales & Marketing program will have a central theme of promoting the PCTMD as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed lodging businesses, and may include the following activities:

- Promotion for PCTMD;
- Updating Marketing/Strategic Plan as needed;
- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed lodging businesses;
- Print ads in magazines and newspapers targeted at potential visitors to drive overnight visitation and room sales to assessed lodging businesses;
- Television ads targeted at potential visitors to drive overnight visitation and room sales to assessed lodging businesses;
- Radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed lodging businesses;
- Attendance of trade shows to promote assessed lodging businesses;
- Sales blitzes for assessed lodging businesses;
- Familiarization tours of assessed lodging businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed lodging businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed lodging businesses;
- Lead generation activities designed to attract tourists and group events to assessed lodging businesses, including maximizing alliances with professional organizations that target group business, or database services that track group opportunities to develop new leads for assessed businesses;
- Destination product development programs and infrastructure improvements designed to drive overnight visitation and room sales to assessed lodging businesses;
- Subsidizing events that benefit the assessed lodging businesses in the Micro-Zones;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed lodging businesses;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits to assessed lodging businesses; and
- Education of lodging business management and PCT on marketing strategies best suited to meet assessed lodging business's needs;
- Partnerships with both local and state tourism organizations to target key international markets to increase overnight visitation at assessed lodging businesses;
- Development and implementation of public relations and communications strategy inclusive of social media outlets and press release distribution designed to drive overnight visitation at assessed lodging businesses;
- Acquisition and utilization of new technologies for novel marketing initiatives to increase overnight visitation at assessed lodging businesses;
- Development of a marketing plan to ensure PCTMD funds are strategically spent to increase visitation at assessed businesses;
- Development of return on investment (ROI) analysis on PCTMD funds to improve effectiveness and increase demand for overnight visitation at assessed lodging businesses;

- Comprehensive and integrated wayfinding signage system including signage to assessed businesses and/or points of interest to enhance the visitor experience, increasing overnight visitation;
- Develop and implement visitor services enhancements, including:
  - Brand-centric visitor services training program for both public and private staff
  - Community and industry relations
  - Workforce development
  - Business support and advocacy

### **Micro-Zone Marketing**

The Micro-Zone Marketing program will focus on local tourism promotions. Each micro-zone will have funds set aside for local tourism promotions. Each of the two (2) micro-zones will receive an allocation based on that micro-zone's contribution percentage to the overall PCTMD budget. If a micro-zone needs additional funds it may request additional funds from the PCT Board, to be taken from the PCTMD Sales & Marketing portion of the PCTMD budget.

Any funds that are not used in a calendar year can be reserved for the next calendar year with an explanation of retention from the micro-zone's PCT Director to the PCT Board. If a micro-zone has unused funds from the current year's allocation and cannot submit plans for use of the funds in the subsequent calendar year, those funds will be returned to the Micro-Zone Marketing fund for distribution among all micro-zones, by percentage, in the next calendar year.

The Micro-Zone Marketing program will have a central theme of promoting each micro-zone as a desirable place for overnight visits. PCT Directors from each micro-zone will make decisions regarding use of funds dedicated to that micro-zone. The programs will have the goal of increasing overnight visitation and room night sales at assessed lodging businesses, and may include the same or similar activities as PCTMD Sales & Marketing programs, listed above.

The micro-zones in the PCTMD are described below and shown in detail on the map in Section IV:

1. Quincy, Bucks Lake, Keddie, Twain and Belden; and
2. Lake Almanor, Chester, Canyondam, Greenville, Crescent Mills and Taylorsville.

### **Administration & Operations**

The Administration & Operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy and other general administrative costs such as insurance, legal, and accounting fees.

### **County Fee**

The County shall retain a fee equal to two percent (2 %) of the amount of assessment collected to cover its costs of collection and administration. The fee retained by the County to cover its cost of collection and administration shall not exceed \$12,000 per year.

## **Contingency/Renewal**

The assessment budget includes a contingency line item to account for lower than anticipated collections or higher than anticipated program costs, if any. Up to six percent (6%) of the assessment budget may be allocated to the contingency/reserve in any given year. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration or renewal costs at the discretion of the PCT Board. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the PCT Board. Contingency/renewal funds may be spent on PCTMD activities or administrative and renewal costs in such proportions as determined by the PCT Board. The reserve fund may be used for the costs of renewing the PCTMD.

## **B. Annual Budget**

The total ten (10) year assessment budget is projected at approximately \$390,000 annually, or \$3,900,000 through the ten (10) year term of the PCTMD. A similar assessment budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do, and as businesses open and close.

## **C. California Constitutional Compliance**

The PCTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term ‘assessments’ to levies on real property.<sup>1</sup> Rather, the PCTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the PCTMD, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the County of conferring the benefits or providing the services.

### **1. Specific Benefit**

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”<sup>2</sup> The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the PCTMD. The activities described in this Plan are specifically targeted to increase demand for room night sales for assessed lodging businesses within the boundaries of the PCTMD, and are narrowly tailored. PCTMD funds will be used exclusively to provide the specific benefit of increased demand for room night sales directly to the assessee. Assessment funds shall not be used to feature non-assessed lodging businesses in PCTMD programs, or to directly generate sales for non-assessed lodging businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed lodging businesses. Nothing in this Plan limits the ability of the Owners’ Association to enter into private contracts with non-assessed lodging businesses for the provision of services to those businesses.

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<sup>1</sup> *Jarvis v. the City of San Diego* 72 Cal App. 4<sup>th</sup> 230

<sup>2</sup> Cal. Const. art XIII C § 1(e)(1)

The assessment imposed by this PCTMD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in demand for room night sales. The specific benefit of an increase in demand for room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with PCTMD Sales & Marketing and Micro-Zone Marketing programs promoting lodging businesses paying the PCTMD assessment. The PCTMD Sales & Marketing and Micro-Zone Marketing programs will be designed to increase room night sales at each assessed lodging business. Because they are necessary to provide the PCTMD Sales & Marketing and Micro-Zone Marketing programs that specifically benefit the assessed lodging businesses, the Administration & Operations services and Contingency/Renewal budget also provide the specific benefit of increased demand for room night sales to the assessed lodging businesses.

Although the PCTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”<sup>3</sup>

## ***2. Specific Government Service***

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”<sup>4</sup> The legislature has recognized that marketing and promotions services like those to be provided by the PCTMD are government services within the meaning of Proposition 26<sup>5</sup>. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”<sup>6</sup>

## ***3. Reasonable Cost***

PCTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by PCT, and reports submitted on an annual basis to the County. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from PCTMD-funded activities, be featured in advertising campaigns, and benefit from other PCTMD-funded services. The assessed lodging business list was compiled from records provided by the jurisdiction and complies with the requirements of the 94 Law. Pursuant to Streets and Highways Code Section 36615, the Board of Supervisors’ determination of ownership is final and conclusive, with no obligation to obtain other information. Non-assessed lodging businesses will not receive these, nor any other, PCTMD-funded services and benefits.

The PCTMD-funded programs are targeted directly to benefit assessed lodging businesses. PCTMD funds shall only be spent to benefit the assessed lodging businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

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<sup>3</sup> Government Code § 53758(a)

<sup>4</sup> Cal. Const. art XIII C § 1(e)(2)

<sup>5</sup> Government Code § 53758(b)

<sup>6</sup> Government Code § 53758(b)

## **D. Assessment**

The annual assessment rate is three percent (3%) of gross short-term (stays less than 31 days) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty.

The assessment was calculated based on the total cost of the activities to be provided for the benefit of the lodging businesses within the PCTMD, with costs allocated based on the proportional benefit conferred to each lodging business. Activities funded by the PCTMD, are specifically targeted to increase room nights at assessed lodging businesses. All room night sales do not represent the same benefit to the payors. For example, a higher priced room night is of greater benefit than a lower priced room night because the assessee derives greater revenue. To account for this benefit differential and to make sure the benefits are proportional, an assessment formula based on a percentage of revenue has been selected. The proposed formula accurately reflects greater benefit to assessed lodging businesses with higher priced room nights.

The term "gross short-term (stays less than 31 days) sleeping room rental revenue" as used herein means: the fee or charge received by an operator as gross proceeds paid by a transient for lodging; also, "gross short-term (stays less than 31 days) sleeping room rental revenue" shall refer to such receipts in the form of money.

Gross short-term (stays less than 31 days) sleeping room rental revenue shall not include, and therefore the assessment shall not be charged upon, any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the PCTMD assessment is identified separately it shall be disclosed as the "PCTMD Assessment." As an alternative, the disclosure may include the amount of the PCTMD assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for calculation of transient occupancy taxes.

Bonds shall not be issued.

## **E. Interest and Overdue Charges**

The PCTMD shall reimburse the County for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent PCTMD assessment are sought to be recovered in the same collection action by the County, the PCTMD shall bear its pro rata share of such collection costs. Assessed lodging businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquencies:* Any lodging business which shall fail to remit any assessment imposed within the time required shall pay an overdue charge in the amount of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquencies:* Any lodging business which shall fail to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency overdue charge in the amount of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) overdue charge first imposed.
3. *Fraud:* If determined that the nonpayment of any remittance due is due to fraud, an overdue charge in the amount of twenty-five percent (25%) of the amount of the assessment shall be added thereto, in addition to the overdue charges set forth in subsections 1 and 2 of this section.
4. *Interest:* In addition to the overdue charges imposed, any lodging business which shall fail to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month, on the amount of the assessment, exclusive of overdue charges, attaching on the first day of the month in which the assessment became delinquent and on the first day of each month thereafter to the time of payment. If the last day of a month falls on a Saturday, Sunday, or legal holiday, the additional one percent (1%) shall attach after 5:00 PM on the next business day.
5. *Overdue charges and Interest Merged with Assessment:* Every overdue charge imposed, and such interest as accrues, shall become part of the assessment required to be paid.

#### **F. Time and Manner for Collecting Assessments**

The PCTMD assessment will be implemented beginning January 1, 2026 or as soon as possible thereafter, and ending ten (10) years from its start date. The County will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, interest and overdue charges) from each assessed lodging business. The County shall take all reasonable efforts to collect the assessments from each assessed lodging business. The County shall forward the assessments collected to the Owners' Association.

## **VI. GOVERNANCE**

### **A. Owners' Association**

The Board of Supervisors, through adoption of this Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the PCTMD as defined in Streets and Highways Code §36612. The Board of Supervisors has determined that PCT will continue to serve as the Owners' Association for the PCTMD.

### **B. Brown Act and California Public Records Act Compliance**

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the PCT Board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

### **C. Annual Report**

PCT shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

## APPENDIX 1 – LAW

CURRENT THROUGH ALL LEGISLATION OF THE 2024 REGULAR AND SPECIAL SESSIONS

### STREETS AND HIGHWAYS CODE DIVISION 18. PARKING

#### PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

##### CHAPTER 1. General Provisions

###### ARTICLE 1. Declarations

###### **36600. Citation of part**

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

###### **36601. Legislative findings and declarations; Legislative guidance**

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
  - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
  - (2) Job creation.
  - (3) Business attraction.
  - (4) Business retention.
  - (5) Economic growth.
  - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
  - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
  - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those

special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

#### **36602. Purpose of part**

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

#### **36603. Preemption of authority or charter city to adopt ordinances levying assessments**

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

#### **36603.5. Part prevails over conflicting provisions**

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

#### **36604. Severability**

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

### **ARTICLE 2. Definitions**

#### **36606. “Activities”**

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

#### **36606.5. “Assessment”**

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

#### **36607. “Business”**

“Business” means all types of businesses and includes financial institutions and professions.

**36608. “City”**

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

**36609. “City council”**

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

**36609.4. “Clerk”**

“Clerk” means the clerk of the legislative body.

**36609.5. “General benefit”**

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

**36610. “Improvement”**

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

**36611. “Management district plan”; “Plan”**

“Management district plan” or “plan” means a proposal as defined in Section 36622.

**36612. “Owners’ association”**

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

**36614. “Property”**

“Property” means real property situated within a district.

#### **36614.5. “Property and business improvement district”; “District”**

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

#### **36614.6. “Property-based assessment”**

“Property-based assessment” means any assessment made pursuant to this part upon real property.

#### **36614.7. “Property-based district”**

“Property-based district” means any district in which a city levies a property-based assessment.

#### **36615. “Property owner”; “Business owner”; “Owner”**

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

#### **36615.5. “Special benefit”**

(a) “Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

(b) “Special benefit” also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general.

#### **36616. “Tenant”**

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

### **ARTICLE 3. Prior Law**

#### **36617. Alternate method of financing certain improvements and activities; Effect on other provisions**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

### **CHAPTER 2. Establishment**

#### **36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

#### **36620.5. Requirement of consent of city council**

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

### **36621. Initiation of proceedings; Petition of property or business owners in proposed district**

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
  - (1) A map showing the boundaries of the district.
  - (2) Information specifying where the complete management district plan can be obtained.
  - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
  - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
  - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

### **36622. Contents of management district plan**

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the estimated cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities

and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against their property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years.

Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k)

(1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(3) In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance, or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.

(l) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(m) Any other item or matter required to be incorporated therein by the city council.

### **36623. Procedure to levy assessment**

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be

mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

#### **36624. Changes to proposed assessments**

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

#### **36625. Resolution of formation**

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the

district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

### **36627. Notice and assessment diagram**

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

### **36628. Establishment of separate benefit zones within district; Categories of businesses**

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

### **36628.5. Assessments on businesses or property owners**

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

### **36629. Provisions and procedures applicable to benefit zones and business categories**

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

### **36630. Expiration of district; Creation of new district**

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

## **CHAPTER 3. Assessments**

### **36631. Time and manner of collection of assessments; Delinquent payments**

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

**36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property**

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
- (c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

**36633. Time for contesting validity of assessment**

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

**36634. Service contracts authorized to establish levels of city services**

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

**36635. Request to modify management district plan**

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

**36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention**

- (a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
  - (1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
  - (2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
- (b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

**36637. Reflection of modification in notices recorded and maps**

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

**36638. Assessment as government imposed fee on Civ C § 1770 transaction [Operative July 1, 2024]**

(a) A business assessment pursuant to this part is a fee imposed by a government on the transaction for purposes of paragraph (29) of subdivision (a) of Section 1770 of the Civil Code.

(b) This section shall become operative on July 1, 2024.

## CHAPTER 3.5. Financing

### 36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

## CHAPTER 4. Governance

### 36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

- (1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.
- (2) The improvements, maintenance, and activities to be provided for that fiscal year.
- (3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.
- (4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.
- (5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of

assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

### **36651. Designation of owners' association to provide improvements, maintenance, and activities**

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

## **CHAPTER 5. Renewal**

### **36660. Renewal of district; Transfer or refund of remaining revenues; District term limit**

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

## **CHAPTER 6. Disestablishment**

### **36670. Circumstances permitting disestablishment of district; Procedure**

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
  - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
  - (2) During the operation of the district, there shall be a 30-day period each year in which assessee may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

### **36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district**

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

## APPENDIX 2 – ASSESSED BUSINESSES

(Plumas County list as of March 31, 2025)

Business Name	Street Address	City, State, Zip Code
1004 Peninsula Dr Lake Almanor CA 96137	1004 Peninsula Dr	Lake Almanor CA 96137
101 Top Of The West Dr Lake Almanor West CA 96137	101 Top Of The West Dr	Lake Almanor West CA 96137
1010 Peninsula Trl Lake Almanor Country Club CA 96137	1010 Peninsula Trl	Lake Almanor Country Club CA 96137
1012 Peninsula Trl Lake Almanor Country Club CA 96137	1012 Peninsula Trl	Lake Almanor Country Club CA 96137
10157 Bucks Lake Rd Meadow Valley CA 95971	10157 Bucks Lake Rd	Meadow Valley CA 95971
1020 Peninsula Dr Lake Almanor Country Club CA 96137	1020 Peninsula Dr	Lake Almanor Country Club CA 96137
1021 Timber Ridge Westwood CA 96137	1021 Timber Ridge	Westwood CA 96137
1032 Peninsula Dr Westwood CA 96137	1032 Peninsula Dr	Westwood CA 96137
106 Foxglove Lane Chester CA 96020	106 Foxglove Lane	Chester CA 96020
107 Lake Almanor West Drive Chester CA 95971	107 Lake Almanor West Drive	Chester CA 95971
110 Lake Almanor W Drive Chester CA 96020	110 Lake Almanor W Drive	Chester CA 96020
1102 Peninsula Drive Westwood CA 96137	1102 Peninsula Drive	Westwood CA 96137
1104 Peninsula Dr Lake Almanor CA 96137	1104 Peninsula Dr	Lake Almanor CA 96137
1109 Golf Club Road Lake Almanor CA 96137	1109 Golf Club Road	Lake Almanor CA 96137
1114 Lassen View Dr Lake Almanor Country Club CA 96137	1114 Lassen View Dr	Lake Almanor Country Club CA 96137
1120 Fairway Pines Lake Almanor CA 96137	1120 Fairway Pines	Lake Almanor CA 96137
1123 Fairway Pines Rd Lake Almanor Country Club CA 96137	1123 Fairway Pines Rd	Lake Almanor Country Club CA 96137
1128 Peninsula Dr Lake Almanor Country Club CA 96137	1128 Peninsula Dr	Lake Almanor Country Club CA 96137
113 Kokanee Trl Lake Almanor West CA 96020	113 Kokanee Trl	Lake Almanor West CA 96020
1130 Peninsula Dr Lake Almanor Country Club CA 96020	1130 Peninsula Dr	Lake Almanor Country Club CA 96020
1157 Lake Ridge Rd Westwood CA 96137	1157 Lake Ridge Rd	Westwood CA 96137
1159 Lake Ridge Rd Lake Almanor CA 96137	1159 Lake Ridge Rd	Lake Almanor CA 96137
1205 Driftwood Cove Rd. Lake Almanor CA 96137	1205 Driftwood Cove Rd.	Lake Almanor CA 96137
1208 Peninsula Dr Lake Almanor Country Club CA 96137	1208 Peninsula Dr	Lake Almanor Country Club CA 96137
1209 Driftwood Cove Rd Westwood CA 96137	1209 Driftwood Cove Rd	Westwood CA 96137
1214 Hidden Beach Rd Westwood CA 96137	1214 Hidden Beach Rd	Westwood CA 96137
1227 Lassen View Dr Lake Almanor Country Club CA	1227 Lassen View Dr	Lake Almanor Country Club CA
1234 Peninsula Dr Lake Almanor Country Club CA 96137	1234 Peninsula Dr	Lake Almanor Country Club CA 96137
1238 Peninsula Dr Chester CA 96137	1238 Peninsula Dr	Chester CA 96137
1238 Peninsula Dr Lake Almanor Country Club CA 96137	1238 Peninsula Dr	Lake Almanor Country Club CA 96137

124 Top Of The West Drive Chester CA 96020	124 Top Of The West Drive	Chester CA 96020
1250 Lassen View Dr Lake Almanor CA 96137	1250 Lassen View Dr	Lake Almanor CA 96137
1262 Peninsula Dr Lake Almanor Country Club CA 96137	1262 Peninsula Dr	Lake Almanor Country Club CA 96137
1272 Peninsula Dr Lake Almanor Country Club CA 96020	1272 Peninsula Dr	Lake Almanor Country Club CA 96020
128 Buchanan Street Quincy CA 95971	128 Buchanan Street	Quincy CA 95971
130 Twain Store Rd Twain CA 95984	130 Twain Store Rd	Twain CA 95984
1315 Lassen View Dr Lake Almanor CA 96137	1315 Lassen View Dr	Lake Almanor CA 96137
1318 Peninsula Dr Lake Almanor Country Club CA 96137	1318 Peninsula Dr	Lake Almanor Country Club CA 96137
133 Kokanee Trail Chester CA 96020	133 Kokanee Trail	Chester CA 96020
1331 Peninsula Drive Lake Almanor CA 96137	1331 Peninsula Drive	Lake Almanor CA 96137
140 Peninsula Dr Lake Almanor Peninsula CA 96137	140 Peninsula Dr	Lake Almanor Peninsula CA 96137
1405 Lassen View Dr Lake Almanor Country Club CA 96137	1405 Lassen View Dr	Lake Almanor Country Club CA 96137
1406 Lassen View Dr Lake Almanor CA 96137	1406 Lassen View Dr	Lake Almanor CA 96137
1412 Peninsula Dr Westwood CA 96137	1412 Peninsula Dr	Westwood CA 96137
1428 Peninsula Dr Lake Almanor Country Club CA 96137	1428 Peninsula Dr	Lake Almanor Country Club CA 96137
14795 Belden Town Rd Belden CA 95971	14795 Belden Town Rd	Belden CA 95971
14795 Belden Town Rd Belden CA 95971	14795 Belden Town Rd	Belden CA 95971
14795 Belden Town Rd Belden CA 95971	14795 Belden Town Rd	Belden CA 95971
15 N Highwood Cir Lake Almanor Peninsula CA 96137	15 N Highwood Cir	Lake Almanor Peninsula CA 96137
15792 Hwy 89 Crescent Mills CA 95934	15792 Hwy 89	Crescent Mills CA 95934
159 Lake Almanor West Dr Lake Almanor West CA 95923	159 Lake Almanor West Dr	Lake Almanor West CA 95923
159 Slim Drive Chester CA 96020	159 Slim Drive	Chester CA 96020
161 Slim Drive Chester CA 96020	161 Slim Drive	Chester CA 96020
167 Stover Rd Chester CA 96020	167 Stover Rd	Chester CA 96020
175 Nancy Ave Chester CA 96020	175 Nancy Ave	Chester CA 96020
176 2nd St Quincy CA 95971	176 2nd St	Quincy CA 95971
1784 Pinebrook Way Greenville CA 95957	1784 Pinebrook Way	Greenville CA 95957
181 Lake Almanor West Dr Lake Almanor CA 96137	181 Lake Almanor West Dr	Lake Almanor CA 96137
182 Peninsula Drive Lake Almanor CA 96137	182 Peninsula Drive	Lake Almanor CA 96137
184 Slim Dr Chester CA 96020	184 Slim Dr	Chester CA 96020
208 Jackson St Quincy CA 95971	208 Jackson St	Quincy CA 95971
211 Lake Almanor West Dr Lake Almanor West CA 96137	211 Lake Almanor West Dr	Lake Almanor West CA 96137
220 First St Chester CA 96020	220 First St	Chester CA 96020
227 Lake Almanor West Dr Chester CA 96020	227 Lake Almanor West Dr	Chester CA 96020
2370 E Main St East Quincy CA 95971	2370 E Main St	East Quincy CA 95971

2412 Almanor Dr W Prattville CA 96020	2412 Almanor Dr W	Prattville CA 96020
2448 North Valley Rd Greenville CA 95947	2448 North Valley Rd	Greenville CA 95947
2544 Big Springs Rd Westwood Ct 96137	2544 Big Springs Rd	Westwood Ct 96137
258 Lake Almanor West Dr Chester CA 96020	258 Lake Almanor West Dr	Chester CA 96020
2601 North Valley Rd Greenville CA 95947	2601 North Valley Rd	Greenville CA 95947
271 Village Drive Westwood CA 96137	271 Village Drive	Westwood CA 96137
2774 Big Springs Rd Hamilton Branch CA 96137	2774 Big Springs Rd	Hamilton Branch CA 96137
2775 Big Springs Road Westwood CA 96137	2775 Big Springs Road	Westwood CA 96137
2792 Big Springs Rd Westwood CA 96137	2792 Big Springs Rd	Westwood CA 96137
2804 Big Springs Rd Hamilton Branch CA 96137	2804 Big Springs Rd	Hamilton Branch CA 96137
2833 Scott Dr Prattville CA 95923	2833 Scott Dr	Prattville CA 95923
2885 Highway 147 Westwood CA 96137	2885 Highway 147	Westwood CA 96137
29 N Highwood Cir Lake Almanor Peninsula CA 96137	29 N Highwood Cir	Lake Almanor Peninsula CA 96137
2911 Highway 147 East Shore CA 96020	2911 Highway 147	East Shore CA 96020
2969 Almanor Drive West Canyondam CA 95923	2969 Almanor Drive West	Canyondam CA 95923
308 Peninsula Dr Lake Almanor Peninsula CA 96137	308 Peninsula Dr	Lake Almanor Peninsula CA 96137
308 Peninsula Dr Lake Almanor Peninsula CA 96137	308 Peninsula Dr	Lake Almanor Peninsula CA 96137
308 Peninsula Drive, #4 Lake Almanor Peninsula CA 96137	"308 Peninsula Drive	#4 "
310 Peninsula Drive #2 Westwood CA 96137	310 Peninsula Drive #2	Westwood CA 96137
311 Osprey Loop Chester CA 96020	311 Osprey Loop	Chester CA 96020
3144 Big Springs Rd Hamilton Branch CA 96137	3144 Big Springs Rd	Hamilton Branch CA 96137
317 Melissa Ave Chester CA 96020	317 Melissa Ave	Chester CA 96020
3200 North Valley Rd Greenville CA 95947	3200 North Valley Rd	Greenville CA 95947
3224 Big Springs Road Westwood CA 96137	3224 Big Springs Road	Westwood CA 96137
323 Genesee Rd Taylorsville CA 95983	323 Genesee Rd	Taylorsville CA 95983
3238 Big Springs Rd Hamilton Branch CA 96137	3238 Big Springs Rd	Hamilton Branch CA 96137
3238 Big Springs Road Lake Almanor CA 96137	3238 Big Springs Road	Lake Almanor CA 96137
325 Lake Almanor West Dr Lake Almanor West CA 96137	325 Lake Almanor West Dr	Lake Almanor West CA 96137
325 Melissa Ave Chester CA 96020	325 Melissa Ave	Chester CA 96020
325 Osprey Loop Lake Almanor West CA 96137	325 Osprey Loop	Lake Almanor West CA 96137
3300 Osprey Loop Chester CA 96020	3300 Osprey Loop	Chester CA 96020
332 Peninsula Dr #2 Lake Almanor Peninsula CA 96137	332 Peninsula Dr #2	Lake Almanor Peninsula CA 96137
332 Peninsula Drive Westwood CA 96137	332 Peninsula Drive	Westwood CA 96137
3324 Hill Crest Dr Westwood CA 96137	3324 Hill Crest Dr	Westwood CA 96137

334 Peninsula Dr Lake Almanor Peninsula CA	334 Peninsula Dr	Lake Almanor Peninsula CA
335 Lake Almanor West Dr Lake Almanor West CA 96020	335 Lake Almanor West Dr	Lake Almanor West CA 96020
340 Osprey Loop Lake Almanor CA 96020	340 Osprey Loop	Lake Almanor CA 96020
343 Flint Way Lake Almanor CA 96137	343 Flint Way	Lake Almanor CA 96137
3498 Hwy 147 Westwood	3498 Hwy 147	Westwood CA 96137
351 Osprey Loop Lake Almanor West CA 96020	351 Osprey Loop	Lake Almanor West CA 96020
3527 Highway 147 East Shore CA 96137	3527 Highway 147	East Shore CA 96137
3550 Woodlake Drive Westwood CA 96137	3550 Woodlake Drive	Westwood CA 96137
357 Lake Almanor West Dr Lake Almanor West CA	357 Lake Almanor West Dr	Lake Almanor West CA
3611 Park Hill Westwood CA 96137	3611 Park Hill	Westwood CA 96137
36231 Highway 70 Quincy CA 95971	36231 Highway 70	Quincy CA 95971
3668 Lake Almanor Drive Lake Almanor	3668 Lake Almanor Drive	Lake Almanor CA 96137
367 Lake Almanor West Dr Lake Almanor West CA 96137	367 Lake Almanor West Dr	Lake Almanor West CA 96137
3672 Lake Almanor Dr Hamilton Branch CA 96137	3672 Lake Almanor Dr	Hamilton Branch CA 96137
3704 Lake Almanor Dr Hamilton Branch CA 96137	3704 Lake Almanor Dr	Hamilton Branch CA 96137
3721 Highway 147 Westwood CA 96137	3721 Highway 147	Westwood CA 96137
3748 Lake Almanor Drive Lake Almanor CA 96137	3748 Lake Almanor Drive	Lake Almanor CA 96137
375 Third Street Quincy CA 95971	375 Third Street	Quincy CA 95971
3806 Mary Ann Ln Hamilton Branch CA 96137	3806 Mary Ann Ln	Hamilton Branch CA 96137
381 Lawrence St Quincy CA 95971	381 Lawrence St	Quincy CA 95971
3818 Mary Ann Lane Westwood CA 96137	3818 Mary Ann Lane	Westwood CA 96137
3830 Mary Ann Ln Hamilton Branch CA 96137	3830 Mary Ann Ln	Hamilton Branch CA 96137
3927 Highway 147 East Shore CA 96137	3927 Highway 147	East Shore CA 96137
3992 Highway 147 East Shore CA 96137	3992 Highway 147	East Shore CA 96137
401 Main St Chester CA 96020	401 Main St	Chester CA 96020
4096 CA-Highway 147 Westwood CA 96137	4096 CA-Highway 147	Westwood CA 96137
41 N Highwood Cir Lake Almanor Peninsula CA 96137	41 N Highwood Cir	Lake Almanor Peninsula CA 96137
412 Peninsula Dr Lake Almanor Peninsula CA 96137	412 Peninsula Dr	Lake Almanor Peninsula CA 96137
417 Peninsula Drive Lake Almanor CA 96137	417 Peninsula Drive	Lake Almanor CA 96137
445 Cedar Circle Westwood CA 96137	445 Cedar Circle	Westwood CA 96137
467 Ponderosa Dr	467 Ponderosa Dr	Westwood CA 96137
470 Carol Lane West Quincy CA 95971	470 Carol Lane West	Quincy CA 95971
4843 State Highway 147 Lake Almanor CA 96137	4843 State Highway 147	Lake Almanor CA 96137
4861 Hwy 147 Lake Almanor CA 96137	4861 Hwy 147	Lake Almanor CA 96137
504 Monte Vista Ave Quincy CA 95971	504 Monte Vista Ave	Quincy CA 95971
505 Manzanita Way Lake Almanor CA 96137	505 Manzanita Way	Lake Almanor CA 96137

508 Pine Cir Lake Almanor Peninsula CA 96137	508 Pine Cir	Lake Almanor Peninsula CA 96137
510 Pine Circle Westwood CA 96137	510 Pine Circle	Westwood CA 96137
5169 Highway 147 East Shore CA 96137	5169 Highway 147	East Shore CA 96137
5179 Highway 147 East Shore CA 96137	5179 Highway 147	East Shore CA 96137
5255 Longley Lane Suite 101 Reno	5255 Longley Lane Suite 101	Reno Nv 89511
5351 Highway 147 Westwood CA 96137	5351 Highway 147	Westwood CA 96137
536 Manzanita Way Lake Almanor Peninsula CA 96137	536 Manzanita Way	Lake Almanor Peninsula CA 96137
5423 Highway 147 East Shore CA 96137	5423 Highway 147	East Shore CA 96137
544 Peninsula Dr Lake Almanor Country Club CA 96137	544 Peninsula Dr	Lake Almanor Country Club CA 96137
546 Peninsula Drive Westwood CA 96137	546 Peninsula Drive	Westwood CA 96137
547 Ponderosa Drive Westwood CA 96137	547 Ponderosa Drive	Westwood CA 96137
5516 Highway 147 Westwood CA 96137	5516 Highway 147	Westwood CA 96137
568 Feather River Drive Chester CA 96020	568 Feather River Drive	Chester CA 96020
5809 Highway 147 East Shore CA 96137	5809 Highway 147	East Shore CA 96137
5810 Highway 147 Lake Almanor CA 96137	5810 Highway 147	Lake Almanor CA 96137
58563 Rich Lane Cromberg CA 96103	58563 Rich Lane	Cromberg CA 96103
590 First Ave Chester CA 96020	590 First Ave	Chester CA 96020
59655 Highway 70 Unit 4 Cromberg CA 96103	59655 Highway 70 Unit 4	Cromberg CA 96103
6 Apple Cottage	133 Peninsula Drive	Westwood CA 96137
600 Peninsula Drive Westwood CA 96137	600 Peninsula Drive	Westwood CA 96137
602 Peninsula Drive Lake Almanor CA 96137	602 Peninsula Drive	Lake Almanor CA 96137
606 Cedar Canyon Rd Lake Almanor Country Club CA 96137	606 Cedar Canyon Rd	Lake Almanor Country Club CA 96137
608 W Burnt Cedar Rd Westwood CA 96137	608 W Burnt Cedar Rd	Westwood CA 96137
611 W Mt Ridge Road Lake Almanor CA 96137	611 W Mt Ridge Road	Lake Almanor CA 96137
613 Lake Ridge Rd Westwood CA 96137	613 Lake Ridge Rd	Westwood CA 96137
614 W Mountain Ridge Rd Westwood CA 96137	614 W Mountain Ridge Rd	Westwood CA 96137
616 W Mountain Ridge Rd Westwood CA 96137	616 W Mountain Ridge Rd	Westwood CA 96137
6162 Highway 70 Tobin CA 95980	6162 Highway 70	Tobin CA 95980
617 W High Street Quincy CA 95971	617 W High Street	Quincy CA 95971
628 W High St Quincy CA 95971	628 W High St	Quincy CA 95971
6283 Highway 147 Westwood CA 96137	6283 Highway 147	Westwood CA 96137
631 Pine Canyon Rd Lake Almanor Country Club CA 96137	631 Pine Canyon Rd	Lake Almanor Country Club CA 96137
644 Cedar Canyon Road Westwood CA 96137	644 Cedar Canyon Road	Westwood CA 96137
648 W Burnt Cedar Rd Chester CA 96137	648 W Burnt Cedar Rd	Chester CA 96137
65 Highway Circle Lake Almanor CA 96137	65 Highway Circle	Lake Almanor CA 96137
662 Monte Vista Drive Quincy CA 95971	662 Monte Vista Drive	Quincy CA 95971
6799 Highway 147 East Shore CA 96137	6799 Highway 147	East Shore CA 96137

6941 Highway 147 Westwood CA 96137	6941 Highway 147	Westwood CA 96137
7007 Highway 147 Westwood CA 96137	7007 Highway 147	Westwood CA 96137
702 Lake Ridge Rd Westwood CA 96137	702 Lake Ridge Rd	Westwood CA 96137
706 Peninsula Dr Lake Almanor Country Club CA 96137	706 Peninsula Dr	Lake Almanor Country Club CA 96137
709 Lake Ridge Rd Lake Almanor Country Club CA 96137	709 Lake Ridge Rd	Lake Almanor Country Club CA 96137
712 Peninsula Drive Westwood CA 96137	712 Peninsula Drive	Westwood CA 96137
713 Lake Ridge Road Westwood CA 96137	713 Lake Ridge Road	Westwood CA 96137
713 Peninsula Drive Westwood CA 96137	713 Peninsula Drive	Westwood CA 96137
718 Lake Ridge Rd Lake Almanor Country Club CA 96137	718 Lake Ridge Rd	Lake Almanor Country Club CA 96137
724 Timber Ridge Rd Lake Almanor CA 96137	724 Timber Ridge Rd	Lake Almanor CA 96137
730 W Mountain Ridge Rd Westwood CA 96137	730 W Mountain Ridge Rd	Westwood CA 96137
735 Conifer Trl Westwood CA 96137	735 Conifer Trl	Westwood CA 96137
735 Jackson St Quincy CA 95971	735 Jackson St	Quincy CA 95971
742 Red River Dr Lake Almanor Peninsula CA 96137	742 Red River Dr	Lake Almanor Peninsula CA 96137
7541 Highway 147 East Shore CA 96137	7541 Highway 147	East Shore CA 96137
801 Clifford Dr Lake Almanor Country Club CA 96137	801 Clifford Dr	Lake Almanor Country Club CA 96137
818 Golf Club Rd Lake Almanor Country Club CA 96137	818 Golf Club Rd	Lake Almanor Country Club CA 96137
877 Golf Club Rd Lake Almanor Country Club CA 96137	877 Golf Club Rd	Lake Almanor Country Club CA 96137
90 Chinkapin Ln Meadow Valley CA 95956	90 Chinkapin Ln	Meadow Valley CA 95956
900 Peninsula Dr Lake Almanor Country Club CA	900 Peninsula Dr	Lake Almanor Country Club CA
909 Peninsula Dr Lake Almanor Country Club CA 96137	909 Peninsula Dr	Lake Almanor Country Club CA 96137
914 Peninsula Dr Lake Almanor CA 96137	914 Peninsula Dr	Lake Almanor CA 96137
95 Riverbend Way Westwood CA 96137	95 Riverbend Way	Westwood CA 96137
959 Long Iron Dr Chester CA 96020	959 Long Iron Dr	Chester CA 96020
960 Peninsula Dr Lake Almanor Country Club CA 96137	960 Peninsula Dr	Lake Almanor Country Club CA 96137
964 Peninsula Dr Lake Almanor CA 96137	964 Peninsula Dr	Lake Almanor CA 96137
Ada's Place	562 Jackson St	Quincy CA 95971
Airbnb, Inc	888 Brannan Street	San Francisco CA 94103
Almanor A Frame	624 Pine Canyon Road	Westwood CA 96137
Almanor Dream, LLC	7322 Hwy 147	Lake Almanor CA 96137
Almanor Lakeview Landing	715 Lake Ridge Rd	Lake Almanor CA 96137
Ambrosia Properties	12 Navajo Trl	Graeagle CA 96103
Anderson Cabin	9 Shoshoni Trl	Graeagle CA 96103
Antlers Inn	268 Main Street	Chester CA 96025
Bachanas, Abby	1207 Lassen View Dr	Lake Almanor CA 96137

Bailey Creek Cottages	107 N Highwood Cir	Lake Almanor Peninsula CA 96137
Barbara Gage	415 Old Cromberg Rd	Cromberg CA 96103
Belden Town Resort & Lodge	14795 Belden Town Rd	Belden CA 95915
Berry's Terra Cotta Guest House	48792 Highway 70	East Quincy CA 95971
Big Cove Campground	Frenchman Lake	Frenchman Lake CA 96129
Big Cove Overflow Camp	Frenchman Lake	Frenchman Lake CA
Big Cove Resort	446 Peninsula Dr	Lake Almanor Peninsula CA 96137
Botts Bunkhouse	1212 Lassen View Dr	Westwood CA 96137
Boulder Creek Campground	Indian Creek Road	Greenville CA 95947
Brian Smith	156 Clubhouse Dr	Grizzly Ranch CA 96122
Brookside R.V. Park	286 Main St	Chester CA 96020
Bucks Lake Camp And RV	280 Bucklin	Bucks Lake CA 95971
Bucks Lake Marina & Campground	16469 Bucks Lake Rd	Bucks Lake CA 95971
Bucks Lakeshore Resort	16001 Bucks Lake Road	Bucks Lake CA 95971
Buti Condo	42 Aspen Circle	Blairsden CA 96103
CA Sister At Feather River Hot Springs	29186 Highway 70	Twain CA 95984
Cabin #2 Almanor Lakeside Resort	300 Peninsula Dr	Lake Almanor Peninsula CA 96137
Cabin 10 & 12 Almanor Lakeside Resort	300 Peninsula Dr	Lake Almanor Peninsula CA 96137
Cabin 3 Almanor Lakeside Resort	300 Peninsula Dr	Lake Almanor Peninsula CA 96137
Cabin 5 Almanor Lakeside Resort	300 Peninsula Dr	Lake Almanor Peninsula CA 96137
Camp Almanor, LLC	2655 Big Springs Rd	Lake Almanor CA 96137
Camp Conery Group Campground	Lake Almanor	Canyon Dam CA 95923
Canyon Dam R.V. Park	29535 Highway 89	Canyon Dam CA 95923
Caribou Crossing Cafe & R.V. Park	16242 Highway 70	Caribou CA 95915
Cedar Retreat	3678 Greenville Reservation Road	Greenville CA 95947
Cedar Ridge Retreat	729 W Mountain Ridge Rd	Lake Almanor Country Club CA 96137
Charles And Laura Cale	3898 Hwy 147	Lake Almanor CA 96137
Chester Lodge, Inc. 306 Main Street, Chester CA 96020	306 Main St	Chester CA 96020
Chester Tiny House	225 Farrar Dr	Chester CA 96020
Clio's River Edge RV Park	3754 Highway 89	Clio CA 96103
Coldwell Banker Property Management	508 Pine Circle	Westwood CA 96137
Coldwell Banker Property Management	189 Manor Drive	Westwood CA 96137
Conifer Cabin	714 Conifer Trail	Westwood CA 96137
Cool Springs Campground	201 Prattville Butt Reservoir Rd	Seneca CA 96020
Cottage On Baker Way	321 Jackson St	Quincy CA 95971
Cottonwood Springs Camp	Frenchman Lake Road	Frenchman Lake CA 96129

Creekside Retreat	48908 Highway 70	East Quincy CA 95971
Cynthia Gaddis Bastian	213 Poplar Valley Rd	Mohawk CA 96103
Dafna Unit 5	59669 Highway 71	Cromberg CA 96103
DDMLTD	3828 Mary Ann Ln	Lake Almanor CA 95137
Dorado Inn	4311 Highway 147	East Shore CA 96020
Eagle Ridge RV Park	1519 Graeagle Johnsville Rd	Graeagle CA 96103
Elegant Mountain Retreat	492 Bailey Creek Dr	Westwood CA 96137
Elerick Rental	3357 Hillcrest Dr	Westwood CA 96137
Eloisa Lee	6681 Dyer Dr	Lake Almanor CA 96137
English Oaks	36543 Spanish Oaks Ln	Keddie CA 95971
Epic Adventures	2 Paiute Trail	Graeagle CA 96103
Feather River Cottage	28580 Hwy 70	Twain CA 95984
For The Funk Of It Productions	14795 Belden Town Rd	Belden CA 95971
Forest & Farm, LLC	4812 Portola Mclears Rd	Portola CA 96122
Francis F. Smith	1110 Clifford Dr	Lake Almanor CA 96137
Frenchman Campground	Frenchman Lake Rd.	Frenchman Lake CA 96129
G & G Airbnb	624 Ponderosa Circle	Portola CA 96122
Gansner Bar Camp	Highway 70	Twain CA 95984
Garrett Hallenbeck	5 S Pinion Pine Cir	Mohawk CA 96103
Gold Pan /Spanish Creek Motel	200 Crescent St	Quincy CA 95971
Golden Coach R.V. Park And Campground	59704 Highway 70	Cromberg CA 96103
Gordons Getaway	1124 Clifford Dr	Westwood CA 96137
Grae Management	11 Tomahawk Trail	Graeagle CA 96103
Grandmas House On The Hill	47 Yonkalla Trl	Graeagle CA 96103
Grasshopper Flat Campground	Lake Davis Road	Portola CA 96122
Green Phoenix LLC	1366 Greenville Wolf Creek Rd	Greenville CA 95947
Greenhorn Ranch, LLC	2116 Greenhorn Rd	Greenhorn Ranch CA 95971
Grizzly Campground	Lake Davis Road	Portola CA 96122
Hallstead Camp	Highway 70	Feather River Canyon CA 95948
Haskins Valley Campground	Bucks Lake Road	Bucks Lake CA 95956
Haskins Valley Inn	16788 Bucks Lake Rd	Bucks Lake CA 95971-4217
High Sierra Music, Inc.	1097 Lee Rd	East Quincy CA 95971
Hutchins Group Camp	Bucklin Road	Bucks Lake CA 95971
Infinity Properties	2861 Highway 147	East Shore CA 96137
J & J Grizzly Store And Camping	7552 Lake Davis Rd	Portola CA 96122
Jason And Sheri White	580 Wagon Road	Chester CA 96020
Jason Richart	639 W Burnt Cedar	Lake Almanor CA 96137
Jeffery Stephens	13 Cedar Lane	Blairsden CA 96103
John Babcock	933 Clifford Drive	Lake Almanor CA 96137

Katherine A Lange	52 Aspen Cir	Mohawk CA 96103
Kennedy Home	12 Dinsmore Drive	Westwood CA 96137
Kevin And Leslie Brown	1275 Peninsula Dr	Lake Almanor Country Club CA 96137
Kimberly Brady Shockley	1201 Red Fox Rd	C-Road CA 96106
Knotty Pine Resort & Marina	430 Peninsula Dr	Lake Almanor Peninsula CA 96137
Kurtis Brock	3748 Lake Almanor Drive	Lake Almanor CA 96137
La Porte Cabins	1835 Pike Rd	La Porte CA 95981
Lacc Cabin	620 Clifford Drive	Westwood CA 96137
Lake Almanor Lodge	545 Martin Way	Chester CA 96020
Lake Almanor Rental Property	189 Manor Dr	Lake Almanor Peninsula CA 96137
Lake Cove Resort & Marina	4256 Highway 147	East Shore CA 96137
Lakefront Victorian	340 Peninsula Drive	Westwood CA 96137
Lakes Basin Camp/Group Camp	Gold Lake Road	Graeagle CA 96103
Lakeside Longshot Lodge	737 Lassen View Drive	Lake Almanor CA 96137
Lassen Meadows Ranch	370 29n38	Warner Valley CA 96020
Last Chance Creek Campground	Last Chance Creek Road	Lake Almanor CA 96137
Last Chance Group Campground	Last Chance Creek Road	Lake Almanor CA 96137
Latitude 40	656 Andrews Road	Chester CA 96020
Laveranda	2140 Main St	La Porte CA 95981
Lazy J, LLC	9 Hokan Trl	Graeagle CA 96103
Leisure R.V. Park	124 Feather River Dr	Chester CA 96020-1282
Lightning Tree Camp	Lake David Road	Portola CA 96122
Lone Rock Camp	Indian Creek Road	Greenville CA 95948
Long Point Camp	Indian Creek Road	Greenville CA 95948
Lower Bucks Campgrounds	24n24	Bucks Lake CA 95971
Luxury Cabin Rentals	2733 Kristen Way	Clio CA 96106
Maidu Suite	23 Maidu Trail	Graeagle CA 96103
Majestic Mountain Retreat	77110 Freedom Ranch Rd	Portola CA 96122
Mark Vasquez	163 Lake Almanor West	Lake Almanor CA 96020
Marques Family Farms LLC	86 Monument Lane	Chilcoot CA 96105
Martin's R.V. Park	443 Martin Way	Chester CA 96020
Mattson Log Cabin	2110 Circle Drive	La Porte CA 95981
Mc Carrick's Dyer View	609 Bailey Creek Dr	Lake Almanor Peninsula CA 96137
Millcreek Campground	Bucklin Road	Bucks Lake CA 95971
Mistletoe Manor	181 Olsen St	Chester CA 96020
Monte Vista Cottage	555 Monte Vista Ave	Quincy CA 95971
Moulous Ventures LLC	11 Mohave Trl	Graeagle CA 96103
Mountain Freedom	72735 Highway 70	Delleker CA 96122

Mountain And River Cliff House	1228 Graeagle-Johnsville Rd	Graeagle CA 96103
Mt. Hough Golf Course & R.V. Park	15301 Highway 89	Crescent Mills CA 95934
Neighbors RV Village	58321 Gill Ranch Rd	Cromberg CA 96103
North Fork Camp	Highway 70	Feather River Canyon CA 95948
Northshore Campground	541 Catfish Beach Rd	Chester CA 96020
One Snow Mountain	14423 Chester Warner Valley Road	Warner Valley Road CA 96020
One Suite Sweet Lodge	317 Main St	Chester CA 96020
Pacific Premier Trust FBO Seth Fiack	185 Slim Dr	Chester CA 96020
Paul Bunyan Resort	443 Peninsula Dr	Lake Almanor Peninsula CA 96137
Paul Bunyan Resort	441 Peninsula Drive	Lake Almanor CA 96137
Peninsula Pines Place	421 Arbutus Dr	Westwood CA 96137
Penny Bingham	17 Graeagle Meadows Rd	Graeagle CA 96103
Pfauhaus	524 Feather River Drive	Chester CA 96020
Pine Aire Motel	26110 Highway 70	Twain CA 95984
Pine Hill Motel	42075 Highway 70	Quincy CA 95971
Pioneer R.V. Park	1326 Pioneer Rd	East Quincy CA 95971
Plumas Pines Resort	3000 Almanor Dr W	Prattville CA 95923
Ponderosa Flat Campground	201 Prattville Butt Reservoir Rd	Seneca CA 96020
Ponderosa Group Campground	201 Prattville Butt Reservoir Rd	Seneca CA 96020
Quaint And Rustic Coziness	19 Pine Cone Ct	Mohawk CA 96103
Queen Lily Camp	Highway 70	Feather River Canyon CA 95948
Quincy Bucks Lk Rd Cabin	2133 Bucks Lake Road	Quincy CA 95971
Quincy Courtyard Suites	436 Main St	Quincy CA 95971
Quincy Feather Bed Inn	542 Jackson St	Quincy CA 95971
R N R Cabin	7344 Marilyn Drive	Portola CA 96122
Rabbit Creek Inn	1889 Main St	La Porte CA 95981
Raindance Presents	14795 Belden Town Rd	Belden CA 95915
Ranchito Motel	2020 E Main St	East Quincy CA 95971
Retreat To The Pines	736 Ridgewood Drive	Portola CA 96122
River Ranch RV Park	42331 Highway 70	Quincy CA 95971
Robert And Jennifer Thiel	85 Graeagle Meadows Rd	Graeagle CA 96103
Robert Matson	388 Great Spirit	Gold Mountain CA 96106
Rocky Point Campground	Highway 89	Prattville CA 95923
Rocky Point North Group Camp	Hwy 89	Lake Almanor CA 96137
Rocky Point South Group Campground	Rocky Point Campground Road	Lake Almanor CA 95923
Rural Cabin With A View	8013 N. Valley Rd	Greenville CA 95947
Sandy Piack	185 Slim Dr	Lake Almanor CA 96137

Selken Vacation Home	1287 Lassen View Dr	Lake Almanor CA 96137
Sierra Sky Lodge Motel	58585 Highway 70	Cromberg CA 96103
Sierra Springs RV Resort	70099 Highway 70	Clairville CA 96122
Snow Mountain, LLC	229 Main St	Chester CA 96020
Spanish Creek Camp	Highway 70	Canyon Area CA 95948
Spring Creek Campground	Frenchman Lake	Frenchman Lake CA 96129
St. Peters	126 Peninsula Dr	Lake Almanor Peninsula CA 96137
Steve And Debbie Ask	102 Graeagle Meadows Rd	Graeagle CA 96103
Steven And Yolanda Kilgour	406 Sequoia Cir	Mohawk CA 96103
Still Dream LLC	14795 Belden Town Rd	Belden CA 95971
Sundew Campground	Bucklin Road	Bucks Lake CA 95971
Teco Almanor LLC	1249 Lassen View Dr	Lake Almanor CA 96137
The Bidwell House	112 Main St	Chester CA
The Cabin	2693 Almanor Drive West	Canyon Dam CA 95923
The Lake House	915 Golf Club Rd	Westwood CA 96137
The Lost Sierra Ranch LLC	1000 Golden Feather Ranch Road	Graeagle CA 96103
The Pines R.V. Park	409 Ponderosa Drive	Lake Almanor CA 96137
The Village	408 Ponderosa Drive	Westwood CA 96137
Timber House Inn	501 Main Street	Chester CA 96020
Tom's Cabin	165 Haskins Cir	Bucks Lake CA 95956
Top Of The Line Lake Retreat	6000 Woodhome Lane	Westwood CA 96137
Tree House	101 Poplar Valley Rd	Graeagle CA 96103
Twenty Mile House	700 Old Cromberg Rd	Cromberg CA 96103
Uncle John's Fishing Cabin	3907 Highway 147	East Shore CA 96137
Unit 4	59669 Highway 70	Cromberg CA 96103
Unit 6	300 Peninsula Dr #6	Westwood CA 96137
Unit 7	300 Peninsula Dr	Westwood CA 96137
Unit 8	59669 State Hwy 70 Unit 8	Cromberg CA 96103
Unti 11	300 Peninsula Dr	Westwood CA 96137
Vagabond Resort	7371 Highway 147	East Shore CA 96137
Vincent Lake House	124 Kokanee Trail	Chester CA 96020
Walker Ranch	71123 Walker Way	Portola CA 96122
White Pine Getaway	137 Eureka Springs Drive	Graeagle CA 96103
Wild Plumas Campground	1323 Greenville Wolf Creek Rd	Greenville CA 95947
William Evans	4 Evergreen Cir	Mohawk CA 96103
Wilson's Camp Prattville	2932 Almanor Dr W	Prattville CA 95923
Yellow Creek Campground	Humbug Road	Chester CA 96020

# MEMORANDUM

**DATE:** October 21, 2025

**TO:** Honorable Chairman and Board Members

**FROM:**

**SUBJECT:** Resolution of Intention to Renew the Plumas County Tourism Marketing District

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## RECOMMENDATION

Adopt Resolution No. [REDACTED].

## RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will result in a public meeting on November 4, 2025 and a public hearing on December 9, 2025 on the renewal of the Plumas County Tourism Marketing District (PCTMD) (formerly the Feather River Tourism Marketing District) and the levy of assessments on lodging businesses.

## BACKGROUND

The PCTMD is a benefit assessment district proposed to continue a revenue source to help fund Sales & Marketing and Micro-Zone Marketing program efforts for western Plumas County lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed businesses. The renewed PCTMD includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of western Plumas County. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 19" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

Lodging business owners decided to pursue renewal of the PCTMD in order to continue a revenue source devoted to marketing western Plumas County as a tourist, meeting and event destination. If renewed, the PCTMD would generate approximately \$390,000 on an annual basis for promotion of travel and tourism specific to western Plumas County.

## *TOURISM MARKETING DISTRICTS*

Tourism Marketing Districts (TMDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow assessed business owners to organize their efforts to increase tourism. Business owners within the TMD fund the TMD, and those funds are used to provide services that are desired by and benefit the assessed businesses within the TMD.

TMD benefits:

- Funds cannot be diverted for other government programs;
- They are customized to fit the needs of each destination;
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation;
- They are designed, created and governed by those who will pay the assessment; and
- They provide a stable funding source for tourism promotion.

In California, TMDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between TMDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TMD.

## *MANAGEMENT DISTRICT PLAN*

The Management District Plan (**Attachment 1**) includes the proposed boundary of the PCTMD, a service plan and budget and a proposed means of governance. The PCTMD will include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of western Plumas County. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 19" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

The annual assessment rate is three percent (3%) of gross short-term (stays less than 31 days) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty.

The renewed PCTMD will have a ten (10) year term, beginning January 1, 2026, or as soon as possible thereafter, and ending ten (10) years from its start date. The assessment will be implemented beginning January 1, 2026. Once per year beginning on the anniversary of PCTMD renewal there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the PCTMD.

The County will be responsible for collecting the assessment on a quarterly basis from each assessed business. The County shall forward the assessments to Plumas County Tourism (PCT), which will have the responsibility of managing PCTMD programs as provided in the Management District Plan. The County shall be paid a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

### **PCTMD RENEWAL PROCESS**

October 21, 2025	<b>RESOLUTION OF INTENTION HEARING</b> Upon the submission of a written petition, signed by the business owners in the renewed district who will pay more than fifty percent (50%) of the assessments proposed to be levied, the Board of Supervisors may initiate proceedings to renew the PCTMD by the adoption of a resolution expressing its intention to renew the PCTMD.
<p><i>Petition Status:</i> Petitions in favor of PCTMD renewal were submitted by assessed businesses which represent over 50% of the total PCTMD assessment. This majority petition allows the Board to initiate proceedings for PCTMD renewal at the September 16, 2025 meeting.</p>	
No later than October 24, 2025	<b>NOTICE</b> The 94 Law requires the County to mail written notice to the owners of all businesses proposed to be assessed within the PCTMD. Mailing the notice begins a mandatory forty-five (45) day period in which assessed business owners may protest PCTMD renewal.
November 4, 2025	<b>PUBLIC MEETING</b> Allow public testimony on the renewal of the PCTMD and levy of assessments. No Board action required.
December 9, 2025	<b>FINAL PUBLIC HEARING</b> If written protests are received from the owners of businesses in the renewed PCTMD which will pay fifty percent (50%) or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Board.  If the Board, following the public hearing, decides to establish the renewed PCTMD, the Board shall adopt a resolution of formation.

## **ALTERNATIVES**

The Board could choose not to adopt the Resolution of Intention. Staff does not recommend this option.

## **FISCAL IMPACT**

None immediately. The County will receive a fee of two percent (2%) of the amount collected to cover its costs of administration. Because the PCTMD programs are intended to increase visitation to the County, there may be an increase in transient occupancy tax and sales tax collections.

**NOTICE OF PUBLIC MEETING AND PUBLIC HEARING CONCERNING THE  
RENEWAL OF THE PLUMAS COUNTY TOURISM MARKETING DISTRICT (PCTMD)  
AND LEVY OF AN ASSESSMENT ON LODGING BUSINESSES WITHIN THE PCTMD**

**NOTICE IS HEREBY GIVEN** that on October 21, 2025, the Board of Supervisors (Board) of the County of Plumas (County) adopted a Resolution of Intention to renew the Plumas County Tourism Marketing District (PCTMD) and to levy an assessment on lodging businesses within the PCTMD as set forth in the Resolution of Intention.

**NOTICE IS HEREBY FURTHER GIVEN** that at 10:00 AM on November 4, 2025, at the County of Plumas Board Chambers, 520 Main Street, Room 308, Quincy, California 95971, a public meeting shall be held pursuant to Government Code section 54954.6 to allow public testimony regarding the renewal of the PCTMD and the levy of assessments therein as set forth in the Resolution of Intention and pursuant to Government Code section 54954.6.

**NOTICE IS HEREBY FURTHER GIVEN** that at 10:00 AM on December 9, 2025, at the County of Plumas Board Chambers, 520 Main Street, Room 308, Quincy, California 95971, has been set as the time and place for a public hearing at which time the Board proposes to renew the PCTMD and to levy the proposed assessment as set forth in the Resolution of Intention.

**Location:** The renewed PCTMD includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of western Plumas County. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 19" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

**Services:** The PCTMD is designed to provide specific benefits directly to payors by increasing awareness and demand for room night sales. PCTMD Sales & Marketing and Micro-Zone Marketing programs will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

**Budget:** The total PCTMD annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$390,000. A similar assessment budget is expected to apply to subsequent years, but this assessment budget is expected to fluctuate as room sales do, and as businesses open and close.

**Cost:** The existing annual assessment rate is two percent (2%) of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty; and stays pursuant to contracts executed prior to January 1, 2021.

The proposed annual assessment rate is three percent (3%) of gross short-term (stays less than 31 days) sleeping room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; and stays by any officer or employee of a foreign government, which officer or employee is exempt by reason of express provisions of Federal law or international treaty.

**Collection:** The County will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, interest, and overdue charges) from each assessed lodging business located in the boundaries of the PCTMD. The County shall take all reasonable efforts to collect the assessments from each assessed lodging business.

**Duration:** The renewed PCTMD will have a ten (10) year life, beginning January 1, 2026, or as soon as possible thereafter, and ending ten (10) years from its start date. After ten (10) years, the PCTMD may be renewed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq. (94 Law) if assessed lodging business owners support continuing the PCTMD programs.

**Management:** Plumas County Tourism (PCT) shall continue to serve as the PCTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan and must provide annual reports to the Board of Supervisors.

**Protest:** Any owner of a lodging business within the renewed PCTMD that will be subject to the assessment may protest the renewal of the PCTMD. If written protests are received from the owners of lodging businesses in the renewed PCTMD who represent fifty percent (50%) or more of the estimated annual assessments to be levied, the PCTMD shall not be renewed, and the assessment shall not be imposed.

You may mail a written protest to:

Office of the Clerk of the Board of Supervisors  
County of Plumas  
520 Main Street, Room 309  
Quincy, California 95971

You may also appear at the public meeting or hearing and submit a written protest at that time.

**Information:** Should you desire additional information about this proposed PCTMD or assessment contact:

Shannon Greer  
Plumas County Tourism  
PO Box 1307  
Quincy, California 95971  
(530) 280-7187

# MEMORANDUM

**DATE:** November 4, 2025

**TO:** Honorable Chairman and Board Members

**FROM:**

**SUBJECT:** Public Meeting to Renew the Plumas County Tourism Marketing District

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## **RECOMMENDATION**

Hold a public meeting to renew the Plumas County Tourism Marketing District (PCTMD).

## **RESULT OF RECOMMENDED ACTION**

Holding this public meeting will result in a public hearing on December 9, 2025 on the renewal of the PCTMD and the levy of assessments on lodging businesses.

## **BACKGROUND**

The PCTMD is a benefit assessment district proposed to continue a revenue source to help fund Sales & Marketing and Micro-Zone Marketing efforts for western Plumas County lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed businesses. The renewed PCTMD includes all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of western Plumas County. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 19" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

Lodging business owners decided to pursue renewal of the PCTMD in order to continue a revenue source devoted to marketing western Plumas County as a tourist, meeting and event destination. If renewed, the PCTMD would generate approximately \$390,000 on an annual basis for promotion of travel and tourism specific to western Plumas County.

## ***TOURISM MARKETING DISTRICTS***

Tourism Marketing Districts (TMDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow assessed business owners to organize their efforts to increase tourism. Business owners within the TMD fund the TMD, and those funds are used to provide services that are desired by and benefit the assessed businesses within the TMD.

TMD benefits:

- Funds cannot be diverted for other government programs;
- They are customized to fit the needs of each destination;
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation;
- They are designed, created and governed by those who will pay the assessment; and
- They provide a stable funding source for tourism promotion.

In California, TMDs are primarily formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). This law allows for the creation of special benefit assessment districts to raise funds within a specific geographic area. The key difference between TMDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TMD.

*MANAGEMENT DISTRICT PLAN*

The Management District Plan (**Attachment 1**) includes the proposed boundary of the PCTMD, a service plan and budget and a proposed means of governance. The PCTMD will include all lodging businesses, existing and in the future, available for public occupancy located within the boundaries of western Plumas County. The PCTMD boundary is the same as the Plumas County boundary to the north and the west, the eastern boundary is longitude 120° 34' 36" W from the Plumas County boundary in the north to latitude 39° 50' 19" N and longitude 121° 0' 0" W from latitude 39° 50' 19" N to latitude 39° 46' 50" N, and the southern boundary is latitude 39° 50' 19" N from longitude 120° 34' 36" W to longitude 121° 0' 0" W and latitude 39° 46' 50" N from longitude 121° 0' 0" W to the Plumas County boundary.

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The renewed PCTMD will have a ten (10) year term, beginning January 1, 2026, or as soon as possible thereafter, and ending ten (10) year from its start date. Once per year beginning on the anniversary of PCTMD renewal there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the PCTMD.

The County will be responsible for collecting the assessment on a quarterly basis from each assessed business. The County shall forward the assessments to Plumas County Tourism (PCT), which will have the responsibility of managing PCTMD programs as provided in the Management District Plan. The County shall retain a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

## **PCTMD RENEWAL PROCESS**

October 21, 2025	<b>RESOLUTION OF INTENTION HEARING (COMPLETED)</b> Upon the submission of a written petition, signed by the business owners in the renewed PCTMD who will pay more than fifty percent (50%) of the assessments proposed to be levied, the Board of Supervisors (Board) may initiate proceedings to renew the PCTMD by the adoption of a resolution expressing its intention to renew the PCTMD.
	<i>Petition Status:</i> Petitions in favor of PCTMD renewal were submitted by assessed businesses which represent more than fifty percent (50%) of the total PCTMD assessment. This majority petition allows the Board to initiate proceedings for PCTMD renewal at the September 16, 2025 meeting.
No later than October 24, 2025	<b>NOTICE (COMPLETED)</b> The 94 Law requires the County to mail written notice to the owners of all businesses proposed to be assessed within the PCTMD. Mailing the notice begins a mandatory forty-five (45) day period in which assessed business owners may protest PCTMD renewal.
November 4, 2025	<b>PUBLIC MEETING</b> Allow public testimony on the renewal of the PCTMD and levy of assessments. No Board action required.
December 9, 2025	<b>FINAL PUBLIC HEARING</b> If written protests are received from the owners of businesses in the renewed PCTMD which will pay fifty percent (50%) or more of the assessments proposed to be levied, and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Board.  If the Board, following the public hearing, decides to establish the renewed PCTMD, the Board shall adopt a resolution of formation.

## **ALTERNATIVES**

The Board could choose not to hold the public meeting. Staff does not recommend this option.

## **FISCAL IMPACT**

None immediately. The County will receive a fee of 2% of the amount collected to cover its costs of administration. Because the PCTMD programs are intended to increase visitation to the County, there may be an increase in transient occupancy tax and sales tax collections.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Sarah Novak, Sheriff's Fiscal Officer

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and CorrecTek, Inc., to provide electronic medical record software for the Plumas County Correctional Facility; effective October 1, 2025; not to exceed \$250,000.00; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office; approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and CorrecTek, Inc., to provide electronic medical record software for the Plumas County Correctional Facility; effective October 1, 2025; not to exceed \$250,000.00; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office; approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide electronic medical record software for inmates housed at Plumas County correctional facilities.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and CorrecTek, Inc., to provide electronic medical record software for the Plumas County Correctional Facility; effective October 1, 2025; not to exceed \$250,000.00; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office; approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) Re-Entry Grant Funded through District Attorney's office

**Attachments:**

1. CorrecTek 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 **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and CorrecTek, Inc. a Kentucky 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 Two Hundred and Fifty Thousand Dollars (\$250,000.00).
3. **Term.** The term of this agreement shall be three years from October 1, 2025, through September 30, 2028, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 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 claims, deductibles, self-insured retentions, , liability, judgments, awards, fines, mechanics’ liens or other liens, losses, damages, expenses, or charges, 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. 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, within the terms and limitations of the Contractor’s insurance policy.

a. To the furthest extent permitted by law Contractor shall not be liable for and County shall defend and indemnify Contractor and its officers, agents, employees, and volunteers against claims, deductibles, self-insured retentions, liability, judgments, awards, fines, mechanics’liens or other liens, losess, damages, expenses, charges, or costs, 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 County or its officers, employees, agents, contractors, licensees or servants.

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.

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

- 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. 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
  - iv. 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

\_\_\_\_\_ COUNTY INITIALS \_\_\_\_\_ CONTRACTOR INITIALS \_\_\_\_\_

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

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

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

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

County:

Plumas County Sheriff's Office  
County of Plumas  
1400 E Main Street  
Quincy, Ca, 95971  
Attention: Steve Clark

Contractor:

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

CorrecTek, Inc.  
Dan Jarrett, President  
2929 Broadway  
Paducah, Ky, 42001

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.

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

**CONTRACTOR:**

CorrecTek, Inc.

By: \_\_\_\_\_

Name: Dan Jarrett

Title: President

Date signed:

By: \_\_\_\_\_

Name: Connie Ulrich

Title: CFO

Date signed:

**COUNTY:**

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

By: \_\_\_\_\_

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By: \_\_\_\_\_

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



\_\_\_\_\_  
Joshua Breetzel, Attorney  
County Counsel's Office

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## **EXHIBIT A**

### **Scope of Work**

#### **SOFTWARE LICENSE AGREEMENT**

This Software License Agreement is entered into by and between LICENSOR CorrecTek, Inc. (CORRECTEK), a Kentucky corporation with a place of business at 2929 Broadway, Paducah, Kentucky 42001, and CLIENT Plumas County Sheriff's Office ("CLIENT"), with a mailing address at 1400 Main Street, Quincy, CA 95971. The effective date of this Agreement shall be the last date executed below ("Effective Date").

#### **RECITALS**

- A. CORRECTEK, Inc. is the owner of a comprehensive software system, CORRECTEK EHR, designed to replace another software system or a paper-based system of medical department management.
- B. CLIENT is a law enforcement agency operating within a correctional facility desiring to enter into a Licensing Agreement for the non-exclusive right to utilize CORRECTEK in a Correctional Facility Medical Department setting.
- C. CLIENT desires to obtain a license to certain CORRECTEK software and technology, in order to replace another software system or a paper-based system of medical department management. CORRECTEK is willing to grant CLIENT such a license upon the terms and conditions set forth below.
- D. "SOFTWARE" means the CORRECTEK EHR software developed or acquired by CORRECTEK to replace another software system or a paper-based system of medical department management.
- E. "AUTHORIZED USER" (User) means any employee or contractors of CLIENT and/or designated vendors.
- F. "SUPPORTING RESOURCES" is defined as printed or electronic user manuals, technical guides, training resources, etc. provided by CORRECTEK to aid in the use of the SOFTWARE.
- G. "TRAINING AND GO-LIVE" is defined as time when CorrecTek resources are on-site at the facility to train staff and assist staff with the initial use of the software.
- H. "GO-LIVE" means the moment at which the software is initially used in a production environment.
- I. "INTERFACE" is defined and referenced in all applicable addendums attached hereto and incorporated herein.
- J. "IMPLEMENTATION COORDINATOR" The CORRECTEK IMPLEMENTATION COORDINATOR has the overall authority and responsibility for managing and executing this project

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- K. "FACILITY PROJECT LEADER" is the member of the CLIENT'S organization that promotes the project and is responsible for ensuring the completion of CLIENT deliverables.
- L. "JUMP START ACCESS" is a change in the traditional order of implementation steps allowing the CLIENT to GO-LIVE with the SOFTWARE prior to the completion of implementation steps that would normally take place before GO-LIVE. "JUMP START ACCESS" may waive the need for some implementation steps. The waiver of any implementation step(s) will be upon mutual agreement between the CLIENT and CORRECTEK. If CLIENT did not initially contract for a "JUMP START ACCESS", but during the implementation process desires to switch to a "JUMP START ACCESS", a "JUMP START ACESSS" may be possible upon mutual agreement of CORRECTEK and CLIENT. Refer to Addendum JSA – JUMP START ACCESS for more information.

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## AGREEMENT

### 1. GRANT OF RIGHTS

- 1.1. Subject to payment of applicable license fees, CORRECTEK grants CLIENT a non-exclusive and non-transferable license to use the executable code version of the SOFTWARE and accompanying SUPPORTING RESOURCES by AUTHORIZED USERS, according to the terms and conditions of this agreement.
- 1.2. CLIENT agrees that CLIENT is prohibited from performing, and will not perform any of the following actions:
  - 1.2.1. Use the SOFTWARE except as authorized herein
  - 1.2.2. Modify or create any derivative works of any SOFTWARE or SUPPORTING RESOURCES, including the translation or localization
  - 1.2.3. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for SOFTWARE (except to the extent applicable laws specifically prohibit such restriction)
  - 1.2.4. Redistribute, encumber, sell, rent, lease, sublicense, or use the SOFTWARE in a timesharing or service bureau arrangement, or otherwise transfer rights to any SOFTWARE
  - 1.2.5. Copy the SOFTWARE (except for an archival copy which must be stored on media other than a computer hard drive) or SUPPORTING RESOURCES (copies shall contain the notices regarding proprietary rights that were contained in the SOFTWARE originally delivered by CORRECTEK)
  - 1.2.6. Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels in the SOFTWARE
  - 1.2.7. Modify any header files or class libraries in any SOFTWARE
  - 1.2.8. Create or alter source or development tables or reports relating to the database portion of the SOFTWARE
  - 1.2.9. Access CORRECTEK database tables or other CORRECTEK data storage outside the use of the SOFTWARE unless otherwise authorized by CORRECTEK
  - 1.2.10. Use CORRECTEK SOFTWARE on a computer system that has more workstations or computers than have been licensed from other vendors
- 1.3. Assignment of Rights. As additional consideration, CLIENT agrees that it will transfer and assign all rights to any configuration, add-ons, modules or source code developed by CORRECTEK and entered by AUTHORIZED USERS into existing area formats of the SOFTWARE that CLIENT creates, uses or embeds in or as part of its use of the SOFTWARE to CORRECTEK irrevocably and forever.
- 1.4. No Other Licenses. The licenses granted under this Agreement are specifically set forth herein, and no licenses are granted by CORRECTEK to CLIENT by implication or estoppels.

### 2. INSTALLATION AND ONGOING MAINTENANCE

- 2.1. CORRECTEK will provide the CORRECTEK SOFTWARE and database to the appropriate CLIENT IT personnel for implementation. It will be the sole responsibility of CLIENT IT to install the initial database, CORRECTEK SOFTWARE and any subsequent updates.
- 2.2. CLIENT acknowledges that the following duties are NOT the responsibility of CORRECTEK:
  - 2.2.1. Maintaining a functioning network.
  - 2.2.2. Maintaining any servers or workstations related to the CORRECTEK SOFTWARE including but not limited to backups, Microsoft SQL Server database maintenance, system performance, or anti-virus monitoring.
  - 2.2.3. Managing AUTHORIZED USER log in names and passwords.
  - 2.2.4. Implementing, updating, or troubleshooting printers or peripheral devices including, but not limited to: document scanners, signature pads, barcode readers or fingerprint readers.
  - 2.2.5. Any other administrative duties typical of an Information Technology organization.
- 2.3. CLIENT acknowledges that CLIENT or CLIENT IT vendor is responsible for implementing their own change management process for new CORRECTEK SOFTWARE releases prior to installing a new build in the production environment.
- 2.4. User Acceptance Testing

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2.4.1. Development – CorrecTek SOFTWARE is an off-the-shelf Electronic Health Record application. CLIENT will not be involved in testing the development of the software, as this process takes place prior to purchase.

2.4.2. Configuration – CLIENT will not be involved in testing the completed configuration of the software, unless otherwise outlined in Exhibit 1.

### 3. FEES AND TAXES

- 3.1. CLIENT shall pay fees to CORRECTEK, Inc. according to the fee schedule set forth in Exhibit 1 attached hereto and incorporated herein by reference.
- 3.2. The fees due hereunder are exclusive of any applicable taxes. CLIENT shall pay all taxes, including any sales and/or use tax (and any related interest/penalty), imposed as a result of the existence or operation of this Agreement, except any income tax upon CORRECTEK by any governmental entity. Sales tax will be charged unless CLIENT provides a valid Sales Tax Exemption Certificate.
- 3.3. Taxes. In addition to any other payments due under this Agreement, CLIENT agrees to reimburse and hold CORRECTEK harmless from any sales, use, excise import or export, value added or similar tax or duty, or any other tax not based on CORRECTEK's net income, and any governmental permit and license fees, customs fees and similar fees levied upon delivery of the deliverable and/or services hereunder which CORRECTEK may incur in respect of this Agreement.
- 3.4. Failure to Use. In the event that the CLIENT fails to use, or chooses not to use any component of the SOFTWARE, the SOFTWARE itself, or any service provided by CORRECTEK, under no circumstances, is any fee paid to CORRECTEK reimbursable back to the CLIENT. In the event that the CLIENT fails to use, or chooses not to use any component of the SOFTWARE, the SOFTWARE itself, or any service provided by CORRECTEK, under no circumstances, is any fee paid to CORRECTEK transferable to another product or service offered by CORRECTEK.

### 4. PAYMENT

- 4.1. CLIENT agrees to pay according to payment terms on Exhibit 1.
- 4.2. Technical Support and Upgrade fees will commence on the first day of the month in which "GO-LIVE" is scheduled to occur unless alternate terms are attached hereto as an attachment in which case terms defined in the attachment shall prevail. This rate will remain in effect for a period of ONE (1) YEAR after commencement of this Agreement. Thereafter, CorrecTek may increase the Monthly Technical Support and Upgrade Fee by sending written notice of such increase at least sixty (60) days prior to the annual contract renewal.
- 4.3. Payment of any other amount, including subsequent monthly payments owed by CLIENT to CORRECTEK pursuant to this Agreement shall be paid within thirty (30) days following invoice from CORRECTEK. In the event any overdue amount owed by CLIENT is not paid following thirty (30) days written notice from CORRECTEK, then in addition to any other amount due, CORRECTEK may impose, and CLIENT will pay, a late payment charge at the rate of fifteen percent (15%) per month on any overdue amount. Support and upgrade services will be discontinued in the event the CLIENT is 60 days past due on any invoice. In the event of discontinuation, all outstanding fees and a \$395 reconnect/processing fee must be satisfied before service can be reinstated. CORRECTEK will not perform any additional billable services for CLIENT if account is not in good standing.
- 4.4. If the established training and target go-live milestone date is delayed at no fault of CORRECTEK, CLIENT agrees to reimburse CORRECTEK for all non-refundable costs (airline tickets, lodging, car rental costs, shipping costs, etc.) Additionally, CLIENT acknowledges that such delay impacts CORRECTEK financially and agrees to reimburse CORRECTEK for scheduled resources if CORRECTEK is unable to reschedule those resources to another comparable project.
- 4.5. It is a CORRECTEK policy that any payment over \$4,000 be sent overnight using our FedEx Account Number (provided on invoices) to ensure that the payment is secure, can be tracked, and is received on time.

### 5. TERM

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5.1 This Agreement shall have a term of one (1) year commencing on the date it is executed by both parties hereto, and thereafter it shall automatically renew for successive renewal terms of one year each unless either party gives written notice of its intent not to renew to the other party at least sixty (60) days prior to the date of any renewal. Upon renewal of this Agreement, CLIENT shall pay CORRECTEK recurring and/or monthly fees according to the defined payment schedule set forth in Exhibit 1 attached hereto.

## 6. PROPRIETARY RIGHTS

- 6.1. Title. CLIENT acknowledges that the SOFTWARE and SUPPORTING RESOURCES are the valuable trade secrets of CORRECTEK. CORRECTEK shall be the sole and exclusive owner of the SOFTWARE.
- 6.2. Proprietary Rights Notices. CLIENT agrees that it will not alter or otherwise obscure any proprietary rights notices appearing in the SOFTWARE or SUPPORTING RESOURCES.

## 7. WARRANTY

7.1. CLIENT acknowledges that because of the complexity of computer technology, CORRECTEK cannot and does not warrant that the SOFTWARE operations will be uninterrupted and error free. CORRECTEK warrants that for a period of Ninety (90) days after installation of the SOFTWARE, (the "Warranty Period"), the SOFTWARE will perform substantially in accordance with the SUPPORTING RESOURCES. In the event of any defect arising during the Warranty Period, or at any time during which Monthly Technical Support and Upgrade Fees are current, CORRECTEK shall address any such defects promptly following receipt of written notice from CLIENT of such defects.

## 8. LIMITATION OF LIABILITY

8.1. Except as otherwise herein provided: (A) CORRECTEK shall not have any liability for incidental, consequential, indirect, special or punitive damages of any kind or for loss of revenue or loss of business arising out of or in connection with this agreement, regardless of the form of the action, whether in contract, tort (including negligence), strict software liability or otherwise, even if any representative of a party hereto has been advised of the possibility of such damages; and (B) in no event shall CORRECTEK's liability under this agreement exceed the amounts paid by CLIENT to CORRECTEK under this Agreement.

## 9. DISPUTE RESOLUTION

- 9.1. Negotiation and Mediation. In the event of any dispute arising between the parties to this Agreement, other than a claim for non-payment of fees by CorrecTek against CLIENT, negotiation will commence upon written notice from one party to the other. Settlement discussions and materials will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. Both parties agree to allow 45 days (from the date of written notice) for negotiations in a good faith effort to resolve the dispute prior to pursuing another course of action. In the event of a claim for non-payment please refer to section 4.3.
- 9.2. Legal Fees. In the event of any dispute arising between the parties, the prevailing party shall be reimbursed by the non-prevailing party for any and all costs associated therewith, including attorneys' fees and paralegal fees for all stages of dispute resolution.
- 9.3. Limitations Period. Absent fraudulent concealment, neither party may raise a claim more than three years after it arises or any shorter period provided by applicable statutes of limitations.

## 10. INITIAL SERVICES AND IMPLEMENTATION CONSIDERATIONS

### 10.1. Project Management.

10.1.1. After contract execution, CORRECTEK shall assign an IMPLEMENTATION COORDINATOR to facilitate the implementation of the SOFTWARE. The CORRECTEK IMPLEMENTATION COORDINATOR will work with all resources to perform project planning.

10.1.2. After contract execution, CLIENT will assign a FACILITY PROJECT LEADER with whom the CORRECTEK IMPLEMENTATION COORDINATOR will coordinate activities and CLIENT deliverables.

10.1.3. Timeline. Once a CORRECTEK IMPLEMENTATION COORDINATOR and FACILITY PROJECT LEADER have been assigned CLIENT agrees to work with CORRECTEK to establish an implementation schedule to include milestone dates. Milestone dates will be agreed upon by both CLIENT and

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CORRECTEK and confirmed via email or in writing. If an established milestone date is delayed at no fault of CORRECTEK, any payment associated with that milestone is due immediately.

10.1.4. During the initial contact between the CORRECTEK IMPLEMENTATION COORDINATOR and FACILITY PROJECT LEADER, the CORRECTEK IMPLEMENTATION COORDINATOR will provide and review a Project Management Plan which will be the guiding document throughout the implementation process.

10.1.5. During the review of the Project Management Plan, the CORRECTEK IMPLEMENTATION COORDINATOR will introduce the CLIENT deliverables required for a successful implementation. The FACILITY PROJECT LEADER, or a designated Project Team member, is responsible for ensuring the completion of these CLIENT deliverables. CLIENT agrees to complete required tasks by assigned completion dates in preparation of training and go-live efforts.

10.1.6. CLIENT Deliverables.

10.1.6.1. Project Management Plan Acknowledgement – After reviewing the Project Management Plan with the CORRECTEK IMPLEMENTATION COORDINATOR, the FACILITY PROJECT LEADER will sign off, acknowledging that the plan was reviewed.

10.1.6.2. CorrecTek Environment Readiness Checklist – The CORRECTEK IMPLEMENTATION COORDINATOR will provide the FACILITY PROJECT LEADER with the CorrecTek Environment Readiness Checklist. CLIENT IT and/or CLIENT IT Vendor will complete each task outlined in the CorrecTek Environment Readiness Checklist, initial each task, and verify completion.

10.1.6.3. CorrecTek Environment Readiness Inspection – (*This deliverable may be waived or altered in a JUMP START ACCESS Implementation.*) During the EHR Needs Assessment the CORRECTEK IMPLEMENTATION COORDINATOR will work with the FACILITY PROJECT LEADER to identify all end user devices that will be utilized. Upon completion of the CorrecTek Environment Readiness Checklist the CORRECTEK IMPLEMENTATION COORDINATOR will schedule an Environment Readiness Inspection to be completed approximately thirty (30) days prior to TRAINING AND GO-LIVE. During the Environment Readiness Inspection, the CLIENT will be responsible for providing a resource to work remotely with CORRECTEK to physically verify functionality of each end user device and network. Following the Environment Readiness Inspection, a report of all inspected items will be provided to the CLIENT. The CLIENT will be responsible for addressing all failed items.

10.1.6.4. Network Outage Plan – The CORRECTEK IMPLEMENTATION COORDINATOR will explain to the CLIENT FACILITY PROJECT LEADER, the requirements for a Network Outage Plan. The FACILITY PROJECT LEADER will then provide this information to the CORRECTEK IMPLEMENTATION COORDINATOR.

10.1.6.5. EHR Needs Assessment Questionnaire and Configuration Spreadsheet – CORRECTEK IMPLEMENTATION COORDINATOR will provide and explain to the FACILITY PROJECT LEADER, the EHR Needs Assessment Questionnaire and Configuration Spreadsheet. Upon receipt of this information, the designated CLIENT Project Team member(s) will complete and return to the CORRECTEK IMPLEMENTATION COORDINATOR.

10.1.6.6. Approve EHR Needs Assessment Summary – Using information gathered from the EHR Needs Assessment Questionnaire, Configuration Spreadsheet, and Assessment the CORRECTEK IMPLEMENTATION COORDINATOR will provide a EHR Needs Summary to the CLIENT FACILITY PROJECT LEADER to review and give final approval that all configuration needs for the CorrecTek database were accurately captured.

10.1.6.7. AUTHORIZED USER List and Privileges – The CLIENT will provide the CORRECTEK IMPLEMENTATION COORDINATOR with required AUTHORIZED USER information.

10.1.6.8. Scheduling Spreadsheet – If on-site training was purchased, the CORRECTEK IMPLEMENTATION COORDINATOR will provide the FACILITY PROJECT LEADER with a scheduling spreadsheet. The FACILITY PROJECT LEADER will complete the spreadsheet and ensure that all AUTHORIZED USERS are assigned to a training session. This information will then be given to the CORRECTEK IMPLEMENTATION COORDINATOR.

10.1.6.9. Go-Live Confirmation Agreement – The CORRECTEK IMPLEMENTATION COORDINATOR will work with the CLIENT to establish a schedule for go-live support.

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10.1.6.9.1. If go-live support is on site, prior to making travel arrangements for CORRECTEK resources the CLIENT FACILITY PROJECT LEADER will review, sign, and return to the CORRECTEK IMPLEMENTATION COORDINATOR, the Go-Live Confirmation Agreement.

10.1.6.9.2. If the established training and target go-live milestone date is delayed at no fault of CORRECTEK, CLIENT agrees to reimburse CORRECTEK for all non-refundable costs (airline tickets, lodging, car rental costs, shipping costs, etc.) Additionally, CLIENT acknowledges that such delay impacts CORRECTEK financially and agrees to reimburse CORRECTEK for scheduled resources if CORRECTEK is unable to reschedule those resources to another comparable project.

10.1.6.10. Chart Preparation Acknowledgement– (*This deliverable may be waived or altered in a JUMP START ACCESS Implementation.*) Chart preparation involves ensuring critical patient data is entered into the CORRECTEK EHR database. The CORRECTEK IMPLEMENTATION COORDINATOR will provide the CLIENT FACILITY PROJECT LEADER with an overview of the Chart Prep process. The FACILITY PROJECT LEADER will review, sign, and return the provided acknowledgement to the CORRECTEK IMPLEMENTATION COORDINATOR.

10.1.6.11. Electronic Chart Preparation– (*This deliverable may be waived or altered in a JUMP START ACCESS Implementation.*) Approximately two weeks prior to the start of training, the CLIENT's identified Chart Prep Resources will attend an online Chart Prep training session, conducted by CORRECTEK. During this training session attendees will learn how to populate inmate charts with current critical patient data. CLIENT Chart Prep team will complete this process for ALL active patients at the facility to ensure facility is ready for CORRECTEK go-live.

10.2. Initial Services. CORRECTEK will provide initial services to facilitate the implementation of the SOFTWARE.

10.2.1. Configuration.

10.2.1.1. The production database includes a complete set of standard forms, reports, and orders as outlined in Addendum A.

10.2.1.1.1. Any form, order or report not included in Addendum A can be added to the production database for an additional charge. CorrecTek will provide an estimate based on the scope of work following the request. CORRECTEK is not responsible for additional configuration requests that arise from insufficient, outdated or incomplete information. **Exhibit 1, Line AS-C** specifies the CONFIGURATION Services Hourly rate. The CORRECTEK IMPLEMENTATION COORDINATOR will provide an estimate for pre-approval by the CLIENT prior to performing any configuration services.

10.2.1.1.2. Any form, order and/or report listed in Addendum A can be modified by CORRECTEK, as requested by the CLIENT. The Purchase Fee (**Exhibit 1, Line T**) includes a set number of **Initial Configuration Hours (Exhibit 1, Line D)** that can be performed by CORRECTEK at no additional charge. Additional modification requests beyond the **Initial Configuration Hours (Exhibit 1, Line D)** will be billed at the CONFIGURATION SERVICES rate (**Exhibit 1, Line AS-C**). The CORRECTEK IMPLEMENTATION COORDINATOR will provide an estimate for pre-approval by the CLIENT prior to performing any modification requests.

10.2.2. Initial Training and Go-Live services (If purchased) (*This deliverable may be waived or altered in a JUMP START ACCESS Implementation.*)

10.2.2.1. If purchased, Initial Training and Go-Live services can be performed on-site or remotely.

10.2.2.2. Initial Training typically occurs immediately prior to Go-Live services.

10.2.2.3. Remote Initial Training and Remote Go-Live services require a secure, high-speed, internet connection.

10.2.2.4. Initial Training and Go-Live services shall commence on a mutually agreed upon schedule and date.

10.2.2.5. All AUTHORIZED USES (including providers) must be trained in the use of the SOFTWARE.

10.2.2.6. Initial on-site service requirements (if purchased):

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10.2.2.6.1. Onsite services, if purchased, will be delivered at CLIENT facility. While onsite the CORRECTEK standard shift is eight (8) hours within a twenty-four (24) hour period that starts at the beginning of the eight (8) hour shift. In the event that a CORRECTEK employee works more than the standard eight (8) hour shift, the additional hours must be approved by the CORRECTEK IMPLEMENTATION COORDINATOR and will incur additional costs. Training and Go-Live hours presented in this quote are calculated to include morning to evening coverage at your facility. Overnight coverage is not included unless clearly defined in Exhibit 1.

10.2.2.6.2. All attendees will arrive on time and will attend each assigned session in its entirety. Attendees are not allowed to come and go throughout any session.

10.2.2.6.3. Attendees are not permitted to disrupt class in any manner.

10.2.2.6.4. Unless previous arrangements are made, attendees are prohibited from using cell phones or other communication devices during training sessions.

10.2.2.6.5. Attendees are required to acknowledge through signature the material covered in the training session.

10.2.2.6.6. Attendees must possess basic computer skills prior to receiving SOFTWARE training. CORRECTEK is not responsible for training basic computer skills.

10.2.2.6.7. Preapproved CORRECTEK incidental expenses for travel, meals and lodging for initial services as defined in Exhibit 1 will be charged upon contract execution.

10.2.2.6.8. CLIENT will provide appropriate accommodations to include space to comfortably seat class attendees, tables or desks, chairs, power outlets, and a large surface on which to project electronic training presentations and will ensure CORRECTEK resources are provided ample time to set-up prior to sessions.

10.3. Interface Efforts. CLIENT will facilitate the coordination with outside vendors as requested by CORRECTEK.

10.4. Vendor system upgrades. No upgrades to any outside vendor systems will be allowed 30 days prior to SOFTWARE implementation or the 30 days following the implementation.

10.5. Project Implementation Change Management – Only applicable prior to GO LIVE. (***This deliverable may be waived or altered in a JUMP START ACCESS Implementation.***) A project change request is a formal proposal to modify any document, deliverable, or baseline associated with the CORRECTEK SOFTWARE EHR Implementation project. Any project team member or stakeholder may submit a change request. All change requests will be reviewed by the CORRECTEK IMPLEMENTATION COORDINATOR and key stakeholders. The FACILITY PROJECT LEADER will have final approval authority of all change requests related to the project. For change requests that result in a billable service, the change will be implemented upon receipt of payment. If necessary, an addendum to the contract will be executed by all involved parties, and all other related documentation will be updated. The CORRECTEK IMPLEMENTATION COORDINATOR will communicate the change to all project stakeholders.

11. ADDITIONAL SERVICES AND FEES.

11.1. Additional services requested, at any time during the terms of this agreement, will be billed at the rate as defined in "Exhibit 1."

11.1.1. Configuration services will be billed at the CONFIGURATION SERVICES rate (***Exhibit 1, Line AS-C.***)

11.1.2. Training for any and all employees, contractors or users of CORRECTEK SOFTWARE following the initial implementation (Go-Live) of the SOFTWARE will be billed at the TRAINING SERVICES rate (***Exhibit 1, Line AS-T.***)

11.1.3. If the CLIENT has entered into an **CorrecTek Advantage Plan Agreement** there may not be a charge for remote training services.

11.1.4. Preapproved CORRECTEK incidental expenses for travel, meals and lodging will be charged to CLIENT prior to the time of occurrence for on-site training services.

11.1.5. Any additional services, including development services, will be billed at the DEVELOPMENT SERVICES rate (***Exhibit 1, Line AS-D.***)

11.2. Addition of or change to any interface with CORRECTEK will incur additional fees.

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11.3. In the event that any of the following may occur, CORRECTEK shall require a 60 day written notice. Failure to provide the required notice may result in additional fees by CORRECTEK and interrupted use of the CORRECTEK system.

- 11.3.1. Change/removal/addition of healthcare vendor. Changing healthcare vendors may require a significant amount of configuration to capture their required functionality.
- 11.3.2. Addition of or change to any interface with CORRECTEK
- 11.3.3. Change to hosting or IT vendor
- 11.3.4. Technology changes including but not limited to server migrations, server upgrades, software upgrades, e.g., MS Windows version upgrades
- 11.3.5. Any instance that impacts the use of the CORRECTEK system not listed above, i.e. staffing/provider changes.

12. NETWORK CONNECTIVITY

- 12.1. CLIENT acknowledges that the SOFTWARE requires a functioning network connection. Should the CLIENT fail to provide network access, wirelessly or otherwise, the SOFTWARE cannot be utilized.
- 12.2. Should the CLIENT fail to provide network access, wirelessly or otherwise, for medication administration, the disconnected MAR functionality may be utilized. CLIENT acknowledges that an electronic medication administration record (MAR) is included in the SOFTWARE and that optimum MAR functionality can be achieved only through a functioning network connection.
- 12.2.1. CLIENT acknowledges and accepts the limitations associated with the disconnected MAR model:
  - 12.2.1.1. No real-time access to the EHR and medical information
  - 12.2.1.2. New medical records and actions (orders, documentation, etc.) cannot be recorded
  - 12.2.1.3. Non-medication orders cannot be recorded
  - 12.2.1.4. Very limited patient data is available for review using the disconnected MAR
- 12.2.2. CLIENT agrees to hold CORRECTEK harmless from any liability associated from the use of the disconnected MAR model including, but not limited to, errors and inaccurate and outdated medical information.
- 12.2.3. CLIENT acknowledges that the use of the disconnected model will require users to manually download information to portable Microsoft Windows computers prior to med pass and manually sync med pass data with the database after med pass activity.
- 12.3. CLIENT acknowledges that the ability to access the SOFTWARE from a network other than the network the SOFTWARE is installed on is the responsibility of the LOCAL IT and/or IT VENDOR to setup.
- 12.4. CLIENT acknowledges that maintaining a functioning network is not the responsibility of CORRECTEK.

13. SCOPE AND CONDITIONS OF TECHNICAL SUPPORT

- 13.1. Support. CORRECTEK shall make Technical Support available to CLIENT in respect to the SOFTWARE for as long as SOFTWARE remains part of CORRECTEK's product line. CLIENT entitlement to technical support shall be contingent upon payment of the fees set forth in Exhibit 1 attached hereto.
- 13.2. Technical support of the SOFTWARE:
  - 13.2.1. Technical support is provided by CORRECTEK's specialists and is rendered during the entire period of the SOFTWARE use chosen by the CLIENT when ordering the SOFTWARE and Maintenance. For the purposes of this clause, the beginning of the SOFTWARE use is the point of installation on the CLIENT's server.
  - 13.2.2. Technical support of CORRECTEK is rendered without additional fee when performed by CORRECTEK specialists.
  - 13.2.3. At any time, should the CLIENT fail to install the most current software version releases within a reasonable amount of time, CORRECTEK, INC. reserves the right to discontinue software technical support of previous versions after providing a six (6) month notice of such to CLIENT.
  - 13.2.4. Includes software updates distributed periodically in order to eliminate detected errors, improve performance, or broaden the functionality of the SOFTWARE.
  - 13.2.5. Technical support is available via telephone 24 hours a day, 7 days a week, 365 days a year when the CORRECTEK technical support telephone number (1.866.438.3671, option 2) is utilized.

13.2.5.1. Each inquiry or question will be addressed initially by a CORRECTEK Tier 1 Support Technician and will be assigned a case number and priority level:

13.2.5.1.1. **Priority Level Red (PLR):** Priority Level Red issue means the Licensed Software is NOT OPERATIONAL. CORRECTEK shall respond by telephone to PLR issues with urgency and will make attempts to resolve PLR issues at the time the call is received.

13.2.5.1.2. **Priority Level Green (PLG):** A Priority Level Green Issue means the CLIENT cannot utilize objects contained in the Licensed SOFTWARE. CORRECTEK shall respond by telephone to PLG issues immediately and will make attempts to resolve PLG issues at the time the call is received. PLG issues do not critically impede workflow and overall SOFTWARE functionality and often an alternate solution can be provided during the initial call.

13.2.5.1.3. **Development Request:** Development Requests are any requests made by the CLIENT for SOFTWARE enhancements or functionality changes. CORRECTEK will review Development Requests and will determine in its discretion whether and to what extent to resolve such problems. After evaluation, the CLIENT can expect communication from a member of the CORRECTEK Technical Support Department.

13.2.5.2. The CORRECTEK Tier 1 Support Technician will attempt to resolve PLR and PLG issues during the initial phone call. In the event the call cannot be resolved by the CORRECTEK Tier 1 Support Technician, the issue will be elevated to Tier 2 status.

13.2.5.2.1. If the Tier 2 Support Technician is available at the time of the call, the call will be transferred for immediate attention.

13.2.5.2.2. In the event that a Tier 2 Support Technician is not immediately available, the case will be placed in a queue until a Tier 2 Support Technician is available. Depending on the nature of the case, the CLIENT can expect contact from the Support Technician responsible for case resolution.

13.2.5.3. Within 30 to 60 days after GO-LIVE, at the request of the CLIENT, Support can also be made available via a "Request Technical Support" button within the SOFTWARE.

13.2.6. Case Escalation:

13.2.6.1. If the CLIENT needs to escalate an issue, a case can be escalated by contacting CORRECTEK Technical Support at (866) 438-3671, option 2. At any time during a support call, the caller can request to speak to a Tier 2 Support Technician. If a Tier 2 Support Technician is available, the call will be transferred immediately. In the event that a Tier 2 Support Technician is not immediately available, the request will be put into the Tier 2 Support Queue to be addressed by the first available Tier 2 Support Technician.

13.2.7. Email and FTP Usage:

13.2.7.1. New support cases submitted via email will not be addressed.

13.2.7.2. In the event screen shots or electronic documents must be submitted in support case research, the CORRECTEK Technical Support Representative may ask the CLIENT to submit the information electronically via email or through an FTP site.

13.2.8. Technical Support is defined as services provided in an attempt to solve customer specific problems with the Licensed Software. The intent of Technical Support is to assist in troubleshooting system errors, not to provide assistance with learning the application.

13.2.9. Technical support does not include:

13.2.9.1. Troubleshooting of the servers, computers, printers or peripheral devices including but not limited to: document scanners, signature pads, barcode readers or fingerprint readers.

13.2.9.2. Active monitoring of the environment that the CORRECTEK SOFTWARE operates in, to include but not limited to, interface folders, indexing, transaction logs and FTP communication sites.

13.2.9.3. Third party software used in support of the CorrecTek application is not the responsibility of CORRECTEK to manage or maintain, including but not limited to, Microsoft SQL, Windows Server, Anti-Virus software, etc.

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13.2.9.4. Specifically to Microsoft SQL, CORRECTEK is not responsible for backups, transaction log maintenance, rebuilding of indexes and other maintenance related items.

13.2.10. The following items are not included in the standard Technical Support services but may be contracted as a Billable Service:

- 13.2.10.1. Custom development requested by the CLIENT in regards to the SOFTWARE functionality or development of unique interfaces.
- 13.2.10.2. Training services to CLIENT.
- 13.2.10.3. Configuration requests after the Go-Live period.
- 13.2.10.4. Advantage Plan Customers may have some fees for services waived (e.g. configuration and/or training) based on the terms of the Advantage Plan. See Exhibit 1.

14. MISCELLANEOUS

- 14.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by CLIENT including any purchase order, and CLIENT hereby disclaims any terms therein, except for terms therein relating to product description, quantity thereof, pricing thereof, shipment and delivery.
- 14.2. Terms of Agreement Severable. If a court having jurisdiction should hold any provision in this Agreement illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent; or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- 14.3. Headings. The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.
- 14.4. Survival. The provisions of Sections 1.2, 1.3, 6.1, 6.2, 8.1, 9.1, 9.2, and 9.3 shall survive the termination of this Agreement.
- 14.5. Jurisdiction. This Agreement shall be governed in all respects by the laws of the State of Kentucky.

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**ASSIGNED CORRECTEK IMPLEMENTATION COORDINATOR CONTACT INFORMATION**

Name: TBD Title: CorrecTek IMPLEMENTATION COORDINATOR  
Phone Number: (866) 438-3671 ext. Email Address:

**CORRECTEK ACCOUNTS RECEIVABLE CONTACT INFORMATION**

Name: Kim Spink Title: Finance Administrator  
Phone Number: (866) 438-3671 ext. 201 Email Address: kspink@correctek.com

**CLIENT BILLING OR ACCOUNTS PAYABLE CONTACT INFORMATION**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**CONTACT RESPONSIBLE FOR RECEIVING ONGOING SUPPORT LOGS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**CONTACT RESPONSIBLE FOR RECEIVING UPDATE/RELEASE NOTE NOTIFICATIONS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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## CorrecTek Standard Database Components

*standard is subject to change*

### Addendum A: Page 1 of 3

#### CorrecTek Spark Standard Forms

Abnormal Involuntary Movement Scale	Nurse Sick Call Acne	Nurse Sick Call Sunburn
Behavioral Health Individual Treatment Plan	Nurse Sick Call Allergies	Nurse Sick Call Toothache
Benzodiazepine Withdrawal Scale for Corrections	Nurse Sick Call Altered Blood Sugar	Nurse Sick Call Unconscious
Blood Sugar Readings	Nurse Sick Call Amputation – Partial/Complete	Nurse Sick Call Upper Respiratory
Chart Prep	Nurse Sick Call Seizures/Postictal State	Nurse Sick Call Urinary Tract Symptoms
Chest X-Ray	Nurse Sick Call Asthma	Nurse Sick Call Vaginal/Penile Discharge
Chronic Care Clinic - Initial Visit	Nurse Sick Call Athlete's Foot	Nurse Sick Call Varicella Post-Exposure Prophylaxis
Chronic Care Clinic F/U	Nurse Sick Call Avulsed Tooth	Nurse Sick Call Vertigo
CIWA Alcohol Detox Flow Sheet	Nurse Sick Call Back Pain	Nurse Sick Call Wound Care/Dressing Change
Clinical Opiate Withdrawal Scale (COWS)	Nurse Sick Call Bites	Nursing Chronic Disease Flow Sheet
Consent - Informed (WD)	Nurse Sick Call Bleeding Following Dental Extraction	Medical Trip Notification (WD)
Consent - Mental Health Treatment (WD)	Nurse Sick Call Boil/Furuncle	OB 1 <sup>st</sup> Visit
Consent - Tooth Removal (WD)	Nurse Sick Call Bottom Bunk Assessment	OB Follow-Up Visit
Consult / Outpatient Provider Visit (WD)	Nurse Sick Call Burns	OB Post-Partum Visit
Dental Exam	Nurse Sick Call Chest Pain	Peak Flow
Dental Extraction	Nurse Sick Call Calluses/Corns	Post-Partum Visit
Dental Sick Call	Nurse Sick Call Constipation	Prenatal/OB Flow Sheet
Discharge Plan Form (WD)	Nurse Sick Call Cough	Prenatal Follow-Up Visit
Ebola Screening	Nurse Sick Call Sexual Assault	Provider Visit
EDD Confirmation	Nurse Sick Call Crabs / Pediculosis	Psychiatric Progress Note
EKG Interpretation	Nurse Sick Call Dandruff	Rapid Lab Test
ER Visit	Nurse Sick Call Dermatitis	Refusal of Treatment (WD)
General SOAPE - Provider	Nurse Sick Call Shortness of Breath	Release of Medical Information (WD)
Glasgow Coma Scale - Adult	Nurse Sick Call Diarrhea	Restraint Flow Sheet
Health Evaluation and Assessment	Nurse Sick Call Ear Problems	Segregation Log
Health Information Transfer Summary (WD)	Nurse Sick Call Eye Problems	Shift Communication
Health Service Request	Nurse Sick Call Joint Pain	Suicide Prevention Screening
Hospital Admission Log	Nurse Sick Call Fever	Suicide Risk Assessment
Hunger Strike Flow Sheet	Nurse Sick Call Gastrointestinal Symptoms	
Initial MH Exam	Nurse Sick Call Head Trauma	Tuberculosis Skin Test – Giving
Initial Psychiatric Evaluation	Nurse Sick Call Headache	Tuberculosis Skin Test – Results
Intake / Output	Nurse Sick Call Hemorrhoids	Urinalysis (Dipstick)
Intake Receiving and Screening	Nurse Sick Call Hypertension	Urine Pregnancy Result
Intra-system Transfer - Receiving	Nurse Sick Call Jock Itch	Urine Drug Screen
Medical Restriction	Nurse Sick Call Joint Injury	Use of Force
Medication Count and Verification	Nurse Sick Call Mental Health Complaints	USM-553 Medical Summary of Federal Prisoner/Alien In Trans (WD)
Mental Health Rounds Form	Nurse Sick Call Miscellaneous	Worker Medical Clearance
Neurological Assessment	Nurse Sick Call Nose Bleed	X-Ray Findings
Nurse Sick Call Abdominal Pain	Nurse Sick Call Overdose/Poisoning	
Nurse Sick Call Abrasions/Superficial Lacerations	Nurse Sick Call Pregnancy	
	Nurse Sick Call Poisonous Snake Bite	
	Nurse Sick Call Sinus	

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**Addendum A: Page 2 of 3**

**CorrecTek Spark Standard Orders**

CHART - Medical	LAB Urine Pregnancy	VAC MMR
CHART - MH	LAB Valproic Acid Level	VAC Pneumonia
DETOX BWSC + Vitals	Non-Formulary Drug Request	VAC Shingles
DETOX CIWA + Vitals	OBSV Hunger Strike	VAC Tdap
DETOX COWS + Vitals	OBSV Isolation	VAC Tetanus-Diphtheria
DETOX Vital Signs every shift	OBSV Medical Observation	VAC Varicella
DIAG Cardio/Respiratory Testing	OBSV MH Observation	Vaccination
DIAG Chest X-Ray	OBSV MH Observation to General Population	VISIT Annual History and Physical
DIAG CT Scan	OBSV MH Observation to Special Needs	VISIT Case Manager
DIAG Diagnostics	OBSV Segregation Housing	VISIT Chronic Care - Follow-Up
DIAG EKG	Outside Provider Referral	VISIT Chronic Care - Initial
DIAG Mammogram	PPD Plant	VISIT Dental - Annual Exam
DIAG MRI	PPD Read	VISIT Dental - Sick Call
DIAG Other Radiology/Nuclear Medicine	SHOT Injection	VISIT Dental - Surgery
DIAG Sleep Study	SHOT – Anti-D Immune Globin	VISIT Initial History-Physical
DIAG Ultrasound	SP Activity Restriction	VISIT MH - Professional
DIAG X-Rays	SP Bedrest	VISIT MH - Psychiatrist
DIET Clear Liquids x 24 hrs.	SP Boat	VISIT Nurse - Chronic Care
DIET Diabetic	SP Commissary Restriction	VISIT Nurse - Infectious Disease
DIET Diabetic + Snack	SP Ice Pack	VISIT Nurse - Sick Call
DIET Full Liquid x 3 days	SP Lower Bunk	VISIT OB
DIET Heart Healthy	SP Lower Bunk/Lower Level	VISIT Provider
DIET Nighttime Snack	SP Medical Hold	
DIET Nutritional Mix/Loaf	SP Rest	OBSV Suicide Watch – Initial
DIET Pregnancy w/HS Snack	SP Pregnancy Scrubs	OBSV Suicide Watch
DIET Sack Lunch	Special Needs/Accommodation	
DIET Soft x 3 days	Task Blood Pressure	
DIET Special Diet	Task Blood Sugar	
LAB	Task Clearance	
LAB Carbamazepine Level	Task CXR Doc	
LAB CBC	Task Dressing Change	
LAB CBC / CMP	Task Gargle	
LAB CMP	Task Intake	
LAB Gabapentin Level	Task Intake/Output	
LAB HCG	Task Irrigation	
LAB Hepatic Function Panel	Task Neuro Checks	
LAB HgbA1C	Task Peak Flow	
LAB HgbA1C and CMP	Task Restraint Check	
LAB HgbA1C, Chem 25, Fasting Lipid Profile	Task Vital Signs	
LAB HIV - CBC, HIV-RNA-PCR	Task Warm Water Soaks	
LAB HIV CD4 count and Viral Load	Task Weight Check	
LAB HTN - Chem 25 and Fasting Lipid Profile	Task Wound Care	
LAB Lipid Panel	Task Update EDD	
LAB Lithium Level	VAC H1N1	
LAB Phenobarbital Level	VAC Hepatitis A	
LAB Phenytoin (Dilantin) Level	VAC Hepatitis AB	
LAB Prenatal Profile	VAC Hepatitis B	
LAB Thyroid Panel	VAC Hepatitis C	
LAB UA (Dipstick) - In House	VAC HIB	
LAB Urinalysis (Routine)	VAC Influenza	
LAB Urine Drug Screen	VAC Meningococcal	

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**Addendum A: Page 3 of 3**

CorrecTek Spark Standard Reports		
All CDC Patients – Today	STATS - Initial Mental Health Exams	Workflow - Encounters - No Signature
All CDC Patients by Code – Today	STATS - Injury - Use of Force	Workflow - Expiring Orders for Review
CDC Cancer Patients - Last Month	STATS - Intake/Output (Today)	Workflow - Expiring Prescriptions for Review
CDC Cancer Patients – Today	STATS - Intakes Refused	Workflow – In-House Labs for Review
CDC Cardiovascular Patients – Today	STATS - Intake Screenings	Workflow - Intake Refusals
CDC Diabetic Patients – Today	STATS - Lipids (Past Year)	Workflow - Intake/Output (Today)
CDC GI Patients – Today	STATS - Medical Requests	Workflow - Interface Labs for Review
CDC HIV/AIDS Patients – Today	STATS - Mental Health Visits	Workflow - Labs Due
CDC Liver Patients – Today	STATS - Narcotics Log	Workflow - Medical Provider Visits (Today)
CDC Neuro Patients – Today	STATS - No Meds (Last 30 Days) – Patient Specific Report	Workflow - Medication Verification
CDC Pregnant Patients – Today	STATS - No Treatments (Last 30 Days)	Workflow - Missed / Not Taken Medications
CDC Renal Patients – Today	STATS - Nurse Sick Call Visits	Workflow - Non-Provider Lab Review
CDC Respiratory Patients – Today	STATS - Off-site Referrals	Workflow - Non-Provider Outside Record Review
CDC TB Patients – Today	STATS - Patients Receiving Meds	Workflow - Non-Provider Prescription Renewal Review
CDC Thyroid Patients – Today	STATS - Peak Flow (Last 90 Days)	Workflow – Orders Awaiting Authorization – Medical Director
STATS - All Open Orders	STATS - PPD Plants (Last Month)	Workflow - Orders Pending Approval
STATS - BP Checks	STATS - PPD Reads (Last Month)	Workflow - Outside Records for Review
STATS - BP Readings (Past Week)	STATS – Physicals	Workflow - Patients To Be Seen (Medical Provider)
STATS - BP Orders Carried Out	STATS – Provider Visits	Workflow - Patients To Be Seen (Mental Health)
STATS - BS Readings (Last 30 Days)	STATS - Refrigerator Temperature Log	Workflow - Patients To Be Seen (Dental)
STATS - CDC Cancer Patients	STATS – Refusals	Workflow - Patients To Be Seen (Nurse)
STATS - CDC Cardiovascular Patients	STATS - Restraint Check (Today)	Workflow - Patients To Be Seen (Psychiatrist)
STATS - CDC Diabetic Patients	STATS - Segregation Log	Workflow - Pending Referrals (Outside Provider)
STATS - CDC GI Patients	STATS - Sharps Log	Workflow - Prescriptions for Provider Signature
STATS - CDC HIV/AIDS Patients	STATS - Suicide Prevention Screenings	Workflow - Review Shift Communication
STATS - CDC Liver Patients	STATS - Suicide Risk Assessment (F/U)	Workflow - Schedule Outside Visits
STATS - CDC Neurology Patients	STATS - Suicide Risk Assessment (Initial)	Workflow - Special Diet List
STATS - CDC Pregnant Patients	STATS - UA Dipstick Results (Last 24 hours)	Workflow - Suicide Watch
STATS - CDC Renal Patients	STATS - # Patients on Medication (Last Month)	Workflow - Tasks Due Today
STATS - CDC Respiratory Patients	STATS - # Patients Refusing Medication (Last Month)	Workflow - Today's Outside Visits
STATS - CDC TB Patients	STATS - # Patients on Medication (Last Month)	Workflow - Unassigned Mental Health Visits
STATS - CDC Thyroid Patients	STATS - # Patients Refusing Medication (Last Month)	Workflow - Worker Medical Clearance Status
STATS - Chronic Care Visits	Workflow - Active Medical Restrictions	Patient Specific - BP/Pulse (Last 30 Days)
STATS - Dental Visits	Workflow - All Active Orders	Patient Specific Report - BUN/Creatinine (Last 90 Days)
STATS – Diagnostics	Workflow - All Completed Tasks (Daily)	Patient Specific Report - CBC (Past Year)
STATS - Drug Disposition (Last Month)	Workflow - Assign Lab Results	Patient Specific Report - HgbA1C (Past Year)
STATS - Emergency Drug Kit	Workflow - Assign Scanned Documents	Patient Specific Report - HIV Labs (Past Year)
STATS - ER Visits	Workflow – Authorized Orders for Review – Medical Records	Patient Specific Report –Missed/No Meds (Last 30 Days)
STATS – Health Assessments Completed	Workflow - Charts for Review	
STATS - Hospital Admissions (Last Month)	Workflow - Daily Encounter Productivity	
STATS - Infectious Disease Visits	Workflow – Denied/On Hold Orders for	

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Review – Medical Provider

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## **EXHIBIT B**

### **Fee Schedule**

#### **Exhibit 1**

Date: 6/5/2025 ADP 60  
Prepared For: Plumas County Sheriff's Office, Quincy, CA



#### **CORRECTEK SPARK PURCHASE AGREEMENT**

A.	The <b>Non-Exclusive Facility Software License Fee</b> is a one-time charge for the software license granted pursuant to the Software License Agreement.	<b>\$ 29,700</b>
B.	<b>Implementation Methodology</b> - CorrecTek will guide the customer through a <b>Full-Service Implementation</b> with " <b>On-Site</b> " training services and " <b>On-Site</b> " go-live support. <i>This implementation is a traditional model, and does NOT include a Jump Start Access. Refer to Addendum JSA for more info on Jump Start Access.</i>	
<b>Database Configuration</b>		
1.	The <b>production database</b> will include a set of <b>configurable items</b> (e.g., form, reports) as outlined in Addendum A.	
2.	It is the responsibility of the <b>CLIENT</b> to verify medical & business applicability of all <b>configurable items</b> .	
3.	Any <b>configurable item</b> listed in Addendum A can be changed by CorrecTek staff, if requested to do so by the <b>CLIENT</b> . There may be a charge for changes to these <b>configurable items</b> in the production database.	
C.	4. The <b>License Fee</b> above includes a set of <b>Initial Configuration Hours</b> at no additional charge (see below, Lines <b>D</b> & <b>AS-C</b> ). 5. Additional requested changes beyond the <b>Initial Configuration Hours</b> Included in the <b>SETUP FEE</b> (Line <b>D</b> .) will incur an hourly fee at the <b>CONFIGURATION SERVICES</b> rate listed below (Line <b>AS-C</b> ). 6. Any <b>configurable item</b> not included in Addendum A can be added to the CorrecTek database for an additional charge. CorrecTek will provide an estimate based on the scope of work at the time of the request. 7. Time permitting, high priority modifications can be made immediately before, during and after the go-live period at the discretion of CorrecTek.	
D.	<b>Initial Configuration Hours</b> (included in the License Fee, above)	<b>10 Hours</b>
<b>Project Management</b>		
E.	1. Dedicated Implementation Coordinator throughout the entire implementation 2. EHR Needs Assessment	
F.	<b>CorrecTek Environment Readiness Inspection</b> (included in the License Fee, above)	<b>8 Hours</b>
G.	<b>End-User Initial Training</b> - CorrecTek to provide on-site Initial Training for up to 25 users upon a mutually agreeable schedule. <i>CLIENT is encouraged to use the <b>CorrecTek eLearning Library</b> (<a href="http://correctek.com/eLearning">correctek.com/eLearning</a>) as a training resource.</i>	
H.	<b>End-User Go-Live Support</b> - CorrecTek to provide on-site Go-Live Support upon a mutually agreeable schedule.	
I.	<b>Interfaces</b> – Interfaces below are non-transferrable from the named vendor and type. If <b>CLIENT</b> declines/fails to implement the interface within one (1) year of contract execution, charges will apply to implement the interface at a later date.	<i>Standard OMS, Pharmacy, &amp; Lab Interface fees are included in the License Fee above.</i>
II.	<b>One (1) Standard OMS Interface to the Jail Management System provided by RIMS</b> based on the technical specifications listed in Addendum C.	
III.	<b>One (1) Standard Pharmacy Interface with Polaris</b> based on technical specifications listed in Addendum D.	
IV.	<b>One (1) Standard Laboratory Interface with Plumas District Hospital</b> based on technical specifications in Addendum E.	
V.	<b>Care-Quality Network</b> (plus \$400/month support fee, see line R3 below)	<b>\$ 8,000</b>
VI.	<b>Medicaid CalAIM Billing Functionality Interface and Setup</b> (plus \$150/month support fee, see line R4 below) (Note that CorrecTek does not offer Provider Enrollment Services or perform Data Entry)	<b>\$ 6,000</b>
VII.	<b>One (1) Surescripts Medication History Interface</b> (plus \$ 3.00 per patient query transaction fee billed in arrears, see Line A1 below). See Addendum G for terms and conditions.	<b>\$ 4,000</b>
VIII.	<b>One (1) Surescripts Interface for e-Prescribing</b> to Retail Pharmacies (plus \$125/prescriber/month fee, see Line A2 below)	<b>\$ 4,000</b>
IX.	<b>One (1) Standard Radiology Interface with Med Web</b> - based on technical specifications listed in Addendum H.	<b>\$ 4,000</b>
X.	<b>One (1) Standard Sick Call Feed</b> - based on technical specifications listed in Addendum I.	<b>\$ 4,000</b>
XI.	<b>One (1) Standard Charges Feed</b> – based on technical specifications listed in Addendum J.	<b>\$ 4,000</b>
M.	<b>On-Site Implementation Fee</b> - Includes travel, transportation, lodging, meal expenses for CorrecTek resources as well as all on-site training and go-live hours on behalf of the implementation effort. Training and go-live hours provide services to cover morning and evening shifts. 24-hour coverage is not included.	<b>\$ 11,500</b>

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#### CORRECTEK SPARK PURCHASE – PAYMENT SCHEDULE

PS1.	License, Implementation and Interface Fees (Sum of lines A to M, above)	\$ 75,200
PS2.	One Year of Recurring Fees (Line RT, below, x 12 months) (Does Not include Fees billed in arrears, Lines A1 and A2, below)	\$ 41,100
PS3.	<b>Total Up-Front Fees (Sum of lines PS1 and PS2) – DUE UPON CONTRACT EXECUTION</b>	<b><u>\$ 116,300</u></b>

**RECURRING FEES** - (First year bundled in **Total Up-Front Fees**, Subsequent years will be billed on a monthly basis after the first year).

R1.	Technical Support and Upgrade Fee - 24/7 Technical support and upgrade fees include unlimited technical support and all scheduled software upgrades which will be provided as they are developed.	\$ 875
R2.	CorrecTek Advantage Plan – Per the terms outlined in Addendum F.	\$ 500
R3.	Care-Quality Network – Monthly Support Fee	\$ 400
R4.	Medicaid CalAIM Billing Functionality – Monthly Support Fee	\$ 150
R5.	CorrecTek Business Intelligence (CBI) Dashboard – Tier 3 (Monthly) – Per the terms outlined in Addendum K..	\$ 1,500
RT.	<b>Total Recurring Fees (Due Monthly)</b>	<b><u>\$ 3,425</u></b>

#### RECURRING FEES – Billed in Arrears – Note these fees are not bundled in the 1<sup>st</sup> year recurring fees.

(Billing will begin one month after these interfaces are used based on monthly activity by the client.)

	Surescripts Patient Medication History Interface (\$3.00 per patient query fee).	
A1.	Fee is billed monthly in arrears based on the number of queries made in the previous month.	<u>TBD</u>
	See Addendum G for terms and conditions.	
A2.	Surescripts e-Prescribing - local pharmacies (plus \$125 per prescriber per month fee)	<u>TBD</u>
	Fee is billed monthly in arrears based on the number of active prescribers in the previous month.	

#### ADDITIONAL SERVICES (IF REQUESTED)

AS-C	Configuration Services	\$ 125 / Hour
AS-T	Training Services	\$ 125 / Hour
AS-D	Development Services	\$ 190 / Hour

By Kentucky law, businesses operating in the State of Kentucky must charge sales tax on out-of-state computer software sales. When software products are delivered out-of-state, if the seller does not have a nexus and has also **not** received a valid sales-tax exempt certificate from the customer, we as the seller, are required to (a) prove that the software sold was not to be used in the State of Kentucky, and (b) inform the CLIENT of their possible obligation to pay sales tax in their state. If you are required to pay sales tax, it is your responsibility to contact your state and /or local taxing authorities to fulfill your tax obligations. (KRS 139.200, 139.310, 139.105, 139.260).

\*Integration Fees include initial CorrecTek Interface development. Integration Fees do not include costs associated with work performed by other software vendors. Additional costs may be assessed by vendors and are the sole responsibility of the CLIENT.

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## Addendum C

### Offender Management System Interface

#### Overview

Included in the EHR package, CorrecTek offers a **standard** interface between the CorrecTek EHR application and the client's Offender Management System (OMS). The Standard OMS Interface can be established utilizing one of three formats and contains a required feed of inmate demographic data from the OMS as well as additional optional feeds.

#### Standard OMS Interface Scope

- Feed Descriptions
  - Demographic (ADT) Import - Required
    - Imports patient information including name, id number, date of birth, gender, booking date, release date (when applicable), current location, photograph, and other demographic data.
    - Patient records will be updated or created using the data supplied by this feed.
  - Order Import - Optional
    - Allows the OMS to create a CorrecTek Order for a specified patient.
    - An order can be ended via this feed by sending a second message with the order end date.
  - Order Export - Optional
    - Allows specified types of orders created/updated in the CorrecTek EHR to be communicated to the OMS.
    - Messages are sent when an order is created, updated, completed, and/or discontinued.
    - Example Order Types: Special Diet, Lower Level/Lower Bunk, Suicide Watch
  - Current Problem/Hazard Export - Optional
    - Allows specified types of current problems created/updated in the CorrecTek EHR to be communicated to the OMS.
    - Messages are sent when a problem is created, updated, and/or stopped.
    - Example Problem Types: HIV Positive, Suicide Risk

Data Feed Type	Required/Optional	Direction	Available Specifications
Demographic (ADT) Import	Required	OMS to CorrecTek	Triggered <ul style="list-style-type: none"><li>• HL7</li><li>• CorrecTek Tab Delimited File</li><li>All Active Batch</li><li>• CorrecTek Tab Delimited File</li></ul>
Orders Import	Optional	OMS to CorrecTek	Triggered <ul style="list-style-type: none"><li>• HL7</li></ul>
Orders Export	Optional	CorrecTek To OMS	Triggered <ul style="list-style-type: none"><li>• HL7</li></ul>
Problems Export	Optional	CorrecTek to OMS	Triggered <ul style="list-style-type: none"><li>• HL7</li></ul>

- Information Transfer Details
  - Information will be transferred using flat files formatted according to the selected specification.
  - A separate shared folder will be required for each data feed implemented.

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- CorrecTek Import feeds will monitor the specified folder and import detected files every 60 seconds.
- CorrecTek Export feeds will export data in a real-time manor. It is the responsibility of the OMS Vendor and/or client IT to retrieve CorrecTek export files for processing.
- CorrecTek can assist client IT with implementing the MIRTH interface engine to support the sending and receiving of data securely via the SFTP protocol when the OMS vendor application is not on the same network as the CorrecTek EHR application.

## Standard OMS Interface Format Specifications

### 1. HL7 Specifications

Specific details regarding the expected messages types, segments, and associated fields are available for consideration. Contact your CorrecTek Sales Representative for more information.

### 2. Tab Delimited File Specifications

When using the CorrecTek Tab Delimited File Specifications, the OMS interface will send the data outlined in the table below. Each field will be delimited using a tab character. This specification supports multiple records per file. Each record must be based on a unique triggered event and must be separated using a new line.

Import Fields	Required	Data Type	Notes
Primary ID (i.e. permanent number / jacket number / inmate id )	Yes	String	Used to find a patient record in CorrecTek. If one is not found using this id, a new patient record is created.
Secondary ID (i.e. booking number)	No	String	Added to CorrecTek as an Additional Account Number.
Last Name	Yes	String	
First Name	Yes	String	
Middle Name	No	String	
Race	No	String	
Sex	Yes	String	
Date of Birth	Yes	Date/Time	Format: MM/DD/YYYY
SSN	No	String	Format: NNN-NN-NNNN
Address	No	String	
City	No	String	
State	No	String	
Zip	No	String	
Country	No	String	
Intake Date/Time	Yes	Date/Time	Format: MM/DD/YYYY HH:MM Date and time can be sent as separate fields if needed.
Release Date/Time	Yes - for released patients	Date/Time	Format: MM/DD/YYYY HH:MM Date and time can be sent as separate fields if needed.
Path to Photograph	No	String	This is the path to the patient's front photo. If the photo file is in the same directory as the message file then only the filename is needed, i.e. 10203.JPG. If the photo is in a sub directory, then the path relative to the message file is needed, i.e. \Photos\10203.JPG. If the photo is in a location not relative to

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			the message file, then a full path is needed, i.e. <a href="\\server_name\OMS\photos\10203.JPG">\\server_name\OMS\photos\10203.JPG</a>
Copy Move Leave Photograph	No	String	<p>One of the following values should be sent:</p> <p>Move – Indicates the photo file should be removed from the specified location, placed in CorrecTek's storage location and referenced from there.</p> <p>Copy – Indicates the photo file should be copied from the specified file path to the CorrecTek storage location and referenced there. The original photo file is not modified.</p> <p>Leave – Indicates the photo file should be left in the specified location and referenced from there. If this option is used and the photo file is modified or removed, the associated photo record will be affected in CorrecTek.</p>
Released Flag	No	String/Boolean	0=False 1=True
State Inmate?	No	Boolean or Yes/No	Empty/0/No = false 1/Yes = True
State ID	No	String	
Federal Inmate?	No	Boolean or Yes/No	Empty/0/No = false 1/Yes = True
Federal ID	No	String	
ICE Inmate?	No	Boolean or Yes/No	Empty/0/No = false 1/Yes = True
ICE ID	No	String	
Inmate Type	No	String	The value sent in this field will be applied as a “classification” for the specified patient. A list of all possible values for this field will need to be provided to CorrecTek. The interface will assign the value sent as a classification and remove any classification assigned to the patient based on the other values provided.
Current Location Change Date/Time	Yes	Date/Time	Format: MM/DD/YYYY HH:MM Indicates the date/time the move/location change occurred.
Current Location Description	Yes	String	The patient's current location is required either via the single description field or a combination of the individual current location fields listed. Example: Main-East-6-Alpha-5-A-2
Current Location Building	No	String	Main
Current Location Wing	No	String	East
Current Location Floor	No	String	6
Current Location Pod	No	String	Alpha
Current Location Cell	No	String	5
Current Location Room	No	String	A
Current Location Bed	No	String	2
Current Location Type	Yes	String	Acceptable values: Inside Facility Outside Facility

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			Admission Discharge
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### 3. All Active Batch Specifications

As part of an All Active Inmate Import Interface, CorrecTek can process a flat file containing data for multiple inmates. Based on the information received CorrecTek can:

- Create New Inmate Contacts
- Update Existing Inmate Contacts
- Automatically Assign Patient, Inmate, Default, Active and Inactive Classifications
- Create/Update Incarceration Records
- Create Moves
- Stop Medications on Released Inmates
- Revoke Future KOP Doses on Release Meds

CorrecTek can be configured to process any sequence of the data fields listed below. Required fields are identified with an \* symbol.

- Unique/Primary Id\*  
*(i.e. Inmate Id, Jacket Number, etc.)*
- Last Name\*
- First Name\*
- Last Name, First Name\*  
*(Alternative to required individual name fields)*
- Middle
- Company
- Booking Number
- Social Security Number
- Date of Birth\*
- Address 1
- Address 2
- Address 3
- City
- State
- Zip
- Sex
- Death Date
- Race
- Aliases
- Gang Affiliations
- Tattoos
- Current Location Description\*  
*(Current location is required either via the single description field or a combination of the individual fields listed.)*
- Current Bed
- Current Room
- Current Cell
- Current Pod
- Current Floor
- Current Wing
- Current Building
- Move Date\*
- Move Time\*
- Move Date Time\*  
*(Alternative to individual move date/time fields)*
- Booking Date\*
- Booking Time\*
- Booking Date Time\*  
*(Alternative to individual booking date/time fields)*
- Skip This Field

CorrecTek can also configure the file delimiter. This allows the ability to process comma, pipe, tab or other delimited flat files.

CorrecTek can process multiple sub-fields in the Aliases, Gang Affiliations and Tattoos data fields. Like the file delimiter, the sub-field delimiter can be configured to accept a variety of options.

**Custom OMS Interface:**

Custom, Non-Standard OMS Interfaces are available for additional fees. Contact your CorrecTek Sales Representative to learn more.

A Custom OMS Interface:

- Supports the same data feeds as the Standard Interface.
- Applies if data elements not defined in the specifications for the Standard Interface must be communicated.
- Applies if additional data feeds are required.

Specifications for each Custom OMS Interface must be mutually defined and agreed to by both CorrecTek and the OMS vendor. The purchase of a Custom OMS Interface may extend the overall EHR implementation period.

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## Addendum D

### Pharmacy Interface Development Agreement

This Pharmacy Interface Development Agreement is entered into by and between CORRECTEK and CLIENT.

#### RECITALS

- A. CLIENT requests that CORRECTEK to undertake an application software development more fully described herein (also referred to as "work" or "project.")
- B. VENDOR is the entity with which CORRECTEK will complete development work to provide interface functionality to CLIENT.

#### AGREEMENT

##### 1. INTENT

- 1.1 CORRECTEK offers an HL7 Orders Export and an HL7 Bidirectional Pharmacy Interface between the CORRECTEK EHR application and the client's pharmacy vendor. The interface is designed to send patient demographics including allergies, medication orders, refill requests, renewal requests, and discontinue orders to the pharmacy electronically via HL7 files. It is able to receive and process return messages from the pharmacy indicating the status of the order, modifications to the order such as brand substitution, barcode values associated with the order, and the amount of medication shipped. Communication in both directions is done via HL7 messages transferred via SFTP.
- 1.2 CLIENT recognizes that interface development is contingent upon mutual vendor participation and that the CORRECTEK EHR may be delivered without fully functioning interfaces. In which case, interface development, testing and instruction will be completed after the initial implementation period.

##### 2. TERMS

- 2.1 The project detailed within this agreement shall be governed by the existing Contract and Agreement between CLIENT and CORRECTEK plus the terms below which shall supersede any conflicting terms in the Contract and Agreement. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License Agreement or Subscription Agreement between the parties hereto.
- 2.2 CORRECTEK'S liability for damages to CLIENT for any cause whatsoever under this agreement, regardless of the form of action, is limited to the total amount of fees paid by CLIENT under this agreement. In no event will CORRECTEK be liable for any consequential, incidental, or special damages even if CORRECTEK has been advised of their possibility.
- 2.3 Unless otherwise specified herein, payment terms are: 100% due upon the interface delivery. Applicable taxes are not included and, if applicable, are the responsibilities of the CLIENT to fulfill tax obligations.
- 2.4 Costs represent those of CORRECTEK only. Additional costs may be assessed by the VENDOR and are the sole responsibility of the CLIENT.
- 2.5 Ongoing interface maintenance will be provided by CORRECTEK, provided CLIENT is current with Technical Support and Upgrade Fee as defined in the Contract and Agreement. All maintenance

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services shall be provided under the terms and conditions related to maintenance in the Contract and Agreement.

2.6 Items, features, or functionality not specifically included in this agreement shall be considered outside the standard scope of work. Any future change will require a written Change Order approved by CORRECTEK, CLIENT, and VENDOR and shall be subject to additional charges, and will likely have an impact on project schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality as proposed in this agreement.

3. INTERFACE SCOPE

3.1 HL7 Pharmacy Interface – Sending Component

3.1.1 Medication orders are entered into CorrecTek using the Prescription timeline entry.

3.1.1.1 The user selects from a drug file in CorrecTek called the Prescription Dictionary.

3.1.1.1.1 The CorrecTek Prescription Dictionary can be populated manually or from a tab delimited or Excel file 'list of medications, strengths, etc. provided by the client or pharmacy vendor.

3.1.1.1.2 Each prescription dictionary entry must include an NDC number for the specified medication. The NDC number will be used by the receiving system to identify the medication being requested.

3.1.1.2 The user indicates whether the prescription is to be sent to the pharmacy as an "order" or "profile." Prescriptions sent as an "order" will be shipped. Prescriptions sent as a "profile" will not be shipped, but will be saved to the patient's record.

3.1.1.2.1 The "order" or "profile" value can be set to a default value in the Prescription Dictionary so that the user only has to change it for exceptions.

3.1.1.3 The user completes the required prescription information including directions, start date, ordering provider, etc.

3.1.2 Medication orders are transmitted to the pharmacy electronically via HL7 files.

3.1.2.1 The CorrecTek system can be configured to send medication orders to the pharmacy based on the following actions:

3.1.2.1.1 Automatically when the prescription timeline entry is saved.

3.1.2.1.2 Automatically when the prescription timeline entry is electronically signed off by an authorized user.

3.1.2.1.3 Manually when an authorized user clicks the "Send to Pharmacy" button on the prescription screen.

3.1.2.2 Medication orders include the patient demographic information including account number, name, allergies, etc. as well as the information needed to fill the order including medication name, strength, directions, start date, duration, NDC number, unique CorrecTek id, etc.

3.1.3 A prescription can be discontinued in CorrecTek by clicking the "Discontinue" button on the prescription screen. This action will send a discontinue HL7 file to the pharmacy.

3.1.4 Refill and renewal requests can be sent to the pharmacy by clicking the "Refill" or "Renew" button on the prescription screen.

3.1.4.1 The CorrecTek reporting system can be used to identify prescriptions ready for refill or renewal.

3.1.5 All HL7 files generated by CorrecTek will be written to a shared Windows directory on the CorrecTek network for consumption by the pharmacy vendor or delivered to an SFTP site hosted by the pharmacy vendor or client.

3.1.5.1 Files delivered via SFTP will be sent at an interval acceptable by the SFTP host site. An interval of every 15 minutes is standard.

3.2 HL7 Pharmacy Interface – Receiving Component

3.2.1 CorrecTek monitors a specified shared Windows directory or SFTP site for incoming pharmacy interface files.

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- 3.2.1.1 All HL7 files received by CorrecTek will be consumed from a shared Windows directory on the CorrecTek network or from an SFTP site hosted by the pharmacy vendor or client.
- 3.2.1.2 Files delivered via SFTP will be sent at an interval acceptable by the SFTP host site. An interval of every 15 minutes is standard.
- 3.2.2 CorrecTek supports the following response types:
  - 3.2.2.1 MFN – Drug File Update
    - 3.2.2.1.1A Drug File Update message is used to update or add a specific entry to the CorrecTek Prescription Dictionary. It is not connected to a specific patient in any way.
  - 3.2.2.2 ORR – Order Response
    - 3.2.2.2.1 The Order Response message is sent back to CorrecTek by the pharmacy vendor to notify CorrecTek that the order has been received and to update the pharmacy status of the prescription to the value sent by the pharmacy.
    - 3.2.2.2.2 The Order Response message is also used to link the CorrecTek unique prescription id to the pharmacy vendor unique id.
  - 3.2.2.3 RDE – Prescription Response
    - 3.2.2.3.1 The Prescription Response message updates CorrecTek prescription's pharmacy status to the value provided by the pharmacy.
    - 3.2.2.3.2 It also updates the prescription details based on modifications made by the pharmacy such as drug name, NDC, strength, form, quantity per dose, directions, etc.
  - 3.2.2.4 RDS – Prescription Fill
    - 3.2.2.4.1 The Prescription Fill message updates CorrecTek prescription's pharmacy status to the value provided by the pharmacy.
    - 3.2.2.4.2 It also updates the prescription's ship date, quantity shipped, and associated barcode value.
  - 3.2.2.5 Note: A specific pharmacy vendor may not support all response types listed.

#### 4. PARTIES RESPONSIBILITIES

- 4.1 CLIENT agrees to participate in a test period requiring CLIENT to test functionality. CLIENT understands that the customer test release version may also contain other new and unrelated development items that are also in a test stage.
- 4.2 CORRECTEK agrees to assign an implementation coordinator to facilitate CORRECTEK'S end of the project.
- 4.3 CORRECTEK agrees to work with VENDOR within reasonable terms to complete the project as defined.
- 4.4 CORRECTEK agrees to deliver functionality to meet the specifications agreed upon in this agreement barring any unforeseen challenges that may arise from the VENDOR, VENDOR software, or other events outside the control of CORRECTEK.
- 4.5 CLIENT agrees to facilitate coordination with VENDOR as requested by CORRECTEK.
- 4.6 CLIENT agrees to have their IT representative(s) work with CORRECTEK and the VENDOR to coordinate the automated electronic exchange of HL7 data. CLIENT IT representative(s) may be required to assist with installation and/or configuration of 3rd party interface software and firewall rules to facilitate the automated delivery of HL7 data.
- 4.7 CLIENT agrees that no upgrades will take place to VENDOR software applications 30 days prior and 30 days after interface implementation.

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## Addendum E

### Lab Interface Development Agreement

This Lab Interface Development Agreement is entered into by and between CORRECTEK and CLIENT.

#### RECITALS

- A. CLIENT requests that CORRECTEK to undertake an application software development more fully described herein (also referred to as "work" or "project.")
- B. VENDOR is the entity with which CORRECTEK will complete development work to provide interface functionality to CLIENT.

#### AGREEMENT

##### 1. INTENT

- 1.1 CorrecTek offers an HL7 Results Import and an HL7 Bidirectional Lab Interface between the CorrecTek EHR application and the client's lab vendor. The Results Import interface is designed to import in to the EHR lab results delivered electronically by the lab vendor. The Bidirectional interface is designed to allow an authorized CorrecTek user to place an order for one or more lab tests in the EHR, deliver the order electronically to the lab vendor, and import the associated results automatically as they are provided by the lab vendor. Both the Results Import and Bidirectional Lab Interface utilize the HL7 2.3 file format.
- 1.2 CLIENT recognizes that interface development is contingent upon mutual vendor participation and that the CORRECTEK EHR may be delivered without fully functioning interfaces. In which case, interface development, testing and instruction will be completed after the initial implementation period.

##### 2. TERMS

- 2.1 The project detailed within this agreement shall be governed by the existing Contract and Agreement between CLIENT and CORRECTEK plus the terms below which shall supersede any conflicting terms in the Contract and Agreement. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License Agreement or Subscription Agreement between the parties hereto.
- 2.2 CORRECTEK'S liability for damages to CLIENT for any cause whatsoever under this agreement, regardless of the form of action, is limited to the total amount of fees paid by CLIENT under this agreement. In no event will CORRECTEK be liable for any consequential, incidental, or special damages even if CORRECTEK has been advised of their possibility.
- 2.3 Unless otherwise specified herein, payment terms are: 100% due upon the interface delivery. Applicable taxes are not included and, if applicable, are the responsibilities of the CLIENT to fulfill tax obligations.
- 2.4 Costs represent those of CORRECTEK only. Additional costs may be assessed by the VENDOR and are the sole responsibility of the CLIENT.
- 2.5 Ongoing interface maintenance will be provided by CORRECTEK, provided CLIENT is current with Technical Support and Upgrade Fee as defined in the Contract and Agreement. All maintenance

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services shall be provided under the terms and conditions related to maintenance in the Contract and Agreement.

2.6 Items, features, or functionality not specifically included in this agreement shall be considered outside the standard scope of work. Any future change will require a written Change Order approved by CORRECTEK, CLIENT, and VENDOR and shall be subject to additional charges, and will likely have an impact on project schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality as proposed in this agreement.

### 3. INTERFACE SCOPE

#### 3.1 HL7 Results Import Interface

- 3.1.1 Monitors a specified shared Windows directory or SFTP site for incoming lab results.
  - 3.1.1.1 The lab vendor is responsible for delivering the lab result files to the specified folder on the CorrecTek network or for making the result files available via an SFTP site.
  - 3.1.1.2 Lab vendors may require the installation of a client service on the CorrecTek network to retrieve the lab result files.
- 3.1.2 Imports discrete lab result values into CorrecTek from a lab vendor or external lab system.
  - 3.1.2.1 Lab results are to be delivered in an HL7 2.3 compliant file.
- 3.1.3 Imported records are assigned to patient charts by matching account number or social security number.
  - 3.1.3.1 The account number or social security number must be provided in PID.2 or PID.19 respectively. Patient name and/or date of birth are optional matching criteria.
  - 3.1.3.2 If the incoming result does not match an existing patient, it is placed in a queue in the CorrecTek application and can be placed in the proper patient's chart manually by a user.
- 3.1.4 Includes 1 to 2 hours of online training to review the workflow related to receiving information via the interface.

#### 3.2 HL7 Bidirectional Interface

- 3.2.1 Imports lab results into CorrecTek as defined by the HL7 Results Import Interface.
- 3.2.2 Allows the CorrecTek user to:
  - 3.2.2.1 Order lab tests in CorrecTek via the Requisition timeline entry.
    - 3.2.2.1.1 The user selects from a list of lab tests provided by the lab vendor or client.
    - 3.2.2.1.2 Lab test can be imported from a tab delimited or Excel file as part of the implementation phase.
    - 3.2.2.1.3 One or more lab tests may be sent in a batch on a single Requisition.
  - 3.2.2.2 Print a paper copy of the requisition for the patient.
  - 3.2.2.3 Transmit an electronic copy of the requisition to the lab vendor.
    - 3.2.2.3.1 Lab requisitions will be sent automatically when a Requisition is marked complete and saved.
    - 3.2.2.3.2 Lab requisitions are sent to the lab vendor using HL7 2.3.
    - 3.2.2.3.3 CorrecTek will generate the HL7 file and save it to a specified Windows directory or upload it to the specified SFTP site.
    - 3.2.2.3.4 Lab vendors may require the installation of a client service on the CorrecTek network to transmit the lab order files.
  - 3.2.2.4 Includes online training to review the workflow related to sending and receiving information via the interface.

4. PARTIES RESPONSIBILITIES

- 4.1 CLIENT agrees to participate in a test period requiring CLIENT to test functionality. CLIENT understands that the customer test release version may also contain other new and unrelated development items that are also in a test stage.
- 4.2 CORRECTEK agrees to assign an implementation coordinator to facilitate CORRECTEK'S end of the project.
- 4.3 CORRECTEK agrees to work with VENDOR within reasonable terms to complete the project as defined.
- 4.4 CORRECTEK agrees to deliver functionality to meet the specifications agreed upon in this agreement barring any unforeseen challenges that may arise from the VENDOR, VENDOR software, or other events outside the control of CORRECTEK.
- 4.5 CLIENT agrees to facilitate coordination with VENDOR as requested by CORRECTEK.
- 4.6 CLIENT agrees to have their IT representative(s) work with CORRECTEK and the VENDOR to coordinate the automated electronic exchange of HL7 data. CLIENT IT representative(s) may be required to assist with installation and/or configuration of 3rd party interface software and firewall rules to facilitate the automated delivery of HL7 data.
- 4.7 CLIENT agrees that no upgrades will take place to VENDOR software applications 30 days prior and 30 days after interface implementation.

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## Addendum F

### CorrecTek Advantage Plan

#### Services to be rendered:

1. Unlimited configuration requests. At no additional charge beyond the **CorrecTek Advantage Plan** Fee and any other fees due from the customer, **CorrecTek** will create and/or modify any forms, protocols, reports, templates or other configurable items (as defined by **CorrecTek**) subject to the following restrictions:
  - a. *Multiple requests for changes to the same item (e.g., form, report, order, etc.) may incur a charge if the requests to change the form are not due to a CorrecTek error or mistake.*
  - b. *Interfaces to third-party systems such as Offender Management Systems, Pharmacy Systems, etc. are not covered under the CorrecTek Advantage Plan.*
2. Unlimited training, remote or on-site (when possible). At no additional charge beyond the **CorrecTek Advantage Plan** Fee and any other fees due from the customer, **CorrecTek** will provide training on the use of the **CorrecTek EHR Software** to customer employees and/or customer-approved contractors subject to the following restrictions:
  - a. *On-site training will incur a travel surcharge and travel costs that will be billed separately. If desired and CorrecTek is able to accommodate on-site services, CorrecTek can provide a travel quote for pre-approval. (Local/state COVID restrictions, resource availability, and other factors may delay or prevent on-site services.)*
  - b. *Multiple requests for training of the same person(s) on the same subject matter may incur a charge if the requests for repeated training of the same subject matter are not due to a CorrecTek error or mistake.*
3. To receive **CorrecTek Advantage Plan** services, the customer's account with **CorrecTek** must be in good-standing with no past-due invoices.
4. **CorrecTek** will make a good-faith effort to provide services in a timely manner subject to the scope of the customer's request and the **CorrecTek** resources available to provide the requested services.
5. Configuration and/or training services due to a transition to a new Health Care Services Vendor are not covered under the **CorrecTek Advantage Plan**.
6. The fee for the CorrecTek Advantage Plan is listed in Exhibit 1.
7. The term of this agreement is 1 year from and will auto-renew for successive 1-year terms. Cancellation after the initial term requires a written 30-day notice.
8. The customer will be invoiced for the **CorrecTek Advantage Plan** monthly or annually, in combination with the customer's original contract invoice/billing due, beginning on the first month after this agreement is signed

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## Addendum G

### Surescripts Medication History Interface

#### Overview

CorrecTek offers an Interface to Surescripts that is designed to import patient medication history information on a per-patient basis. Users of CorrecTek will be able to perform a query in real-time (or near real-time) to retrieve up to one-year of medication history from Surescripts for one patient at a time.

Surescripts will charge CorrecTek a **transaction fee** for each patient query by the customer through the Surescripts Medication History Interface. CorrecTek will pass those fees on to the customer for payment on a month-by-month basis.

**Transaction Fees** for queries to the Surescripts Medication History interface will be billed to the customer on the customer's monthly invoice. Depending on the turn-around time from Surescripts to CorrecTek, there may be a month or more of delay before CorrecTek is able to bill the customer for Surescripts queries.

The following query scenarios will result in a **transaction fee** charge:

1. The customer queries for a specific patient (based on name and birthdate) and there are one or more medications for this patient in Surescripts.
2. The customer queries for a specific patient (based on name and birthdate) and the patient is found in Surescripts, but there are no medications for that patient. The customer will still be charged for this query.

The following query scenario will NOT result in a charge from Surescripts:

1. The customer queries for a specific patient (based on name and birthdate) and there are no matching patients found in the Surescripts system. There is no charge for a query if the patient is not on file with Surescripts.

The current **transaction fee** charge amount (and any setup fee, if applicable) will be listed in Exhibit 1 of the contract (above).

The **transaction fee** is subject to change in the event Surescripts changes the amount it charges CorrecTek.

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## **Addendum H** **Radiology Interface Guide**

### **Overview**

CorrecTek offers a Radiology Import and an HL7 Bidirectional Radiology Interface between the CorrecTek EHR application and the client's radiology vendor. The Radiology Import Interface is designed to import in to the EHR radiology reports delivered electronically by the radiology vendor. The Bidirectional Interface is designed to allow an authorized CorrecTek user to place an order for one or more radiology exams in the EHR, deliver the order electronically to the radiology vendor, and import the associated results automatically as they are provided by the radiology vendor. The Radiology Import Interface supports importing reports delivered via PDF files or HL7 2.x messages. The Bidirectional Radiology Interface utilize the HL7 2.x message format for sending orders and can import corresponding reports using PDF files or HL7 2.x messages.

### **Interface Scope**

#### Radiology Import Interface

- Monitors a specified shared Windows directory for incoming radiology report files.
  - The radiology vendor is responsible for delivering the report files to the specified folder on the CorrecTek network.
  - If the radiology vendor supplies the report files via SFTP an interface engine such as MIRTH Connect can be configured by the client's IT department to automate the retrieval of report files.
  - Radiology vendors may require the installation of a client service on the CorrecTek network to retrieve the report files.
  - An end user can also download radiology report files from the radiology vendor's web site/portal, if one is provided, to the specified directory.
- When reports are delivered via HL7 2.x messages, the report will be imported as discrete values in CorrecTek.

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## Addendum I

### Sick Call Import Feed Guide

#### Overview

CorrecTek offers a Sick Call Import Feed between the CorrecTek EHR application and the system that handles the client's electronic sick call requests (typically a Commissary application or an Offender Management System.) The interface is designed to import electronic sick call requests from the sick call system into the CorrecTek EHR application. Sick call requests imported via this interface will be saved in the CorrecTek EHR using the User Defined Record timeline category. Users will be able to run reports in the CorrecTek EHR to find newly imported sick call requests and respond to them accordingly.

#### Sick Call Import Interface Scope

- Sick Call data will be transferred using tab delimited files formatted according to the CorrecTek Tab Delimited File Specifications below.
- If the Sick Call system has additional fields to transmit, please contact your CorrecTek representative to determine if they can be added to the file specifications.
- Each file transferred will contain one Sick Call message/record.
- CorrecTek Import feeds will monitor the specified folder and import detected files every 60 seconds.
- CorrecTek can assist client IT with implementing the MIRTH interface engine to support the sending and receiving of data securely via the SFTP protocol when the Sick Call vendor application is not on the same network as the CorrecTek EHR application.
- The fee for the Sick Call Import Feed is for initial development effort. Should the client change vendors, additional fees will be incurred to develop a new Sick Call Import Feed.

#### Tab Delimited File Specifications

The CorrecTek Tab Delimited File Specifications for sick call data are outlined in the table below. Each field will be delimited using a tab character.

Import Fields	Required	Data Type	Notes
Primary ID (i.e. permanent number / jacket number / inmate id )	Yes	String	Used to find a patient record in CorrecTek to assign the Sick Call record to.
Secondary ID (i.e. booking number)	No	String	
Last Name	Yes	String	
First Name	Yes	String	
Sick Call Date/Time	Yes	Date/Time	Format: MM/DD/YYYY HH:MM
Sick Call Purpose	No	String	Example: Medical, Dental, Mental Health, etc.
Sick Call Reason	No	String	Example: Complaint, Question, Renewal Request, etc.
Sick Call Request Details	Yes	String	Patient's description of the sick call request.
Sick Call Unique Record ID	Yes	String	Unique record id from the sick call application for the record being sent.

#### Scope Modifications

Any modifications to this scope of work may result in additional interface fees and/or delayed implementation. Modifications to this scope of work must be documented and agreed to by CorrecTek Inc. and the Sick Call application vendor.

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## **Addendum J**

### **Charges Feed**

#### **Overview**

CorrecTek offers a Charges Feed from the CorrecTek EHR application to a third-party application with a business need to receive healthcare charge information. Specific healthcare data records entered in the CorrecTek EHR on behalf of a specific patient can generate a “charge” that is then exported to a third-party application.

#### **Charges Feed Scope**

##### **Charge Export**

- CorrecTek administrative users can assign charge amounts to procedure codes, inventory items, and miscellaneous charges in the CorrecTek application.
- Charge amounts are sent to the third-party application via the Charges Feed when the encounter or invoice they are assigned to is saved.
- Unit charges are supported. CorrecTek will calculate and send the total charge amount for that charge code.
- Credits can optionally be sent via the export as well.
- Charge data will be transferred via a tab delimited file using shared folders or SFTP.
- The fields included in the tab delimited file and the order of the fields in the file will be agreed upon by both CorrecTek and the third-party application vendor.

#### **Scope Modifications**

Any modifications to this scope of work may result in additional fees and/or delayed implementation. Modifications to this scope of work must be documented and agreed to by CorrecTek Inc. and the third-party application vendor.

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**Addendum K**  
**CorrecTek Business Intelligence (CBI) Dashboard**

The CorrecTek Business Intelligence (CBI) Dashboard is a set of Microsoft Power BI Reports and/or Dashboards that graphically display healthcare information stored in the CorrecTek Spark system.

The CBI Dashboard is provided as a subscription service with updates of healthcare information on a regular basis (e.g., daily, weekly, monthly, or some other interval) based on the frequency that healthcare information may change within the CorrecTek Spark system itself.

There are four "tiers" of the CBI Dashboard available. A CLIENT will only select 1 tier.

The four tiers are

1. Tier 1 - Basic Tier – The Basic Tier is a set of static dashboards designed to provide an overall picture of all relevant healthcare metrics. These dashboards are not designed to be interactive except for the option of very basic choices such as picking a time period for comparison to a previous time period (e.g. month-to-month comparisons).
2. Tier 2 – Advanced Tier – The Advanced Tier includes all dashboards in the Basic Tier. The Advanced Tier also includes a set of interactive dashboards that allow for the interested user to "drill down" on pertinent metrics to discover and analyze trends, exceptions, and/or other areas of interest or concern.
3. Tier 3 – Premium Tier – The Premium Tier includes all dashboards in the Basic and Advanced Tier. The Premium Tier also includes the option for the CLIENT to request changes or modifications to any existing Tier 1 or Tier 2 dashboard as well as the option to request new dashboards at no additional cost.
4. Tier 4 – Developer Tier – The Developer Tier includes Tiers 1, 2, and 3, as well as the option for the CLIENT to create new dashboards. The CLIENT will not be allowed to modify dashboards originally supplied or created by CorrecTek, but CorrecTek can supply a "copy" of a Tier 1, 2, or 3 Dashboard to the customer for modification by the CLIENT.

CorrecTek does not provide Microsoft Power BI software or licensing. It is the CLIENT's responsibility to secure Microsoft Power BI Software.

It is the CLIENT's sole responsibility to decide who has access to Microsoft Power BI and the information displayed in the CBI Dashboard. Information displayed in the CBI Dashboard may be sensitive from the CLIENT's point of view, and CorrecTek assumes no liability for who may see the information in the CBI Dashboard.

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## ADDENDUM JSA – JUMP START ACCESS

1. “JUMP START ACCESS” is a change in the traditional order of implementation steps allowing the CLIENT to GO-LIVE with the SOFTWARE prior to the completion of some implementation steps that would normally take place before GO-LIVE.
2. “JUMP START ACCESS” may waive the need for some implementation steps. The waiver of any implementation step(s) will be upon mutual agreement between the CLIENT and CORRECTEK.
  - a. Implementation steps that may be waived include, but is not necessarily limited to:
    - i. EHR Needs Assessment
    - ii. Chart Prep
    - iii. Database Configuration
    - iv. Initial Training
  - b. The waiving of an implementation step implies that the CLIENT understands and accepts the increased risk (if any) to the overall success of the implementation.
  - c. Some implementation steps (e.g., Database Configuration and Initial Training) may still have significant value and may be completed after GO-LIVE.
  - d. Some steps (e.g., Chart Prep) may not be applicable in any capacity after GO-LIVE and will be waived by default.
3. CLIENT understands that some or all interfaces may not be operational when the GO-LIVE is initiated in a “JUMP START ACCESS” approach. AUTHORIZED USERS may be required to perform additional workflow steps (with potential duplicate data entry required) until all interfaces are operational. CORRECTEK will provide alternative workflows for use by AUTHORIZED USERS for any interface not operational at GO-LIVE.
4. CLIENT understands that the timeframe in which CLIENT can GO-LIVE with a “JUMP START ACCESS” approach depends on some factors that are outside of CORRECTEK’s control. Those factors may include, but are not limited to:
  - a. CLIENT has a contract in place with a hosting vendor to fully support the SOFTWARE and the production database, or if self-hosted, CLIENT has a hosting environment in place that meets CORRECTEK’s technical requirements for hosting the SOFTWARE and production database.
  - b. CLIENT having network and computer infrastructure in place to securely “connect to” and “run” the SOFTWARE.
5. If CLIENT did not initially contract for a “JUMP START ACCESS”, but during the implementation process desires to switch to a “JUMP START ACCESS”, a “JUMP START ACCESS” model may be possible upon the mutual agreement of CORRECTEK and CLIENT.
  - a. Switching to a “JUMP START ACCESS” methodology during an implementation in-process introduces an additional risk that the production database may have some customer-requested configuration completed, but not all configuration may be completed.
  - b. The CLIENT understands and accepts the increased risk (if any) to the overall success of the implementation.
  - c. The CORRECTEK IMPLEMENTATION COORDINATOR can discuss the advantages and disadvantages of switching to a “JUMP START ACCESS” during the implementation process.

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**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Sarah Novak, Sheriff's Fiscal Officer

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 01, 2025, through June 30, 2027; not to exceed \$15,645.21; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office approved as to form by County Counsel.

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**Recommendation:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 01, 2025, through June 30, 2027; not to exceed \$15,645.21; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office approved as to form by County Counsel.

**Background and Discussion:**

Contract to provide data storage software that will be utilized along with CorrecTek's EMR software for the Plumas County Correctional Facility.

**Action:**

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Kalleo Technologies, LLC, to provide data storage software to be utilized along with CorrecTek's EMR software; effective July 01, 2025, through June 30, 2027; not to exceed \$15,645.21; (No General Fund Impact) Re-Entry Grant Funded through District Attorney's office approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) Re-Entry Grant Funded through District Attorney's office

**Attachments:**

1. Kalleo Tech 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 **Plumas County Sheriff's Office** (hereinafter referred to as "County"), and Kalleo Technologies, LLC, a Kentucky Limited Liability Company.

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand, Six Hundred, Forty-Five and 21/100 Dollars. (\$15,645.21).
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.

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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 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

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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

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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.

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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:

Plumas County Sheriff's Office  
County of Plumas  
1400 E Main Street  
Quincy, Ca, 95971  
Attention: Steve Clark

Contractor:

Doug Truitt, CEO  
401 Kentucky Ave  
Paducah, KY 42003  
Attention: Dana Edwards

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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.

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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:**

Kalleo Technologies, LLC, a Kentucky Limited Liability Company

By: \_\_\_\_\_  
Name: Nathan D Truitt  
Title: CEO  
Date signed:

By: \_\_\_\_\_  
Name: Dana Edwards  
Title: Controller  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Todd Johns  
Title: Sheriff  
Date signed:

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

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

Approved as to form:



\_\_\_\_\_  
Joshua Brechtel, Attorney  
County Counsel's Office

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## EXHIBIT A

### Scope of Work

## CorrecTek Hosting Service Agreement - Gov

This Agreement is made and executed on 06/09/2025, by and between **KALLEO TECHNOLOGIES, LLC**, hereinafter referred to as "Kalleo," and Plumas County Correctional Center (CA), hereinafter referred to as "Client."

### WITNESSETH:

**WHEREAS**, Client is engaged in the business of providing healthcare services at a correctional facility, which services include the use of a software application developed by CorrecTek, Inc. for processing and storing electronic medical records; and

**WHEREAS**, Kalleo provides hosting and infrastructure for the CorrecTek Inc software application, and in relation thereto, offers 3<sup>rd</sup> party software licensing (for example Microsoft licensing) that provides end users with remote access to that application; and

**WHEREAS**, Client wishes to retain Kalleo to provide its correctional facility staff with access to the CorrecTek application through Kalleo's hosting and infrastructure.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is acknowledged by all parties, the parties do covenant and agree as follows:

### 1. DEFINITIONS

**"Access Device"** means any computer, Windows terminal, tablet pc, mobile phone, or other computing device that accesses Kalleo's System.

**"Agreement"** means this Kalleo Hosting Agreement.

**"Client Information"** means information that the Client inputs into Kalleo's System for use in the CorrecTek System.

**"Confidential Information"** means sensitive or proprietary information of a party that is held on a confidential basis. Confidential Information shall include (i) Client Information, trade secrets and other information that Client designates as confidential, and (ii) Kalleo's server configurations, software configurations, proprietary information, proprietary technology, proprietary software, audit reports, information regarding product development, trade secrets, manuals, proposals or memoranda, and other information that Kalleo designates as confidential. Confidential Information shall not include any information that is or becomes generally available to a party or the public through independent means.

**"CorrecTek System"** means the software application developed and marketed by CorrecTek, Inc. for processing and storing electronic medical records. The CorrecTek System includes the CorrecTek EMR and the CorrecTek e-MAR.

**“Effective Date”** means the date of this Agreement as written above.

**“Help Desk Support Schedule”** means (i) providing e-mail support from Monday through Friday 8AM-5PM CST (daylight savings is observed) excluding US Holidays, (ii) providing telephone support 24 hours per day, 365 days per year, (iii) responding to sales and billing issues from Monday through Friday 8AM-5PM CST (daylight savings is observed) excluding US Holidays, and (iv) monitoring the System and responding to System emergencies on a 24 hour basis.

**“Network Software”** means proprietary software applications that Kalleo licenses from third party software providers for use in its System, including software applications licensed from Microsoft and other software manufacturers.

**“System”** means the system of computer servers, Network Software, and networking and storage devices that Kalleo utilizes in providing its CorrecTek hosting services. The System includes network and application software provided by third party providers, and various scripts and applications developed by Kalleo.

**“CorrecTek Cloud EHR User”** means a Client user of the System. Each Client user is an individual person regardless of what login ID the person uses to access the System.

## 2. SERVICES

**2.1 General Provisions.** Client has agreed to retain Kalleo for the purpose of providing to Client the basic services that are defined under this Section, and to pay all of the set up and basic service charges associated with those services. Kalleo has agreed to accept that engagement, and to perform all of the obligations associated therewith, subject to the terms, conditions and limitations as defined under this Agreement

**2.2 Basic Services:** Kalleo shall provide Client with access to the CorrecTek System through Kalleo's System, and with the help desk support that is defined in Section 2.3 of this Agreement. Client shall be obligated to utilize Kalleo's services and System for Client's sole benefit in accordance with Kalleo's directives and applicable law.

**2.3 Help Desk Support:** Kalleo shall provide Client with help desk support to support Client's continuous access and use of Kalleo's System. Kalleo shall provide that support to Client's designated points of contact in accordance with its published Help Desk Support Schedule. Help Desk Support shall include basic computer trouble-shooting over the telephone and internet, and diagnosing and resolving Client's reported problems with respect to Client's access to and use of the System. In the event Kalleo is unable to resolve a Client's problem(s) through its in-house support operations, Kalleo will make recommendations for resolving the problem(s) through additional means, including services provided by third party service providers. In the event Client engages Kalleo to perform any of those services, such service shall be deemed a supplemental service, and shall be subject to the supplemental service terms as defined under Section 2.6 of this Agreement. Client acknowledges that Kalleo's help desk support services shall be subject to availability and assigned support level.

**2.4 Excluded Services:** Kalleo's basic services do not include (i) desktop or operating system support of the end-user's computer, (ii) support for software used outside of its intended purpose or unsupported by its manufacturer, or software labeled "beta", (iii) support of use of any services that are in violation of the terms of this Agreement, (iv) end-user training, (v) programming, and (vi) CorrecTek application support, all of which services are specifically excluded from this

Agreement. Client understands and agrees that Kalleo assumes no responsibility or liability for the CorrecTek System, or for providing support or training for that system.

**2.5 System Maintenance:** Kalleo shall perform regularly scheduled maintenance on its System on Wednesday nights, from 10PM until 2AM on Thursday mornings, USA Central time (GMT - 5/6). Kalleo shall provide Client with reasonable advance notice of its scheduled maintenance, and shall advise Client of the expected duration of the maintenance window, and the impact of the work to be performed. Kalleo shall utilize its best efforts to perform its maintenance no more than once a month; provided, however, Kalleo shall have the right to schedule and perform maintenance whenever and as often as its deems necessary to ensure system security, reliability and integrity. It is understood and agreed that Kalleo shall not be responsible for any losses that Client may incur as a result of Kalleo's maintenance.

**2.6 Supplemental Services:** Upon Client's request, Kalleo may provide Client with various supplemental services as agreed by Kalleo. Supplemental services shall include special projects, certain migrations, professional services, exclusive hosting, extended care, training and scripting. All supplemental services will be provided under a separate written agreement that describes the supplemental services to be performed, and Kalleo's charges for those services. All supplemental services shall be provided by Kalleo on an "as is, as available" basis.

**2.7 Force Majeure Event:** In the event Kalleo or any of its third party service providers are unable to provide Client with any Service to be provided under this Agreement as a result of Client's acts or omissions, or events or circumstances that are beyond Kalleo's reasonable control, Kalleo shall have the right, at its sole option, to be relieved from providing such Service.

**2.8 Change in Services and Charges:** Kalleo shall have the right, at its sole option, to revise Kalleo's services and charges upon thirty (30) days written notice to Client. Kalleo shall provide such notice by sending a schedule of Kalleo's revised terms to Client's authorized point of contact. In the event Client objects to Kalleo's revised terms, Client shall have the right to terminate this Agreement upon thirty (30) days written notice. In the event Client fails to exercise that right, Client shall be deemed to have accepted Kalleo's revised terms, and shall become legally bound to same.

### 3. TERM

**3.1 Term:** The term of this Agreement shall commence on the Effective Date, and shall continue on a month to month basis. Each party shall have the right to terminate this Agreement upon thirty (30) day written notice to the other party.

**3.2 Immediate Termination.** Kalleo shall have the right to terminate Client's access and use of the System at any time upon the occurrence of any of the following events: (i) Client, or any of its employees or agents, has utilized Kalleo's System or services on an excessive basis; (ii) Client, or any of its employees or agents, has utilized Kalleo's System or services for an unauthorized purpose, or for purposes of resale or for the unauthorized use by third parties; (iii) Client, or any of its employees or agents, has been abusive towards a Kalleo officer or employee, or another Kalleo customer; or (iv) Client has failed to pay Kalleo for any supplemental charge within thirty (30) days of invoice. Kalleo shall also have the right to terminate this Agreement in the event Client has failed to pay Kalleo for any charge due under this Agreement within thirty (30) days of invoice.

Client shall have the right to terminate this agreement by providing Kalleo notice in writing, at least thirty (30) days prior to termination. The Client's non-use of the System does not constitute termination or notice of termination of this agreement with Kalleo.

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**3.3 Concurrent Access.** Unless stipulated otherwise in Addendum "A" each Access Device may only have one connection to the CorrecTek System at a time. Users may not have multiple instances of CorrecTek running on the same Access Device at the same time.

**3.4 Breach Notification.** If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the nonbreaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

**3.5 Liability Exclusions and Limitations:** Client agrees that Kalleo shall not be liable to Client, directly or indirectly, for (a) any type of liabilities, damages and/or losses arising from security breaches, corruption of software and/or data, failure of telecommunications or the internet, theft of data, viruses and/or spyware; (b) for any special, incidental, punitive or consequential damages, including without limitation loss of business, lost profits and/or lost revenue; and/or (c) for any other liabilities, losses or damages which Client may suffer as a result of an act or omission of Kalleo in the provision of services and/or products to Client hereunder unless such act or omission constitutes gross negligence or willful misconduct. Client fully releases Kalleo, and its employees and agents, from any and all such liabilities, losses and/or damages. If Kalleo shall be held liable to Client notwithstanding the foregoing limitations of liability and release, Client agrees that Kalleo's total liability shall not exceed the amount paid by Client to Kalleo in the three (3) months preceding the act or omission giving rise to Kalleo's liability.

**3.6 Exclusive Remedy:** In the event Client discovers any defect or deficiency in any services that are provided by Kalleo hereunder, Client shall provide Kalleo with written notice of same. Upon receipt of that notice, Kalleo shall utilize its best efforts to remedy the noted defects and deficiencies. In the event Kalleo is unable to remedy the noted defects or deficiencies to Client's satisfaction, Client shall have the right to terminate this agreement upon written notice. Client's right of termination shall be Client's sole and exclusive remedy against Kalleo.

#### 4. CHARGES FOR SERVICES

**4.1 Set Up Charge:** Client shall pay Kalleo a one-time set up charge for initiating the managed services. The set up charge shall be \$1,500, and shall be due and payable upon execution of this Agreement.

**4.2 Charge for Basic Services:** Client shall pay Kalleo the monthly charge that is reflected in Addendum "A" to this Agreement. Kalleo shall have the right to increase prices for any products in Addendum "A" however Kalleo shall provide Client with 30 days written notice of the increase. In addition Kalleo shall have the right to increase the monthly charge to Client without notice for any additional CorrecTek Cloud EHR Users that Client adds to the System. The monthly service charge shall be based on (i) the number of each Client's registered CorrecTek Cloud EHR Users, regardless of whether all CorrecTek Cloud EHR Users actually access the System during any billing period, plus (ii) any unregistered CorrecTek Cloud EHR User that accesses the System during any billing period. Client shall be required to register all of its CorrecTek Cloud EHR Users with Kalleo on or before the commencement of service. Client shall have the right to add or delete CorrecTek Cloud EHR Users upon notice to Kalleo; provided, however, that Client shall pay the full charge on any added or deleted CorrecTek Cloud EHR User that accesses the System during any part of a billable period without pro-ration.

Monthly service charges shall be invoiced to Client at the beginning of each Term of service. Monthly service charges will begin the first month that Client users begin accessing the System.

**4.3 Taxes and Assessments:** If Client is not a tax exempt government agency then Client shall pay all taxes and other governmental assessments that are assessed against Kalleo's charges. If Client is not a tax exempt government agency then Kalleo shall have the right to incorporate and collect accrued taxes and assessments in its monthly invoice to Client.

**4.4 Payment:** Client shall pay each Kalleo invoice on or before thirty (30) days following date of issuance. Client agrees to pay Kalleo a late charge of 1.5% per month on any invoice that is not paid within said thirty (30) day period, and any collections costs and expenses that Kalleo incurs in collecting any unpaid invoice, including reasonable attorney fees.

**4.5 Supplemental Service Charges:** Kalleo shall have the right to invoice Client for accrued supplemental service charges on a weekly basis.

## 5. CLIENT INFORMATION

**5.1 Liability for Client Information:** Client shall have full and exclusive responsibility for the content, propriety and use of all Client Information. It is agreed and understood that Kalleo shall not be liable for any claim, loss or damages arising from any Client Information, including but not limited to any claim loss or damages relating to copyright infringement, or the violation of any person's rights under federal or state law. Client agrees to indemnify and save Kalleo harmless from and against all claims, losses, damages, penalties, costs and expenses (including attorney fees) that arise out of or are related to Client Information.

**5.2 Credit Card Information:** Client shall not use the System for processing or storing any type of credit card information. Any violations of this provision shall result in the immediate termination of the Client's use of Kalleo's services and System.

**5.3 Medical Records:** Client shall have the right to use the System for processing and storing medical information protected under the Electronic Protected Health Information (EPHI) or Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), provided they strictly comply with all of the legal regulations and requirements that apply thereto. Client shall assume full and exclusive responsibility for the content and propriety of that information, and shall ensure that the information is maintained on a confidential basis as required under law. It is agreed and understood that Kalleo shall not be liable for any claim, loss or damages arising from the processing, storage or use of any medical information, including but not limited to any claim loss or damages relating to the violation of any other person's rights under federal or state law. Client agrees to indemnify and save Kalleo harmless from and against all claims, losses, damages, penalties, costs and expenses (including attorney fees) that arise out of or are related to the disclosure or misuse of such information.

## 6. CONFIDENTIALITY AND NON-SOLICITATION COVENANTS

**6.1 Use of Confidential Information:** Kalleo and Client agree to hold each other's Confidential Information on a confidential basis, and not to disclose such information to any third party, or to otherwise use such information for their benefit, or for the benefit of another party. Each party shall use the same degree of care to protect a party's Confidential Information that it uses to protect its own Confidential Information from unauthorized disclosures, but in no event shall either party use less than a commercially reasonable degree of care. Each party shall promptly notify the other party of any unauthorized use or disclosure of a party's Confidential Information, and shall use their best efforts to regain possession of the disclosed Confidential Information, and to prevent any further unauthorized use or disclosure of same.

**6.2 Protection of Confidential Information:** All Confidential Information of a party shall remain the property of that party. Upon request of a party, the other party shall promptly deliver to the requesting party all of the requesting party's Confidential Information, including any tangible media that contains such Confidential Information.

**6.3 Non-solicitation:** During the term of this Agreement, and for a period of 24 months following the termination of this Agreement, neither Client nor Kalleo shall directly or indirectly hire, solicit, or otherwise induce an employee, consultant or contractor of the other party to terminate their relationship with that party.

**6.4 Enforcement:** The parties expressly acknowledge that a breach of any of the covenants made hereunder will cause the other party irreparable harm and injury which cannot be reasonably or adequately compensated by damages. By reason of same, the parties expressly agree that an aggrieved party shall be entitled to injunctive and other equitable relief to enforce the covenants made under this Section.

## 7. NETWORK SOFTWARE

**7.1 Use of Network Software:** Kalleo shall provide Client with access to and use of the Network Software that is part of Kalleo's System. Client shall not have any title or intellectual property rights in or to such software. Client shall use the software solely in connection with its use of Kalleo's System as defined under this Agreement. Client shall not (i) copy any software; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any software; or (iii) reverse engineer, decompile or disassemble any software.

**7.2 Consent of Third Party Providers:** Clients' access to and use of the Network Software shall be subject to and governed by the terms and conditions under Kalleo's license with its third party providers, specifically including Kalleo's license with Microsoft. Client agrees to accept and be bound by Microsoft's terms and conditions that are defined in Addendum "B" to this Agreement. In addition thereto, Client shall obtain all other consents and licenses that are required for Client's use of the Network Software, and to execute any EULA's or other documents that are required for same. Upon request, Client shall provide Kalleo with reasonable proof that Client has obtained all required consents and licenses.

## 8. REPRESENTATIONS AND COVENANTS

**8.1 Kalleo Representations and Covenants:** Kalleo represents and covenants that (i) Kalleo has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which Kalleo is engaged; and (ii) Kalleo has complied and shall continue to comply with all laws, regulations, orders and statutes which may be applicable to Kalleo whether local, state, federal or foreign.

**8.2 Client's Representations and Covenants:** Client represents and covenants that (i) Client has received all necessary permits, licenses, approvals, grants and charters of whatsoever kind necessary to carry out the business in which Client is engaged; and (ii) Client has complied and shall continue to comply with all laws, regulations, orders and statutes which may be applicable to Client whether local, state, federal or foreign.

## 9. INDEMNITY.

**9.1 Indemnity:** Client shall indemnify and save Kalleo harmless of and from any claim, liability, obligation, cost, expense, damage or loss whatsoever (including reasonable attorneys' fees) arising out of, under, or pursuant to Client's use of Kalleo's System or services, and/or the

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use of the System or services by its employees and agents. This indemnity shall include but not be limited to any claim, liability, obligation, cost, expense, damage or loss whatsoever, including reasonable attorneys' fees arising out of or related to (i) a failure by Client to comply with the requirements under this Agreement, (ii) any unauthorized use or misuse of Kalleo's System and services, or any Network Software relating thereto, (iii) any infringement or misappropriation of any intellectual property right or other proprietary right, and (iv) any negligent or intentional acts or omissions of any of Client's employees and agents.

**9.2 Indemnified Claim:** In the event an indemnified claim is asserted against Kalleo, Kalleo shall provide Client with written notice of the claim. Upon receipt of that notice, Client shall assume responsibility for that claim, and shall thereafter undertake the defense, settlement and resolution of that claim. Kalleo shall have the right to participate in the defense through its own counsel, provided that Kalleo assumes the expenses of its counsel. In the event Client fails to timely provide a defense, or to settle and resolve the claim, Kalleo shall have the right to defend, settle and resolve the claim as it deems appropriate. In such event, Client shall be liable to Kalleo for any cost, expense, and loss Kalleo incurs as a result thereof, including its attorney fees and other professional fees.

## 10. DISCLAIMERS AND EXCLUSIONS.

### 10.1 WARRANTY DISCLAIMERS: CLIENTS' USE OF KALLEO'S SYSTEM AND SERVICES SHALL BE AT

**CLIENT'S SOLE RISK. CLIENT UNDERSTANDS AND AGREES THAT KALLEO'S SYSTEM AND SERVICES ARE**

**PROVIDED TO CLIENTS "AS IS, WITH ALL DEFECTS AND DEFICIENCIES". CLIENT FURTHER UNDERSTANDS**

**AND AGREES THAT KALLEO AND ITS THIRD PARTY PROVIDERS (COLLECTIVELY THE "PROVIDERS")**

**EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO KALLEO'S SYSTEM AND SERVICES,**

**EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (A) WARRANTIES OF FITNESS FOR A PARTICULAR**

**PURPOSE, MERCHANTABILITY, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL**

**PROPERTY RIGHTS, (B) WARRANTIES REGARDING THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF**

**THE SYSTEM AND SERVICES, AND (C) WARRANTIES THAT KALLEO'S SYSTEM AND SERVICES ARE SECURE, OR FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION.**

### 10.2 LEGAL COMPLIANCE DISCLAIMERS: KALLEO AND ITS PROVIDERS ALSO DISCLAIM ANY

**REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT CLIENT'S USE OF KALLEO'S SYSTEM AND SERVICES WILL SATISFY OR ENSURE CLIENT'S COMPLIANCE WITH ITS LEGAL OBLIGATIONS UNDER LAW.**

**THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND**

**ACCOUNTABILITY ACT OF 1996 ("HIPAA"), AND ALL OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT CLIENT'S USE OF THE KALLEO'S SYSTEM AND SERVICES IS IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS.**

## 11. MISCELLANEOUS PROVISIONS

**11.1 Notices:** Unless specifically noted otherwise, all notices required to be given to a party hereunder shall be sent by documented means to that party at the following address:

CLIENT:

Plumas County Correctional Center (CA)  
Attention: Steve Clark  
56 Abernathy Ln  
Quincy, CA 95971  
Phone: 530-283-6375  
Fax No.:  
E-Mail: steveclark@countyofplumas.com

KALLEO:

Kalleo Technologies, LLC  
Attention: Dana Edwards  
401 Kentucky Ave  
Paducah, KY 42003  
Phone: (207) 908-4136 ext 113  
Fax No.: (207) 448-5499  
E-Mail: dedwards@kalleo.net

**11.2 Entire Agreement:** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, agreements, and understandings of every kind between the parties are merged herein.

**11.3 Assignment:** Client may not assign this Agreement, of any of Client's rights and obligations under this Agreement, without Kalleo's prior written consent.

**11.4 Severability:** If any provision is held invalid, the remaining provisions of the Agreement shall remain in full effect.

**11.5 Disputes:** This Agreement shall be governed in accordance with the laws of the State of California. Except for matters relating to injunctive relief, should any dispute arise between the parties, the parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Plumas County, CA, and shall be mediated by an experienced local mediator selected by the parties. In the event the parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in the state or federal court located in Plumas County, CA. By execution of the Agreement, each of the parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees.

**11.6 Independent Contractor:** The parties specifically agree that the relationship of Kalleo to Client is that of an Independent Contractor, and Kalleo shall not be entitled to any of the employee benefits provided by Client to its employees.

**Execution:** This Agreement may be executed (by original or faxed signature, or by electronic submission by Client typing his/her name) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

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**Kalleo Technologies LLC**

Signature: \_\_\_\_\_  
Name: Doug Truitt  
Title: CEO  
Date: 06/09/2025

**Plumas County Correctional Center  
(CA)**

Signature: \_\_\_\_\_  
Name: Steve Clark  
Title: Jail Commander  
Date: \_\_\_\_\_

## **EXHIBIT B**

### **Fee Schedule**

CorrecTek Spark Cloud (Monthly Recurring)		Recurring	Qty	Ext. Recurring
<b>LICENSING FOR MEDICAL USERS</b>				
KPN-HS-CCHUSER-001 	<b>CorrecTek Cloud EHR User</b> CorrecTek Hosting - Includes Hosted Application, Microsoft Licensing, Backups & Disaster Recovery, Technical Support.	\$70.00	15	\$1,050.00
<b>NON-MEDICAL USER LICENSE</b>				
<p>This license is intended for non-medical users, such as administrators, who periodically conduct administrative duties within the Electronic Health Record (EHR).</p> <p>The per device license is intended for a shared account exclusively for Correctional Officers (COs) who complete medication passes (medpass). These users are not permitted to add medical data to the Electronic Health Record (EHR).</p>				
KPN-HS-CCHUSER-002 	<b>CorrecTek Cloud EHR Occasional Non-Medical User</b> EMR Hosting - Includes hosted application, Microsoft licensing, backup & disaster recovery of data, technical support. <ul style="list-style-type: none"><li>• Occasional non-medical staff user (&lt;4 hours per week)</li><li>• License designed for correctional officers that do periodic med pass in lieu of medical staff</li><li>• Users will be annotated in our system as non-medical staff</li></ul>	\$45.00	1	\$45.00
KPN-HS-CCHWS-001 	<b>CorrecTek Cloud EHR Device Non-Medical User (Per Device)</b> EMR Hosting - Includes CorrecTek hosted application, Microsoft server and user licensing, backup & disaster recovery of data, and technical support. Occasional NON-MEDICAL staff users connecting to CorrecTek using a single device for medpass only License is designed for correctional officers that do periodic medpass in lieu of medical staff Users will be annotated in our system as non-medical staff and for a single device  <u>This product only allows for one device to be used to access the CorrecTek hosting environment by a named user account</u>	\$140.00	1	\$140.00
<b>VPN LICENSES</b>				
<p>VPN licenses are designated for users who will access the CorrecTek system from outside the detention facility, such as from home or an external office</p>				

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	<b>VPN Remote Access for Hosting (User)</b> With our VPN add-on, a hosting user can work from anywhere, anytime as long as they have an internet connection.	\$10.00	0	\$0.00
Recurring Subtotal:				\$1,235.00

CorrecTek Client Setup (One-Time)		Price	Qty	Ext. Price
KPN-SVC-CCHSETUP-001	<b>CorrecTek Cloud Hosting Setup</b> <b>CorrecTek Cloud Setup and Configuration</b> Includes remote assistance with the setup of: <ul style="list-style-type: none"> <li>• Hosting server and database environment configuration</li> <li>• Hosting firewall configuration</li> <li>• Topaz Signature Pads</li> <li>• Xerox Documate Scanners</li> <li>• RDP Connections</li> <li>• Local Firewall Setup</li> <li>• Testing connectivity from local devices to the cloud hosting environment</li> <li>• Project management</li> <li>• Project planning with vendors and IT staff for project implementation</li> </ul>	\$1,500.00	1	\$1,500.00
Subtotal:				\$1,500.00

FTP Software (One-Time)		Price	Qty	Ext. Price
FTPGetter Pro 	<b>FTPGetter Professional</b> FTPGetter is a secure FTP program designed to automatically transfer CorrecTek outage reports from the CorrecTek Cloud Servers to a local PC at the jail or prison. It has the capability to automatically print one or more reports. <ul style="list-style-type: none"> <li>• Automate daily FTP/SFTP upload and download tasks</li> <li>• Automatic Synchronization</li> <li>• Scheduled FTP/SFTP Uploads and Downloads</li> <li>• File Masks and Batch Processing</li> <li>• SSH File Transfer Protocol and Proxy Server Support</li> </ul> Perpetual license with 1-year update and manufacturer support	\$125.21	1	\$125.21
Subtotal:				\$125.21

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CorrecTek Client Hardware	Price	Qty	Ext. Price
The below list recommended peripheral hardware proven to work with the CorrecTek system. It is not mandatory to be purchased through Kalleo.			
<ul style="list-style-type: none"> <li>• <b>SIGNATURE PADS FOR PATIENT SIGNATURES.</b> Topaz SignatureGem T-L462 Electronic Signature Pad Model TLBK462-BSB-R or T-LBK462-HSB-R</li> <li>• <b>PRINTERS.</b> Most printers that are Windows Easy Print compatible with work with the host environment. To check to see if your current printers are compatible, please check <a href="http://www.windowsservercatalog.com">www.windowsservercatalog.com</a>. Kalleo uses Windows Server 2019 Datacenter servers.</li> <li>• <b>SCANNERS.</b> Most scanners will work. Kalleo recommends Xerox D35 Sheetfed Scanner as it has a built in SFTP software. This provides a better experience for the end user. If another manufacturer's scanner is used, additional entries can be added to the FTPGetter software that can be used to transfer scans. The end user will have a couple additional steps than with the Xerox.</li> </ul>			

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## CorrecTek Hosting with Kalleo Technologies - Plumas County Detention Center

### Quote Information:

Quote #: 022086  
Version: 2  
Delivery Date: 06/10/2025  
Expiration Date: 07/31/2025

### Prepared for:

Plumas County Correctional Center (CA)  
56 Abernathy Ln  
Quincy, CA 95971  
Steve Clark  
steveclark@countyofplumas.com

### Prepared by:

Kalleo Technologies LLC  
Ryan Hughes  
270-872-5050  
rhughes@kalleo.net



Non-Recurring Summary	Amount
CorrecTek Client Setup (One-Time)	\$1,500.00
FTP Software (One-Time)	\$125.21
Total	<b>\$1,625.21</b>
Recurring Summary	Amount
CorrecTek Spark Cloud (Monthly Recurring)	\$1,235.00
Recurring Total	<b>\$1,235.00</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

IN ORDER TO HELP EXPEDITE YOUR ORDERS AND OR PROJECTS, AS WELL AS MAINTAIN GIVEN PROJECT DATES/TIMELINES IT IS VERY IMPORTANT THAT YOU ARE AWARE THAT YOUR ACCOUNT MUST BE CURRENT AND PAYMENT FOR YOUR HARDWARE OR SOFTWARE HAS BEEN RECEIVED. ONCE YOUR ACCOUNT STATUS AND OR PAYMENT HAS BEEN VERIFIED WE WILL PROVIDE YOU WITH OR CONFIRM THE TARGET BEGIN DATE AND ESTIMATED END DATE FOR YOUR DELIVERY OR PROJECT.

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Signature

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**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

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

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant 2 FTE 1 Maintenance Worker I and 1 Maintenance Worker II/III; (General Fund Impact) as approved in (FY25/26) adopted budget.

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**Recommendation:**

Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant 2 FTE 1 Maintenance Worker I and 1 Maintenance Worker II/III; (General Fund Impact) as approved in (FY25/26) adopted budget.

**Background and Discussion:**

**Action:**

Approve and authorize Facility Services to recruit and fill, funded and allocated, vacant 2 FTE 1 Maintenance Worker I and 1 Maintenance Worker II/III; (General Fund Impact) as approved in (FY25/26) adopted budget.

**Fiscal Impact:**

General Fund Impact, as approved in FY 25/26 adopted budget.

**Attachments:**

1. 20251016142619
2. 20251016142636
3. 20251016142651

## **BUILDING AND GROUNDS MAINTENANCE WORKER I**

### **DEFINITION**

Under supervision; to assist in performing a variety of skilled and semi-skilled maintenance work and repair of buildings and grounds; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry level classification in the Building Maintenance Worker series. Incumbents in this class learn to perform and perform a variety of duties in the maintenance and repair of County buildings and related machinery and equipment. Incumbents assist with performing the more skilled assignments under relatively close supervision. As incumbents demonstrate broader skills and experience, it is expected that most incumbents in this class will be promoted to the Building and Grounds Maintenance Worker II level.

### **REPORTS TO**

Building and Grounds Maintenance Supervisor I, II.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **BUILDING AND GROUNDS MAINTENANCE WORKER I - 2**

### **EXAMPLES OF DUTIES**

- Assists with performing a variety of skilled and semiskilled work in the maintenance and repair of County buildings and grounds.
- Assists with carpentry, painting, plumbing, and electrical work.
- Assists with building alterations.
- Assists with heating, air conditioning, and ventilation systems maintenance and repairs.
- Performs work involved in the cleaning and care of the County buildings and facilities.
- May maintain assigned areas of buildings and facilities in a clean, orderly and safe condition.
- Moves and arranges furniture and equipment.
- Takes care of equipment and materials used in work assignments.
- Mows and edges lawns and other grounds areas.
- Trims trees, shrubs and hedges.
- Waters ground areas.
- Operates a variety of irrigation equipment.
- Does landscaping and gardening.
- Participates in the repair and remodeling of County buildings.
- Assists with the inspection of buildings and facilities for needed repairs.
- Uses and operates a variety of hand and power tools.
- Learns to use electrical testing and other specialized testing equipment.
- Completes and maintains records and reports.

### **TYPICAL PHYSICAL REQUIREMENTS**

Frequently sit for extended periods; stand and walk or crouch on narrow, slippery, and erratically moving surfaces; stoop, kneel, bend to pick up or move objects, office equipment, and furniture; physical ability may occasionally be required to lift up to 100 lbs. without assistance; physical ability to lift and carry objects weighing up to 150 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of lawn mowing equipment, hand and power tools, electrical testing equipment, and a variety of building trades, tools, and equipment.

### **TYPICAL WORKING CONDITIONS**

Work is performed both in office and outdoor environments; some exposure to varying temperatures; exposure to dust, steam, controlled and hazardous substances, pesticides, herbicides, gases and chemicals; working around electrical current, and moving machinery parts; some contact with staff and the public.

## **BUILDING AND GROUNDS MAINTENANCE WORKER I - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic knowledge of carpentry, electrical, and plumbing trades.
- Standard tools, methods, practices, and materials involved in one of building trades such as carpentry, painting, plumbing, and electrical.
- Safe work practices.
- Methods and practices followed in the maintenance of tools, machinery and equipment.
- Occupational hazards and safety precautions of the building maintenance trades.

#### **Ability to:**

- Learn to perform a wide range of skilled and semi-skilled building trades work.
- Learn applicable provisions of building, electrical, and plumbing codes.
- Use a variety of building trades tools and equipment.
- Recognize and locate conditions which require maintenance and repair work.
- Use and care for hand and power tools utilized in the building trades.
- Estimate time and materials needed to perform maintenance, construction, and repair jobs.
- Follow written and oral instructions.
- Read and write English.
- Perform arithmetic calculations at the level necessary for satisfactory job performance.
- Establish and maintain cooperative working relationships.

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

One (1) year of experience in building and grounds maintenance work is highly desirable.

**Special Requirement:** Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.

## **BUILDING AND GROUNDS MAINTENANCE WORKER II**

### **DEFINITION**

Under general supervision; to perform a variety of skilled and semi-skilled work in the maintenance and repair of buildings, fixtures and plant equipment; to perform grounds maintenance duties; to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a journey level classification in the Building and Grounds Maintenance Worker series. Incumbents perform a variety of duties in the maintenance and repair of County buildings and related machinery and equipment. Assignments involve painting, carpentry, plumbing, electrical, mechanical, and heating and air-conditioning repairs.

### **REPORTS TO**

Building and Grounds Maintenance Supervisor I, II.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May provide some direction for temporary work staff.

## **BUILDING AND GROUNDS MAINTENANCE WORKER II - 2**

### **EXAMPLES OF DUTIES**

- Performs a variety of skilled and semiskilled work in the maintenance and repair of County buildings and grounds.
- Performs carpentry, painting, plumbing, and electrical work.
- Performs building alterations.
- Installs electrical fixtures.
- Makes repairs and adjustments on electrical, pneumatic, and electronic control devices, steam and/or hot water boilers, and pumps.
- Maintains ventilation systems, air compressors, emergency generators, and air conditioning equipment.
- Performs cleaning and care of the County buildings and facilities.
- May keep assigned areas of County buildings and facilities in a clean, orderly, and safe condition.
- Moves and arranges furniture and equipment.
- Takes care of equipment and materials used in work assignments.
- Mows and edges lawns and other grounds areas.
- Trims trees, shrubs and hedges.
- Waters ground areas; operates a variety of irrigation equipment; performs landscaping and gardening.
- Participates in the remodeling of County buildings.
- Assists with the inspection of buildings and facilities for needed repairs.
- May oversee and assign work to temporary staff.
- Completes and maintains records and reports.

### **TYPICAL PHYSICAL REQUIREMENTS**

Frequently sit for extended periods; stand and walk or crouch on narrow, slippery, and erratically moving surfaces; stoop, kneel, bend to pick up or move objects, office equipment, and furniture; physical ability to lift and carry objects weighing up to 100 pounds; physical ability to lift and carry objects weighing up to 150 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of lawn mowing equipment, hand and power tools, electrical testing equipment, and a variety of building trades, tools, and equipment.

### **TYPICAL WORKING CONDITIONS**

Work is performed both in office and outdoor environments; some exposure to varying temperatures; exposure to dust, steam, controlled and hazardous substances, pesticides, herbicides, gases and chemicals; working around electrical current, and moving machinery parts; some contact with staff and the public.

## **BUILDING AND GROUNDS MAINTENANCE WORKER II - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Carpentry, electrical, and plumbing trades.
- Heating, air conditioning, and ventilation systems.
- Standard tools, methods, practices, and materials involved in the building trades.
- Applicable provisions of building, electrical, and plumbing codes.
- Safe work practices.
- Plumbing and electrical systems in County buildings.
- Methods and practices followed in the maintenance of tools, machinery and equipment.
- Occupational hazards and safety precautions of the building maintenance trades.

#### **Ability to:**

- Perform a wide range of skilled and semi-skilled building trades and HVAC work.
- Skillfully use a variety of building trades tools and equipment.
- Use electrical testing equipment.
- Perform a variety of grounds and landscape maintenance assignments.
- Read and understand plans, construction drawings, and blueprints.
- Recognize and locate conditions which require maintenance and repair work.
- Use and care for hand and power tools utilized in the building trades.
- Estimate time and materials needed to perform maintenance, construction, and repair jobs.
- Follow written and oral instructions.
- Perform arithmetic calculations at the level necessary for satisfactory job performance.
- Establish and maintain cooperative working relationships.

## **BUILDING AND GROUNDS MAINTENANCE WORKER II - 4**

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

One (1) year of responsible experience in building and maintenance work equivalent to Building and Grounds Maintenance Worker I with Plumas County.

**Special Requirement:** Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.

## **BUILDING AND GROUNDS MAINTENANCE WORKER III**

### **DEFINITION**

Under general supervision; to perform a variety of journey-level work in the maintenance and repair of buildings, fixtures and plant equipment especially in the areas of heating/air conditioning, electrical and mechanical; to perform grounds maintenance duties; to do routine work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is a journey level classification with expertise in electrical, heating/air conditioning and mechanical. Incumbents are expected to perform assigned duties independently and may provide instruction or training to others as assigned.

### **REPORTS TO**

Building and Grounds Maintenance Supervisor II

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

May provide lead direction and training to Building and Grounds Maintenance Worker II, I and Temporary or Extra Help work staff.

## **BUILDING AND GROUNDS MAINTENANCE WORKER III - 2**

### **EXAMPLES OF DUTIES**

- Performs a variety of skilled and semi-skilled work in the maintenance and repair of County Buildings and Grounds.
- Inspects, disassembles, repairs, maintains and services county heating , air conditioning, ventilating, and refrigeration units and systems.
- Tests defective parts and determines cause of malfunction.
- Inspects wiring, relay contacts, capacitors, motors and belts.
- Replaces damaged or malfunctioning parts.
- Changes filters.
- Cleans and lubricates equipment.
- Adjusts and installs switches, gauges and other control systems.
- Installs and replaces tubing and pipe as necessary.
- Completes and maintains records, logs and reports.
- Assists with duties of Building and Grounds Maintenance Worker II.
- May oversee and assign work to temporary staff and provide instruction and training to Building and Grounds Maintenance staff.

### **TYPICAL PHYSICAL REQUIREMENTS**

Frequently sit for extended periods; stand and walk or crouch on narrow, slippery, and erratically moving surfaces; stoop, kneel, bend to pick up or move objects, office equipment, and furniture; physical ability to lift and carry objects weighing up to 100 pounds; physical ability to lift and carry objects weighing up to 150 pounds with assistance; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of lawn mowing equipment, hand and power tools, electrical testing equipment, and a variety of building trades, tools, and equipment.

### **TYPICAL WORKING CONDITIONS**

Work is performed both in office and outdoor environments; some exposure to varying temperatures; exposure to dust, steam, controlled and hazardous substances, pesticides, herbicides, gases and chemicals; working around electrical current, and moving machinery parts; some contact with staff and the public.

## **BUILDING AND GROUNDS MAINTENANCE WORKER III - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Heating, air conditioning, and ventilation systems.
- Methods and practices followed in the maintenance of tools, machinery and equipment.
- Applicable provisions of building, electrical, and plumbing codes.
- Plumbing and electrical systems in County buildings.
- Safe work practices.
- Occupational hazards and safety precautions of the building maintenance trades.
- Standard tools, methods, practices, and materials involved in the building trades.
- Carpentry, electrical, and plumbing trades.

#### **Ability to:**

- Perform HVAC repair and maintenance.
- Use electrical testing equipment.
- Read and understand plans, construction drawings, and blueprints.
- Estimate time and materials needed to perform maintenance, construction, and repair jobs.
- Follow written and oral instructions.
- Use and care for hand and power tools utilized in the building trades.
- Perform arithmetic calculations at the level necessary for satisfactory job performance.
- Skillfully use a variety of building trades tools and equipment.
- Recognize and locate conditions which require maintenance and repair work.
- Perform a variety of grounds and landscape maintenance assignments.
- Establish and maintain cooperative working relationships.

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

Thorough knowledge of heating and air conditioning repair and maintenance with at least 2 years experience working on equipment.

Three (3) years of responsible experience in building and maintenance work equivalent to Building and Grounds Maintenance Worker II with Plumas County.

**Special Requirement:** Possession of a valid California Driver's License issued by the California Department of Motor Vehicles.



**PLUMAS COUNTY  
FACILITY SERVICES  
MEMORANDUM**

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

**FROM:** Nick Collin, Facilities Director

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Pacific Underground Services for Beacon Tower Construction at Gansner Field; effective 10-21-2025; not to exceed (\$214,420.00; (No General Fund Impact) FAA and Cal Trans Grant funds and match from Airport Enterprise funds ; approved as to form by County Counsel

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**Recommendation:**

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Pacific Underground Services for Beacon Tower Construction at Gansner Field; effective 10-21-2025; not to exceed (\$214,420.00; (No General Fund Impact) FAA and Cal Trans Grant funds and match from Airport Enterprise funds ; approved as to form by County Counsel

**Background and Discussion:**

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Pacific Underground Services for Beacon Tower Construction at Gansner Field; effective 10-21-2025; not to exceed (\$214,420.00; (No General Fund Impact) FAA and Cal Trans Grant funds and match from Airport Enterprise funds ; approved as to form by County Counsel

**Action:**

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Pacific Underground Services for Beacon Tower Construction at Gansner Field; effective 10-21-2025; not to exceed (\$214,420.00; (No General Fund Impact) FAA and Cal Trans Grant funds and match from Airport Enterprise funds ; approved as to form by County Counsel

**Fiscal Impact:**

No General Fund Impact, FAA and Cal Trans Grant funds.

**Attachments:**

1. Pacific Underground Services Contract - Final

## **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 **Facility Services and Airports Department** (hereinafter referred to as “County”), and **Pacific Undergrounding Services**, a California-based partnership.

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 Two Hundred Fourteen Thousand, Four Hundred Twenty Dollars and 00/100 (\$214,420.00) (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 1<sup>st</sup>, 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.

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- 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

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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.

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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

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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 A contractor**, issued by the State of California, **No.722684**.
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.

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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:

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

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

Contractor:

Pacific Undergrounding Services  
3881 Martha Drive  
Martinez, CA 94553  
Attention: Sam Orrick

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).

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

[SIGNATURES ON FOLLOWING PAGE]

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

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

**CONTRACTOR:**

Pacific Underground Services,  
A Partnership

By: \_\_\_\_\_  
Name: Sam Orrick  
Title: Partner  
Date signed:

By: \_\_\_\_\_  
Name: Sara Orrick  
Title: Partner  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_

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

**Approved as to form:**

By: \_\_\_\_\_  
Stephen Schofield  
Deputy County Counsel

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT A**

### **Scope of Work**

1. Provide and pay for all labor, materials, taxes, and insurance to construct a 55ft tip down rotating beacon at Gansner Airport in Quincy CA per bid submitted and opened April 4<sup>th</sup>, 2024.
2. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.
3. All work to be done in a safe manner to industry standards and meet all FAA requirements.

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_

## **EXHIBIT B**

### **Fee Schedule**

- 1. Contractor to be paid a lump sum not to exceed \$214,420.00**
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Notwithstanding anything to the contrary in this Agreement, and subject to Paragraph 7 of this Exhibit B, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.
8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

\_\_\_\_\_ COUNTY INITIALS

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CONTRACTOR INITIALS \_\_\_\_\_



**PLUMAS COUNTY  
BUILDING DEPARTMENT  
MEMORANDUM**

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

**FROM:** Michael Coelho, Director of Building Services

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one (1.0) permanent FTE Permit Technician, due to employee resignation; (General Fund Impact) as approved in FY25-26 adopted budget.

---

**Recommendation:**

Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one (1.0) permanent FTE Permit Technician, due to employee resignation; (General Fund Impact) as approved in FY25-26 adopted budget.

**Background and Discussion:**

Position vacant due to employee resignation.

**Action:**

Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one (1.0) permanent FTE Permit Technician, due to employee resignation; (General Fund Impact) as approved in FY25-26 adopted budget.

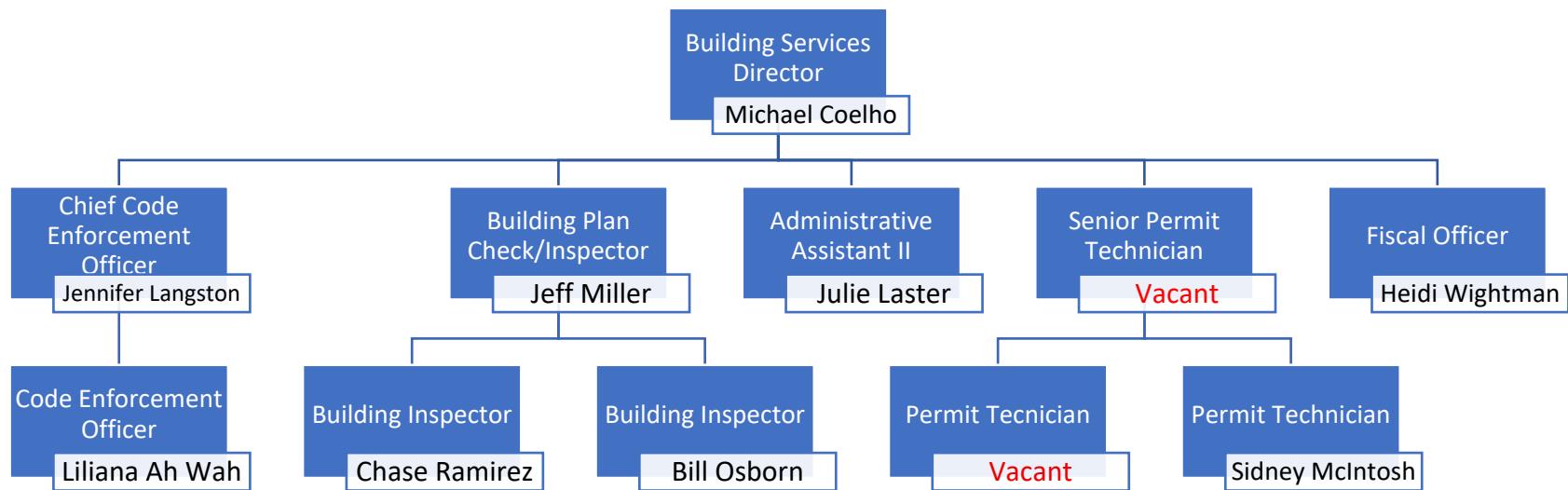
**Fiscal Impact:**

General Fund Impact - as approves in FY 25-26 adopted budget

**Attachments:**

1. Building Services Organizational Chart
2. Critical Staffing Questionnaire 10-16-25
3. Permit Technician

# Building Services Organizational Chart



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED:

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes. To maintain department operation.**
- Why is it critical that this position be filled at this time? **This position requires several months of training.**
- How long has the position been vacant? **One week.**
- Can the department use other wages until the next budget cycle? **Not applicable, position already funded.**
- What are the staffing levels at other counties for similar department and/or positions? **Minimum of two.**
- What core functions will be impacted without filling the position prior to July 1? **Processing of applications, Will cause impact to other departments.**
- What negative fiscal impact will the County suffer if this position is not filled? **None.**
- 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? **Not applicable.**
- What impact will this reduction plan have to other County departments? **Increased application processing time, other departments would have less time to respond on time sensitive applications.**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **None.**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No.**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **Not applicable.**

## PERMIT TECHNICIAN

### **DEFINITION**

Under general direction, performs a wide variety of tasks in the Planning and Building Services Department including but not limited to issuing construction permits, calculating permit and plan check fees; evaluate and verify all required approvals; receive, log, route, track and maintain accurate computer records on various permits being processed; receive requests for Inspectors; answer telephones and assist callers with application, permit and technical questions and concerns; research, review and copy various documentation as required; provide clerical assistance; and perform other related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This position is the initial public contact that performs a variety of technical and clerical duties required to operate the permit counter including responding to inquiries related to building regulations, providing preliminary review of plans, reviewing applications, determining required authorizations, issuing permits and collecting fees; and maintaining accurate computer records. Incumbents will routinely answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

### **REPORTS TO**

Assistant Building Official, Lead Permit Technician or higher level positions as designated.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **PERMIT TECHNICIAN - 2**

### **EXAMPLES OF DUTIES**

- Provides primary administrative, operational and staff support for the Building Division service counter.
- Independently performs a wide variety of specialized office management, administrative and fiscal support assignments.
- Perform public information and relations assignments, receives office visitors and telephone calls, and provides comprehensive and technical information about policies, programs, functions and procedures.
- Assists the public with application and permit procedures.
- Performs preliminary review of materials and plans upon submittal to calculate, evaluate, determine and verify applicable requirements.
- Prepares and submits activity reports and reports required by other government agencies.
- Establishes updates and maintains information retrieval systems.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material and documents.
- Maintains active permit files and issues permits.
- Operates computers, maintains and updates computer files and databases.
- Generates computer reports.
- Performs word processing.
- Operates office equipment.
- May have work coordination and worker responsibilities for other staff.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## **PERMIT TECHNICIAN - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- California Building Codes, local ordinances, County policies, rules, and regulations.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Elementary algebra.
- General principles of construction.
- Blue print reading
- Principles of work coordination.

#### **Ability to:**

- Perform a wide variety of complex administrative support work.
- Issue permits for various types of construction projects.
- Receive, review and evaluate construction documents to determine general completeness and conformance to a broad range of submittal requirements.
- Respond to general and technical building and development questions.
- Read and interpret plans and specifications and communicate effectively.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, record keeping, and administrative functions.
- Effectively represent the County in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## **PERMIT TECHNICIAN - 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:

1. At least three (3) years of responsible office support work in a local government, performing a variety of clerical and administrative or technical duties. **OR**;
2. I.C.C. certification as "Permit Technician". **OR**;
3. Ability to obtain "Permit Technician" Certificate within one year of accepting this position.

### **Special Requirements:**

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Permit Technician, by ICC or its equivalent, and must be maintained throughout employment.



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

---

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

**FROM:** Derek Deavers

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize Chair to sign Amendment No. 1 to the agreement between Plumas County Public Health Agency and Northern California EMS Inc. for an increase in the contracted amount due to a full grant award.(No General Fund Impact) (HPP); approved as to form by County Counsel.

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**Recommendation:**

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign an Amendment with Northern California EMS, Inc. to provide an increase in contracted amount.

**Background and Discussion:**

Due to Federal Funding uncertainty, the initial contracted amount was based off of worst-case grant funding scenario. A re-awarded grant amount increase was given and the new contracted amount reflects this change.

**Action:**

Approve and authorize Chair to sign Amendment No. 1 to the agreement between Plumas County Public Health Agency and Northern California EMS Inc. for an increase in the contracted amount due to a full grant award.(No General Fund Impact) (HPP); approved as to form by County Counsel.

**Fiscal Impact:**

(No General Fund Impact) (HPP)

**Attachments:**

1. Public Health C4178\_20251010\_153007
2. HPP2526NORCAL\_LEMSA (1)

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND NORTHERN CALIFORNIA EMS, INC.**

This First Amendment to Agreement ("Amendment") is made on Oct 21, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and NORTHERN CALIFORNIA EMS INC. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and NORTHERN CALIFORNIA EMS INC. have entered into a written Agreement dated July 1, 2025, (the "Agreement"), in which NORTHERN CALIFORNIA EMS INC. agreed to provide certain services for COUNTY in accordance with the California Department of Public Health Hospital Preparedness Program (HPP) Cooperative Agreement CFDA #93.074, LEMSA Deliverables, for fiscal year 2025-2026.
  - b. Because of an increase in available funding the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. ARTICLE 3. Section 3.01 is amended to read as follows:

**Section 3.01. LEMSA** shall be paid in an amount not to exceed **ELEVEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND 40/100 CENTS (\$11,225.40)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. LEMSA shall (at minimum quarterly) submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding time frame. **COUNTY** shall make payment within 30 days of receipt of LEMSA's correct and approved statement or invoice.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2025, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

NORTHERN CALIFORNIA EMS, INC.

By: \_\_\_\_\_

Donna Stone

Chief Executive Officer

Date signed:

**COUNTY:**

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

By: Nicole Reinert

Nicole Reinert

Public Health Agency, Director

Date signed: 10/10/2025

By: \_\_\_\_\_

Kevin Goss

Chair, Plumas County Board of Supervisors

Date signed:

**ATTEST:**

By: \_\_\_\_\_

Allen Hiskey

Clerk of the Board of Supervisors

Date signed:

**APPROVED AS TO FORM:**

  
Deputy Plumas County Counsel

**AGREEMENT BETWEEN COUNTY OF PLUMAS  
AND  
NORTHERN CALIFORNIA EMS, INC.  
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES  
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 25-26**

**THIS AGREEMENT** is entered into by and between **PLUMAS COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit, public benefit corporation and a Local Emergency Medical Services Agency (LEMSA) hereinafter referred to as **LEMSA**.

**INTRODUCTION**

**WHEREAS**, **LEMSA** is the Local Emergency Medical Services Agency for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94, and

**WHEREAS**, **COUNTY** desires to contract with **LEMSA** for **LEMSA** to provide certain services for **COUNTY** in accordance with the California Department of Public Health Hospital Preparedness Program (HPP) Cooperative Agreement CFDA #93.074, **LEMSA Deliverables**, for fiscal year 2025-2026.

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

**ARTICLE 1. TERM OF CONTRACT**

**Section 1.01.** It is agreed that the terms of this Agreement become effective as of July 1, 2025, and shall end June 30, 2026, or until terminated as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by **LEMSA** from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

**ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSA**

**Specific Services**

**Section 2.01.** Pursuant to the terms and conditions of this agreement, **LEMSA** shall perform the baseline deliverables, objectives, and activities as indicated in FY 25-26 Hospital Preparedness Program (HPP) Multi-County **LEMSA** Work Plan submitted to the county as set forth in Attachment B. Any changes or updates requested by CDPH during the work plan approval process will be reviewed and jointly agreed to by **COUNTY** and **LEMSA**. Changes shall not exceed project hours or compensation amount.

**Method of Performing Services**

**Section 2.02.** **LEMSA** shall, during the term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow **COUNTY** to

exercise discretion or control over the professional manner in which **LEMSA** performs the services which are the subject matter of this Agreement; provided, always however, that the services to be provided by **LEMSA** shall be performed in a manner consistent with all applicable standards and regulations governing such services.

### **ARTICLE 3. COMPENSATION**

**Section 3.01.** **LEMSA** shall be paid in an amount not to exceed **SEVEN THOUSAND FOUR HUNDRED EIGHT DOLLARS AND 76 CENTS (\$7,408.76)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. **LEMSA** shall (at minimum quarterly) submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding time frame. **COUNTY** shall make payment within 30 days of receipt of **LEMSA**'s correct and approved statement or invoice.

1. Invoice(s) Schedule:

<b>Invoice</b>	<b>Invoice Period</b>	<b>Due Date</b>
First Quarter	July 1 <sup>st</sup> – September 30 <sup>th</sup>	October 15 <sup>th</sup>
Second Quarter	October 1 <sup>st</sup> – December 31 <sup>st</sup>	January 15 <sup>th</sup>
Third Quarter	January 1 <sup>st</sup> – March 31 <sup>st</sup>	April 15th
Fourth Quarter	April 1 <sup>st</sup> – June 30 <sup>th</sup>	June 30 <sup>th</sup>

2. Any invoice submitted after the fiscal year closes on June 30<sup>th</sup> will fall out of compliance with HPP grant standards and will not be able to receive reimbursement for services rendered. Final invoices for Quarter 4 must be submitted by June 30<sup>th</sup>.

**Section 3.02.** No additional services shall be performed by **LEMSA** unless approved in advance in writing by the **COUNTY**. All such services are to be coordinated with **COUNTY** and monitored by the Director of Public Health & Community Development, his or her designee or the HPP Coordinator.

**Section 3.03.** **LEMSA** may sub-contract with third parties as **LEMSA** deems it necessary to perform the services required of **LEMSA** by this contract. **COUNTY** may not control, direct, or supervise **LEMSA**'s assistants or employees in the performance of those services.

### **ARTICLE 4. OBLIGATIONS OF LEMSA**

#### **Minimum Amount of Service**

**Section 4.01.** **LEMSA** may represent, perform services for, and be employed by such additional clients, persons, or companies as **LEMSA**, in its sole discretion deems appropriate. **LEMSA** shall be responsible for all costs and expenses incident to the performance of the services required by this agreement. **COUNTY** shall not be responsible for any expense incurred by **LEMSA** in performing services under this agreement.

## Section 4.02. INSURANCE

LEMSA agrees to maintain the following insurance coverage throughout the term of this Agreement:

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

#### **Taxes and Filings**

**Section 4.03.** This Agreement is for independent contractor services to be provided by LEMSA, and LEMSA is responsible for payment of all applicable taxes and associated filing requirements.

#### **Conflict of Interest**

**Section 4.04.** LEMSA will not hire any employee of **COUNTY**'s to perform any service covered by this Agreement. LEMSA affirms that, to the best of LEMSA's knowledge, there exists no actual or potential conflict between LEMSA's family, business or financial interests and LEMSA's services under this Agreement, and in the event of change in this status during the term of this Agreement, LEMSA will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY**'s option terminate this Agreement in the event of such actual or potential conflict of interest.

#### **Assignment**

**Section 4.05.** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by LEMSA without prior written consent of **COUNTY**, except as specified in Section 3.03 of this Agreement.

#### **Indemnification**

**Section 4.06.** LEMSA shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of LEMSA or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

#### **Books and Records**

**Section 4.07.** All reports and other materials collected or produced by LEMSA or any subcontractor of LEMSA specifically for use by **COUNTY** shall, after completion and acceptance of the contract, become the property of the **COUNTY**, and shall not be subject to any copyright claimed by the **LEMSA**, subcontractor, or their agents or employees. **LEMSA** may retain copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the **LEMSA** relating to the services to be provided under this contract shall be the property of the **COUNTY**, and **LEMSA** hereby agrees to deliver the same to the **COUNTY** upon request.

**Section 4.08.** **LEMSA** shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the **COUNTY** under the terms of the agreement for a period of five (5) years. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon twenty-four (24) hours written or verbal request by the **COUNTY**.

**Section 4.09.** It is understood and agreed that this agreement contemplates personal performance by the **LEMSA** and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties, and/or obligations of the **LEMSA** under this agreement will be permitted only with the express written consent of the **COUNTY**, except as specified in Section 3.03 of this agreement.

## **ARTICLE 5. OBLIGATIONS OF COUNTY**

### **Cooperation of COUNTY**

**Section 5.01.** **COUNTY** agrees to timely comply with all reasonable requests of **LEMSA** and provide access to all documents reasonably necessary to the performance of **LEMSA**'s duties under this Agreement.

## **ARTICLE 6. TERMINATION OF AGREEMENT**

### **Termination on Occurrence of Stated Events**

**Section 6.01.** This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) [§§] Bankruptcy or insolvency of either party;
- (2) [§§] Assignment of this Agreement by **LEMSA** without the consent of the **COUNTY**;
- (3) The Hospital Preparedness Program (HPP) grant is funded by The California Department of Public Health. Due to recent budget proposals and policy changes at both the State and Federal levels, HPP funding is under scrutiny for approval

for FY 25-26. Under the circumstances of the HPP program being terminated, this Agreement is null and void.

#### **Termination by COUNTY for Default of LEMSA**

**Section 6.02.** Should LEMSA default on the performance of this Agreement or breach any of its provisions, **COUNTY**, at **COUNTY**'s option, may terminate this Agreement by giving written notification to **LEMSA**.

**Section 6.03.** **COUNTY** may terminate this agreement at any time by providing sixty (60) days written notice to **LEMSA** that the agreement is terminated. The agreement shall then be deemed terminated, and no further work shall be performed by **LEMSA**. **COUNTY** shall pay **LEMSA** for all services rendered up to the date of termination.

**Section 6.04.** **COUNTY** may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased. Oral notice of termination will be confirmed through written notice by **COUNTY** to **LEMSA** within one week of termination.

**Section 6.05.** Should this Agreement be terminated, **LEMSA** shall provide **COUNTY** with all finished and unfinished reports, data, studies, photographs, charts, electronic data, and other documents prepared by **LEMSA** pursuant to this Agreement.

### **ARTICLE 7. GENERAL PROVISIONS**

#### **Notices**

**Section 7.01.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

**If to COUNTY:**

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

**If to LEMSA:**

Chief Executive Officer  
Northern California EMS, Inc.  
930 Executive Way, Suite 150  
Redding, CA 96002

### Entire Agreement of the Parties

**Section 7.02.** This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein by LEMSA and COUNTY and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

**Section 7.03.** Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

**Section 7.04.** This agreement may be amended at any time by the mutual written agreement of the parties hereto.

**Section 7.05.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

**COUNTY OF PLUMAS**

By: Nicole Reinert Date: 8/8/2025  
Nicole Reinert  
Director, Plumas County Public Health Agency

By: R. Craig Settlemire Date: 8/7/2025  
Deputy County Counsel, Plumas County

By: Kevin Goss Date: 19AUG25  
Kevin Goss  
Chair, Plumas County Board of Supervisors

**NORTHERN CALIFORNIA EMS, INC.**

By: Donna Stone Date: 8-7-2025  
Donna Stone  
Chief Executive Officer

## Hospital Preparedness Program (HPP) Health Care Coalition (HCC) Readiness Plan Template Overview

Purpose																					
<p>You may use this readiness plan template to document how you carry out activities and meet requirements for becoming projects and activities throughout the course of the 5-year budget period (BP).</p> <p>The Office of Health Care Readiness (OHCRR) is providing this work plan and budget template as an optional resource.</p>																					
<p>You must submit a detailed fiscal year (FY) 2024 readiness plan in the Text BP.</p> <p>Health: In this readiness plan, your HCC must describe the strategic priorities of your HCC to each BP. Your HCC should coordinate with OHCRR as they develop this to strategic priorities so that your Readiness Plan and the Strategic Plan for FY 2024 align and can support one another. This section applies to those projects your HCC has on its previous assessments.</p> <p>Implementation Planning: Describe how your HCC will implement activities. This should include your HCC's method for:</p> <ul style="list-style-type: none"> <li>Developed the fiscal mid-year identified in Appendix 1, Section HPP HCC.</li> <li>Using a HCC's existing approach, timeline, and expected milestones.</li> <li>Addressing items identified in the annual HCC mid-year assessment. Note: This section can be updated on a rolling basis as a HCC's priorities, assessments, and capacity areas for improvement.</li> <li>Facilitating continuous improvement from this previous BP.</li> </ul> <p>HCC Growth and Development: Describe how your HCC will develop as an organization, including how your HCC will demonstrate the benefits of HCC activities to health care readiness partners, community partners, and other key audiences (e.g., congressional and federal partners).</p> <p>Managing Readiness: Summarizes the benefits of HCC activities to health care readiness partners, community partners, and other key audiences (e.g., congressional and federal partners).</p>																					
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## FY 2024–2028 HPP NOFO Requirements

The following table is for your reference. Please refer to the HPP NOFO Timing and Deadlines table for activities 1-4 on p. 44-45 of the HPP NOFO. Refer to the Benchmarks table for Recipient and HCC benchmarks on p. 42 of the HPP NOFO.

Activities	Guidance
<b>o. Administrative Oversight Activities</b>	<b>o. Administrative Oversight – Guidance</b>
6.1 Program Administration	Work with HCCs and pertinent partners to maintain program oversight throughout the period of performance. Please adhere to program requirements listed in the NOFO and the rules listed in 45 Code of Federal Regulations (CFR) Part 75.
6.2 Financial Administration	Develop and administer budgets that support submitted work plans and comply with the rules listed in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services (HHS) Awards throughout the period of performance.
<b>Activities</b>	<b>Submission Instructions and Timeline</b>
<b>1. Establish Governance Activities</b>	<b>1. Establish Governance – Submission Instructions and Timeline</b>
1.1 HCC Governance Document	Submit by January 31, 2025 (BP1). Review each BP and submit updated material as needed.
1.2 Jurisdiction Information	Submit by January 31, 2025 (BP1). Review each BP and submit updated material as needed.
<b>2. Assess Readiness Activities</b>	<b>2. Assess Readiness – Submission Instructions and Timeline</b>
2.1 Risk Assessment (RA) <i>Note: Previously known as Jurisdiction Risk Assessment (JRA)</i>	Submit once every five years. If you submitted a JRA during the prior HPP FY 2019–2023 period of performance, you must submit the RA five years after that submission.
2.2 Hazard Vulnerability Assessment (HVA)	Submit by January 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.
2.3 Readiness Assessment	Submit by January 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.
2.4 Supply Chain Integrity Assessment	Review the current Supply Chain Integrity Assessment and submit updated material each BP. If you and your HCC(s) do not have a supply chain assessment, submit this by December 31, 2025 (BP3). Review and submit updated material each BP from BP4–BP5.
2.5 Workforce Assessment	Submit by December 31, 2025 (BP3). Review each BP from BP4–BP5 and submit updated material as needed.
2.6 Cybersecurity Assessment	Due by June 30, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.
2.7 Extended Downtime Health Care Delivery Impact Assessment	Due by June 30, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.
<b>3. Plan and Implement Activities</b>	<b>3. Plan and Implement – Submission Instructions and Timeline</b>
3.1 Strategic Plan for FY 2024–2028	Due by March 31, 2025 (BP1). Review each BP from BP2–BP5 and submit updated material as needed.
3.2 Readiness Plan	Due by March 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.
3.2.1 Training and Exercise Plan	Due by March 31, 2025 (BP1). Review and submit updated material each BP from BP2–BP5.
<b>3.3 Response Plan Activities</b>	<b>3.3 Response Plan – Submission Instructions and Timeline</b>
	3.3 Response Plan – Responsible Owner

Activities	Submission Instructions and Timeline	Responsible Owner
3.3.1 Information-Sharing Plan	Review the current information-sharing plan each BP from BP1-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
3.3.2 Resource Management Plan	Review the current resource management plan, each BP from BP1-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
3.3.3 Workforce Readiness/Resilience Plan	Due by December 31, 2026 (BP3). Review each BP from BP4-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
3.3.4 Medical Surge Support Plan	Review the current medical surge support plan, each BP from BP1-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
3.3.5 Patient Movement Plan	You and your HCC(s) must define the submission deadline for the Patient Movement Plan when you and your HCC(s) develop your Readiness Plan. Once submitted, review each BP and submit updated material as needed.	HPP recipient with input from HCCs
3.3.6 Allocation of Scarce Resources Plan	You and your HCC(s) must define the submission deadline for the Allocation of Scarce Resources Plan when you develop your Readiness Plan. Once submitted, review each BP and submit updated material as needed.	HCC in coordination with HPP recipient
3.4 Continuity and Recovery Plan Activities	3.4 Continuity and Recovery Plan – Submission Instructions and Timeline	3.4 Continuity and Recovery Plan – Responsible Owner
3.4.1 Continuity of Operations Plan (COOP)	Review the current COOP each BP from BP1-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
3.4.2 Cybersecurity Support Plan	Due by June 30, 2026 (BP2). Review each BP from BP3-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
3.4.3 Extended Downtime Support Plan	Due by June 30, 2026 (BP2). Review each BP from BP3-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
3.4.4 Recovery Plan	Due by June 30, 2026 (BP2). Review each BP from BP3-BP5 and submit updated material as needed.	HCC in coordination with HPP recipient
4. Exercise and Improve Activities	4. Exercise and Improve – Submission Instructions and Timeline	4. Exercise and Improve – Responsible Owner
4.1 Medical Response and Surge Exercise (MRSE)	Complete the exercise and submit the MRSE Exercise Reporting Tool by June 30 of each BP.	HCC with HPP recipient support
4.2 Patient Movement Exercise	Complete once, within one year of submitting the Patient Movement Plan.	HPP recipient with HCC participation
4.3 Federal Patient Movement Exercise	If applicable, complete once every three years, or as required by other cooperative agreements/programs.	HCC with HPP recipient support
4.4 Cybersecurity Exercise	Complete once by June 30, 2027 (BP3).	HCC with HPP recipient support
4.5 Non-Cyber Extended Downtime Exercise	Complete once between BP3-BP5.	HCC with HPP recipient support
4.6 Exercise to Address Additional Jurisdictional Priorities or Areas of Improvement	Complete once in the five-year period of performance.	HPP recipient with HCC participation
4.7 Statewide Exercise	Complete once in the five-year period of performance.	HPP recipient with HCC participation

Activities	Submission Instructions and Timeline	Responsible Owner

[1] Please refer to Exercise and Improve section of the HPP NOFO for a full list of requirements for this section.  
Please note that certain compliance requirements, like the requirement to conduct at least one exercise that address the needs of at-risk individuals and communities most impacted by disasters, are not listed in this table.

End of Worksheet

Readiness Plan – Priorities	
Description	On the Priorities tab, describe the top strategic priorities of your HCC for each BP. HCCs should collaborate with the recipient (CDPH-CPR) as they develop their top strategic priorities so that your Readiness Plan shows alignment to the Strategic Plan for FY 2024–2028 and can support one another. HCCs may update their priorities each BP based on the previous assessments.
Priority	HCC Priorities
Rank of Priority	Select your priority area from highest priority to lowest (minimum 5).
Example	1. Establish governance
1	3.3.2 Resource Management Plan
2	3.3.4 Medical Surge Support Plan
3	3.3.5 Patient Movement Plan
4	4.2 Patient Movement Exercise
5	4.3 Federal Patient Movement Exercise
6	Select One
7	Select One
8	Select One
9	Select One
10	Select One

## Readiness Plan - Implementation Planning: Plan and Implement

Actions 2 and 3 are part of implementation in the cooperative approach.

### Individuals and Organizations

Column 3: Select the relevant column from this drop-down selection.

Column 4: Describe your resources, either actively, achieves finite, static, static, where, why, and how.

Column 5: Describe your intended output. Output that is specific and measurable.

Column 6: Provide the active point of contact. This should be a program or personnel listed individually, by HCC or agency.

Column 7: Provide the responsible person. This should be a program or personnel listed individually, by HCC or agency.

Column 8: Provide the duration of the action. This should be a program or personnel listed individually, by HCC or agency.

Column 9: Describe the outcome of the action. This should be a program or personnel listed individually, by HCC or agency.

Item Number	HCC Requirement	Business Plan Activity	Intended Outcome	Activity Point of Contact	Expected Completion Date	Association to Core Function	Supported HPP Outcome
1	Response Plan: Resource Management Plan	<p>1. NORCAL EMS Agency staff will review and revise as needed our plans, protocols, procedures, and policies that address the MCL/EMSA component of and should be included in the MCL/EMSA Response Plan: Resource Management Plan.</p> <p>2. This is necessary to sustain this MCL/EMSA capability for this HPP Grant cycle.</p> <p>3. These NORCAL EMS Agency plans, protocols, procedures, and policies are utilized in all 5 NORCAL EMS Agency counties.</p> <p>4. Any necessary changes will be made in collaboration with the Region III RDHMS and REBAC as needed.</p> <p>5. Review the specific 2012 NORCAL EMS Agency policies annually and revise if needed.</p> <p>6. NORCAL EMS Agency staff will continue to conduct courses on these topics in the counties.</p> <p>7. Cross sign-off sheets are retained.</p>		Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCL/EMSA)	[06/01/2025]	Enhance and sustain HCCs	Respond
2	Response Plan: Medical Surge Support Plan	<p>1. NORCAL EMS Agency staff will review and revise as needed our plans, protocols, procedures, and policies that address the MCL/EMSA component of and should be included in the MCL/EMSA Response Plan: Medical Surge Support Plan.</p> <p>2. This is necessary to sustain this MCL/EMSA capability for this HPP Grant cycle (BPI).</p> <p>3. These NORCAL EMS Agency plans, protocols, procedures, and policies are utilized in all 5 NORCAL EMS Agency counties.</p> <p>4. Any necessary changes will be made in collaboration with the Region III RDHMS and REBAC as needed.</p>		Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCL/EMSA)	[06/01/2026]	Enhance and sustain HCCs	Respond
3	Response Plan: Patient Movement Plan	<p>1. NORCAL EMS Agency staff will review and revise as needed our plans, protocols, procedures, and policies that address the MCL/EMSA component of and should be included in the MCL/EMSA Response Plan: Patient Movement Plan.</p> <p>2. This is necessary to sustain this MCL/EMSA capability for this HPP Grant cycle (BPI).</p> <p>3. These NORCAL EMS Agency plans, protocols, procedures, and policies are utilized in all 5 NORCAL EMS Agency counties.</p> <p>4. Any necessary changes will be made in collaboration with the Region III RDHMS and REBAC as needed.</p>		Donna Stone (Regional Chief Executive Officer) NORCAL EMS Agency (MCL/EMSA)	[06/01/2025]	Enhance and sustain HCCs	Respond
4	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one
5	Selections	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one
6	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one
7	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one
8	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one
9	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one
10	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one
11	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[06/01/2023]	Selected one	Selected one

Item Number	HRP Requirement	Resilience Plan Activity	Intended Output	Activity Point of Contact	Expected Completion Date	Authorization to Core Function	Supported HRP Outcome
12	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
13	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
14	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
15	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
16	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
17	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
18	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
19	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
20	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
21	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
22	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
23	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
24	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
25	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
26	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
27	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
28	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
29	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one
30	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	Immidate/yy	Select one	Select one

**Readiness Plan – Implementation Planning: Exercise and Improve**  
 Readiness Plan – Implementation Planning: Exercise and Improve

Instructions and Readiness Plan – Implementation Planning: Exercise and Improve

Question 11: Select the required activity from the dropdown list below.

Criteria C: Patients can no longer receive medical care. Activities must include whom, whom, where, why, and how.

Criteria D: Describe your institution's plan activity. Details must be specific and measurable.

Criteria E: Present a specific plan for contact. This should be planned in a connected, prioritized, listed individually, by HCCs or regions.

Criteria F: Plans for specific candidates to take over the mandatory HCCs.

Criteria G: Use the structure below to choose the primary HCCs assigned to your function.

Criteria H: Use this structure to choose the primary HCCs assigned to your function.

Item Number	HPI Requirement	Readiness Plan Activity	Intended Output	Activity Point of Contact	Expected Completion Date	Assignment to Core Function	Supported HPP Outcomes
1	Patient Readiness Exercise	NORCAL EMS Agency will collaborate in local OEMs to support LEMS functions acceptable to the OEMs and the State of California. Medical indication.	1. NORCAL EMS will perform supporting LEMS functions acceptable to the OEMs and the State of California. Medical indication.	Done Status (Regional Chief Executive Officer) NORCAL EMS Agency (NCELEMSA)	[TBD by HCC]	Training, exercise, and evaluation	2. Assess readiness
2	Federal Patient Readiness Exercise	If applicable, NORCAL EMS will participate in the Federal Patient Readiness Exercise via the NORCAL EMS Agency Disaster Officer Program. Who prompted by OEMs or the state during their exercise.	1. Applicable NORCAL EMS will perform supporting OEMs functions acceptable to OEMs and the State of California. Medical indication.	Done Status (Regional Chief Executive Officer) NORCAL EMS Agency (NCELEMSA)	[TBD by EPD/HCC]	Training, exercise, and evaluation	2. Assess readiness
3	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
4	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
5	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
6	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
7	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
8	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
9	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
10	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
11	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
12	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
13	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
14	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
15	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
16	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
17	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
18	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
19	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one
20	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[immediacy]	Select one	Select one

Item Number	HPP Requirement	Receiving Plan Activity		Intended Output	Active Point of Contact	Expected Completion Date	Associated Life Care Function	Supplemental HPP Outcome
		Receiving Plan Activity	Intended Output					
21	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
22	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
23	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
24	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
25	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
26	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
27	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
28	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
29	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one
30	Select one	[Insert Readiness Plan Activity]	[Insert Intended Output]	[Insert Activity Point of Contact]	[mmddyyyy]	Select one	Select one	Select one

End of Worksheet



**PLUMAS COUNTY  
SOCIAL SERVICES DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Christine Renteria, Office Supervisor  
**MEETING DATE:** October 21, 2025  
**SUBJECT:** Approve **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the Plumas County Department of Social Services, Budget Unit #70590, and

**Approve and authorize Social Services Department to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst I/II; due to resignation; (No General Fund Impact) State and Federal, realignment funds.**

---

**Recommendation:**

Approve **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the Plumas County Department of Social Services, Budget Unit #70590, and

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

**Background and Discussion:**

Position open due to resignation.

**Action:**

Approve **RESOLUTION** to amend Fiscal Year 2025-2026 Plumas County Position Allocation for the Plumas County Department of Social Services, Budget Unit #70590, and

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

**Fiscal Impact:**

No General Fund Impact. State Federal and Realignment.

**Attachments:**

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

RESOLUTION NO. 2025 - \_\_\_\_\_

APPROVE RESOLUTION TO AMEND FISCAL YEAR 2025-2026 PLUMAS COUNTY POSITION ALLOCATION FOR THE PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES, BUDGET UNIT #70590

**WHEREAS**, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

**WHEREAS**, during the fiscal year needs may arise to amend the Position Allocation; and

**WHEREAS**, these positions are necessary for the Department of Social Services to provide services to the County; and

**WHEREAS**, this request was brought to the attention of the Interim Human Resources Director who is now requesting approval of this resolution to amend Plumas County's 2025-2026 Position Allocation, to reclassify One (1) Information Systems Technician to One (1) Staff Services Analyst I/II.

**NOW, THEREFORE BE IT RESOLVED** by the County of Plumas Board of Supervisors as follows:

Approve the amendment to Fiscal Year 2025-2026 Position Allocation as follows:

<b>Department 70590</b>	<b>Current FTE</b>	<b>Change</b>	<b>New FTE</b>
Information System Technician	1.00	-1.00	0.00
Staff Services Analyst	0.00	+1.00	1.00

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 21<sup>st</sup> day of October, 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

ATTEST:

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KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

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ALLEN HISKEY, CLERK OF THE BOARD

**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.

**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.

## 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 September 16, 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.

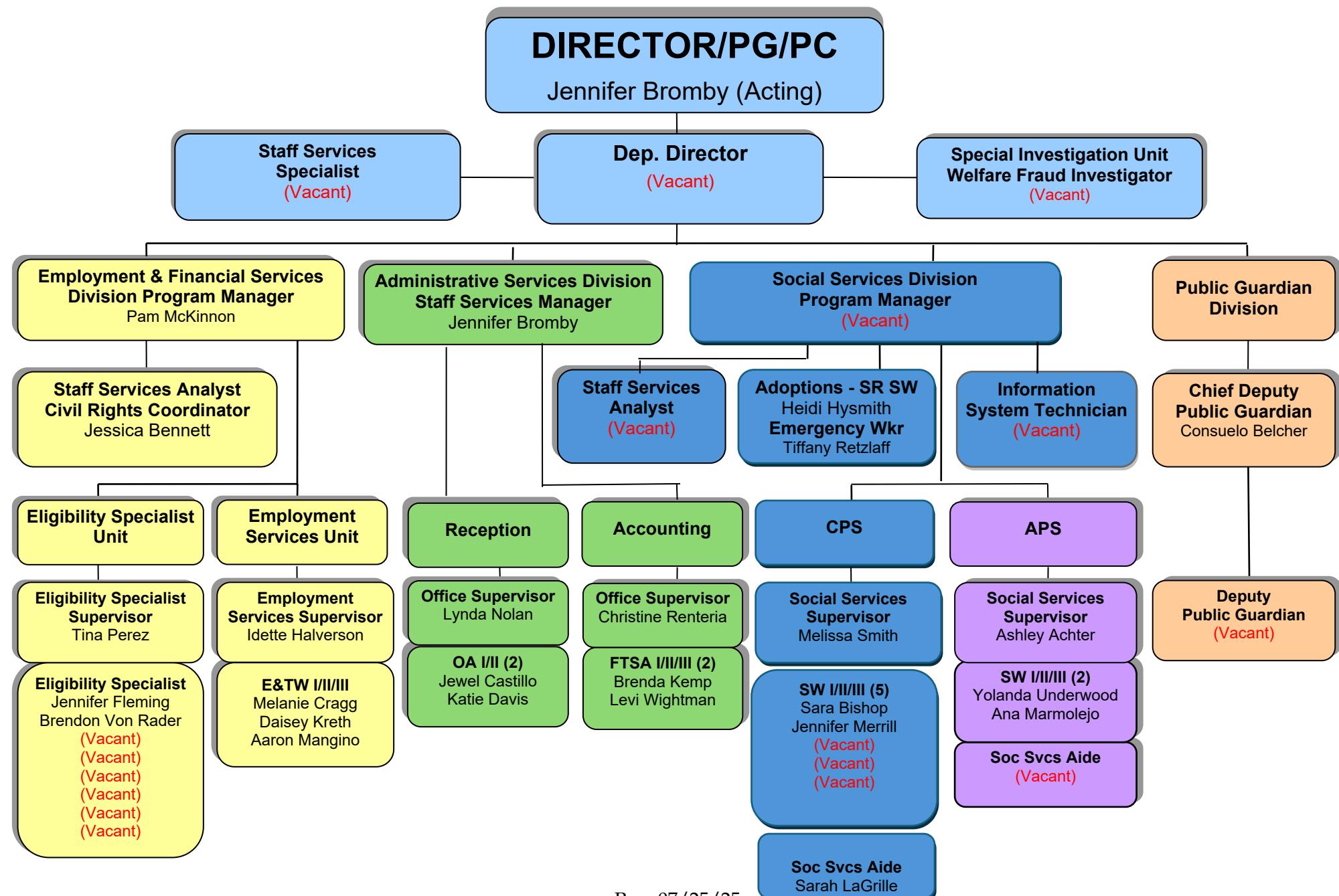
- Does the budget reduction plan anticipate the elimination of any of the requested positions?

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.

# **PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN**





**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

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

**FROM:** Roni Towery

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize a budget transfer in the amount of \$398.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator); discussion and possible action. Four/fifths roll call vote.

---

**Recommendation:**

Approve and authorize a budget transfer in the amount of \$398.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator).

**Background and Discussion:**

The purchase of a new generator for the Sheriff's Office was approved on February 18, 2025. The approved Master Purchase Agreement was not to exceed \$50,000.00. The original estimate from the vendor was for \$44,517.70. The amount that was budgeted and carried into the FY 25/26 adopted budget is \$45,000.00. The final invoice arrived, and the total invoice amount is \$45,397.70 due to a supply chain surcharge. This budget transfer is necessary to cover the additional costs. The new total cost is still within the amount previously approved for the purchase.

**Action:**

Approve and authorize a budget transfer in the amount of \$398.00 for department #70331 (AB443 - Sheriff's Rural & Small Law Enforcement fund) from services and supplies account #520902 (Vehicle Maintenance) to fixed asset account #544130 (Generator).

**Fiscal Impact:**

(No General Fund Impact) Sheriff Rural & Small Law Enforcement funds

**Attachments:**

1. 70331-544130 - Budget Appropriation Transfer
2. OLB Assoc - Generator Invoice



In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) TRANSFER TO COVER SHORTAGE IN ACCOUNT

B) BUDGET SUFFICIENT TO COVER ANTICIPATED EXPENSES

C) EXPENSE INCURRED IN FY 25/26

D) \_\_\_\_\_

Approved by Department Signing Authority: Ron Jowery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: Marked Non

Board Approval Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

Clerk of the Board Signature: \_\_\_\_\_

Date Entered by Auditor/Controller: \_\_\_\_\_

Initials \_\_\_\_\_

#### INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

V#2909

***OLB Associates, LLC***  
***W333 S191 Glen Oaks Drive***  
***Delafield, WI 53018***

Attn: Chad Hermann  
Plumas County Sheriff's Office  
1400 East Main Street  
Quincy, CA 95971

October 3, 2025

Invoice Number: 251175

**INVOICE**

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Reference Master Purchase Agreement County of Plumas, CA, 1-23-2025  
Serial Number 33MYGMNH0004

<b>Customer Name</b>	Plumas County Sheriff's Office	<b>Invoice Number</b>	251175
<b>Job Name</b>	Plumas County 80kW	<b>Date</b>	10/3/2025
<b>Location</b>	Quincy, CA 95971	<b>Due Date</b>	11/3/2025
<b>Invoice Amount</b>	\$45,397.70		

Part Number	Description	Qty	Unit Price	Extended Price
KG80-CP1	KG80 Generator Set	1	\$ 30,365.41	\$ 30,365.41
GM71618-KP1	Flexible Fuel Line	1		
GM105772-KP	Literature, General Maintenance, KG80	1		
<b>Standard GSA Items:</b>				
GM107120-AA1	DECAL, EPA	1		
000000000000222661	Nameplate Rating, Standby 130 Degree	1		
000000000000333702	Voltage,60Hz,120/240V,1Ph,3W,1.0PF	1		
GM116512-MA1	Unit Mtd Radiator Cooling	1		
GM105461-MA1	Air Intake, 80KW, Standard Duty	1		
GM107121-AA8	SOFTWARE, PROGRAMMING, APM402 60Hz	1		
000000000000358324	Fuel Code, LP Gas/LP Liquid	1		
GM105420-MA4	Fuel Module, Single Fuel UL	1		
GM88179-CA1	Breaker 1 Components	1		

GM86123-KA1	Decals, Bonding & Phasing	1		
GM50088	1 Year Standard, Standby	1		
GM118598-GA2	KG80, 4RX, 6.2L Turbo	1		
GM77540-MA1	ALT&MTG, 4R9X (SAE 11.5, No. 3)	1		
GM104537-MA1	Skid&Mtg, 44"	1		
GM104540-MA1-BLK	CONTROLLER&MTG, APM402 400A 3PH	1		
<b>Open Market Items:</b>				
GM105582-KA1-KCB	SOUND ENCLOSURE, STEEL, 80kW	1		
GM115370-KA1	BLOCK HEATER, 1500W, 120V	1		
000000000000256985	Battery, 1/12V, 650CCA, Wet	1		
GM96391-KA1	Battery Charger 12V, 6A	1		
GM52295-KA1	LCB, 350A, LAP, Therm Mag, 80%	1		
GM51852-KA1	MTG, LCB, L-Frame 300-400, 4S	1		
GM51870-KA13-KCB	COVERS, 4S J-BOX L-FRAME WITH L LCB	1		
GM51855-KA2	Neutral, 600A 4S	1		
GM28625-KA2	Coolant in Genset 6 gals.	1		
GM64354-KA1	SKID EXTENSION	1		
000000000000221661	Warranty, 2 Year Basic	1		

	Estimated Load Test and Set Up	0	\$9,779.79	\$9,779.79
	Estimated Freight	0	\$4,372.50	\$4,372.50
			\$14,152.29	\$14,152.29

Total Invoice	\$44,517.70	\$44,517.70
Supply Chain Surcharge	\$880.00	\$880.00

<b>Please Pay This Amount</b>	<b>\$ 45,397.70</b>
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OLB Associates, LLC CAGE 7MFD4, DUNS 080250644, UEI X14MMN2GEWG3  
 Authorized Dealer, Kohler Co. (Rehiko), GSA Contract GS07F019DA

OLB Associates, LLC W-9 Attached

Due upon receipt of invoice. Please make check payable to OLB Associates, LLC.

MASTER PURCHASE AGREEMENT  
COUNTY OF PLUMAS

Date: January 23, 2025

Vendor: OLB Associates, LLC  
W333 S191 Glen Oaks Drive,  
Delafield, WI 53018-3128

County: County of Plumas  
Department of Sheriff's Office  
1400 East Main Street,  
Quincy, CA. 95971

Tel: 262-366-6079

Tel: 530 283-6375

Description: Purchase of Rehlko KG80 generator, load and set-up  
as identified in the purchase agreement attached to MPA as Exhibit A.

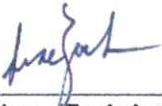
Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed  
\$ Fifty Thousand Dollars  
(\$ 50,000.00 )

Term: Agreement shall commence on 01/23/2025 and shall terminate on  
02/29/2025, (Quote Expires) unless the Contract is terminated earlier.

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

VENDOR:

By:   
Name: Lise Zwisler  
Title: Managing Member

Date Signed: 2-27-2025

COUNTY:

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

By:   
Name: Kevin Goss

Chair, Board of Supervisors  
Date signed: 18FEB2025

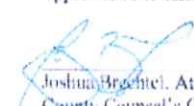
ATTEST:

By:   
Name: Allen Hiskey

Deputy Clerk of the Board

Date Signed: 18FEB2025

Approved as to form:

  
Joshua Brachtel, Attorney  
County Counsel's Office

**OLB Associates, LLC**

Plumas County Sheriff's Office  
Via Email: Chad Hermann, chermann@psco.net

Customer Name	Plumas County Sheriff's Office	Quote Number	24125-2
Job Name	Plumas County 80kW	Date	1/20/2025
Location	Quincy, CA 95971	Quote Expires:	2/19/2025
Lead Time (weeks)	15		

Part Number	Description	Qty	Unit Price	Extended Price
KG80-CP1	KG80 Generator Set	1	\$ 30,365.41	\$ 30,365.41
GM71618-KP1	Flexible Fuel Line	1		
GM105772-KP	Literature, General Maintenance, KG80	1		
<b>Standard GSA Items:</b>				
GM107120-AA1	DECAL, EPA	1		
000000000000222661	Nameplate Rating, Standby 130 Degree	1		
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GM116512-MA1	Unit Mtd Radiator Cooling	1		
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GM118598-GA2	KG80, 4RX, 6.2L Turbo	1		
GM77540-MA1	ALT&MTG, 4R9X (SAE 11.5, No. 3)	1		
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000000000000256985	Battery, 1/12V, 650CCA, Wet	1		
GM96391-KA1	Battery Charger 12V, 6A	1		
GM52295-KA1	LCB, 350A, LAP, Therm Mag, 80%	1		
GM51852-KA1	MTG, LCB, L-Frame 300-400, 4S	1		
GM51870-KA13-KCB	COVERS, 4S J-BOX L-FRAME WITH L LCB	1		
GM51855-KA2	Neutral, 600A 4S	1		
GM28625-KA2	Coolant in Genset 6 gals.	1		

W333 S191 Glen Oaks Drive, Delafield, WI 53018-3128  
262.366.6079 [olbawi@wi.rr.com](mailto:olbawi@wi.rr.com)

GM64354-KA1 000000000000221661	SKID EXTENSION Warranty, 2 Year Basic	1 1		
	Estimated Load Test and Set Up	0	\$9,779.79	\$9,779.79
	Estimated Freight	0	\$4,372.50	\$4,372.50
			\$14,152.29	\$14,152.29
	Total Quote		\$44,517.70	\$44,517.70

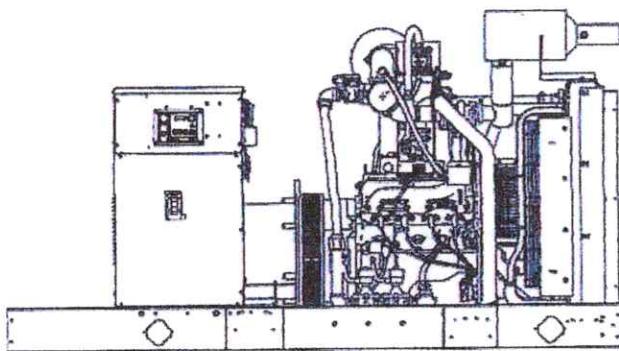
**OLB Associates Contact:** Lise Zwisler, 262.366.6079, [olba@wi.rt.com](mailto:olba@wi.rt.com)

OLB Associates, LLC CAGE 7MFD4, DUNS 080250644, UEI X14MMN2GEWG3  
Authorized Dealer, Kohler Co. (Rehlko), GSA Contract GS07F019DA

**EPA-Certified for 60 Hz Stationary Emergency Applications**
**EPA certification not applicable at 50 Hz**

## Ratings Range

Standby:	60 Hz		50 Hz	
	kW	kVA	kW	kVA
	63-80	63-100	56-66	56-83



## Standard Features

- Rehlko provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a cULus listing.
- CSA approval is available.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set accepts rated load in one step.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
  - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
  - The brushless, rotating-field alternator has broadrange reconnectability.
- Natural gas, LP gas, and dual fuel models are available.
- Dual fuel model features:
  - Natural gas is the primary fuel. Automatically transfers back to primary fuel when LPG fuel becomes low or generator stops and restarts.
  - The patent pending reset box on the generator provides the ability to manually transfer back to natural gas.



## Generator Set Ratings

Alternator	Voltage	Ph	Hz	Natural Gas		LP Gas	
				130°C Rise	Standby Rating	130°C Rise	Standby Rating
				kW/kVA	Amps	kW/kVA	Amps
4P1DX	120/208	3	60	77/96	267	77/96	267
	127/220	3	60	80/100	263	80/100	263
	120/240	3	60	77/96	231	77/96	231
	120/240	1	60	63/63	263	63/63	263
	139/240	3	60	80/100	241	80/100	241
	220/380	3	60	70/88	134	70/88	134
	277/480	3	60	80/100	121	80/100	121
	347/600	3	60	80/100	97	80/100	97
	110/190	3	50	65/81	247	65/81	247
	115/200	3	50	65/81	234	65/81	234
	120/208	3	50	63/79	220	63/79	220
	110/220	3	50	65/81	213	65/81	213
	110/220	1	50	56/56	255	56/56	255
	220/380	3	50	65/81	124	65/81	124
	230/400	3	50	65/81	117	65/81	117
	240/415	3	50	63/79	110	63/79	110

**RATINGS:** All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition details. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Discovery Energy, LLC

 200 Twin Oaks Road, Kohler, WI 53044 USA  
 For the nearest sales and service outlet in the US and Canada, phone 1-800-544-2444 - powersystems.rehlko.com

## Generator Set Ratings, continued

Alternator	Voltage	Ph	Hz	Natural Gas		LP Gas	
				130°C Rise Standby Rating	kW/kVA	Amps	130°C Rise Standby Rating
4R9X	120/208	3	60	80/100	278	80/100	278
	127/220	3	60	80/100	263	80/100	263
	120/240	3	60	80/100	241	80/100	241
	120/240	1	60	77/77	321	77/77	321
	139/240	3	60	80/100	241	80/100	241
	220/380	3	60	80/100	152	80/100	152
	277/480	3	60	80/100	121	80/100	121
	347/600	3	60	80/100	97	80/100	97
	110/190	3	50	66/83	253	66/83	253
	115/200	3	50	66/83	240	66/83	240
	120/208	3	50	66/83	231	66/83	231
	110/220	3	50	66/83	218	66/83	218
	110/220	1	50	66/66	300	66/66	300
4T9X	220/380	3	50	66/83	127	66/83	127
	230/400	3	50	66/83	120	66/83	120
	240/415	3	50	66/83	116	66/83	116
	120/240	1	60	80/80	334	80/80	334
	110/220	1	50	66/66	300	66/66	300

## Alternator Specifications

## Application Data

Specifications	Alternator
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent Magnet
Leads: quantity, type	12, Reconnectable
4P10X, 4R9X	4, 110-120/220-240 V
4T9X	Solid State, Volts/Hz
Voltage regulator	NEMA MG1
Insulation:	
Material	Class H
Temperature rise	130°C, Standby .
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V	4P10X (12 lead)
480 V	4R9X (12 lead)
240 V	4T9X (4 lead)
	275 (60 Hz)
	385 (60 Hz)
	237 (60 Hz)

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.

Engine	60 Hz	50 Hz
Engine, model, type	KG6208TSD 6.2 L	
Turbocharged, Aftercooled	KG6208TSC 6.2 L	
Turbocharged, Aftercooled, with catalyst (60 Hz only)	V-8	
Displacement, L (cu. in.)	6.2 (378)	
Bore and stroke, mm (in.)	101.6 x 95.25 (4.00 x 3.75)	
Compression ratio	9.8:1	
Rated rpm	1800	1500
Max. power at rated rpm, kW (HP)		
Natural Gas	93.6 (126)	78 (105)
LPG	94.6 (127)	78.8 (106)
Cylinder head material	Cast Aluminum	
Piston type and material	Cast Aluminum	
Crankshaft material	Cast Iron	
Valve (exhaust) material	Forged Steel	
Governor type	Electronic	
Frequency regulation, no-load to full-load	Isochronous	
Frequency regulation, steady state	±1.0%	
Frequency	Fixed	
Air cleaner type, all models	Dry	
Exhaust		
Exhaust System	60 Hz	50 Hz
Exhaust manifold type	Dry	
Exhaust flow at rated kW, m <sup>3</sup> /min. (cfm)	18 (636)	15 (530)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	715 (1319)	680 (1256)
Maximum allowable back pressure, kPa (in. Hg)	12 (3.54)	10 (2.95)
Exhaust outlet size at engine hookup, mm (in.)	88.9 (3.5)	

**Engine Electrical**

Engine Electrical System	60 Hz	50 Hz
Ignition system	Coil Pack	
Battery charging alternator:		
Ground (negative/positive)	Negative	
Volts (DC)	12	
Ampere rating	130	
Starter motor rated voltage (DC)	12	
Battery, recommended cold cranking amps (CCA):		
Qty., rating for -18°C (0°F)	One, 650	
Battery voltage (DC)	12	

**Fuel**

Fuel System	60 Hz	50 Hz
Fuel type	Natural Gas, LP Gas, or Dual Fuel	1.25 NPT
Fuel supply line inlet		
Natural gas and LPG vapor fuel supply pressure, kPa (in. H <sub>2</sub> O)	1.74-2.74 (7-11)	

**Fuel Composition Limits \***

	Nat. Gas	LP Gas
Methane, % by volume	90 min.	—
Ethane, % by volume	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume	0.1 max.	5.0 max.
C <sub>4</sub> and higher, % by volume	0.3 max.	2.5 max.

**Sulfur, ppm mass**

Lower heating value, MJ/m <sup>3</sup> (Btu/ft <sup>3</sup> ), min.	33.2 (890)	84.2 (2260)
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\* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local authorized distributor for further analysis and advice.

**Lubrication**

Lubricating System	60 Hz	50 Hz
Type	Full Pressure	
Oil pan capacity, L (qt.) §	5.7 (6.0)	
Oil pan capacity with filter and oil cooler, L (qt.) §	8.0 (8.5)	
Oil filter: quantity, type §	1, Cartridge	

§ Rehlko recommends the use of Rehlko Genuine oil and filters.

**Cooling**

Radiator System	60 Hz	50 Hz
Ambient temperature, °C (°F)*	50 (122)	
Engine jacket water capacity, L (gal.)	7.3 (1.83)	
Radiator system capacity, including engine, L (gal.)	22.7 (6.0)	
Engine jacket water flow, Lpm (gpm)	1125 (29.7)	90 (23.8)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	66.5 (3785)	55.4 (3153)
Heat rejected to charge air cooler at rated kW, dry exhaust, kW (Btu/min.)	8 (512)	7.5 (427)
Water pump type	Centrifugal	
Fan diameter, including blades, mm (in.)	711 (28)	
Fan, kWm (HP)	7.0 (9.4)	3.0 (4.0)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H <sub>2</sub> O)	0.12 (0.5)	
Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F).		

**Operation Requirements**

Air Requirements	60 Hz	50 Hz
Radiator-cooled cooling air, m <sup>3</sup> /min. (scfm)†	230 (8122)	192 (6780)
Combustion air, m <sup>3</sup> /min. (cfm)	5.3 (187)	4.4 (155)
Heat rejected to ambient air:		
Engine, kW (Btu/min.)	24 (1366)	20 (1138)
Alternator, kW (Btu/min.)	8.8 (500)	7.9 (450)
Air density = 1.20 kg/m <sup>3</sup> (0.075 lbm/ft <sup>3</sup> )		

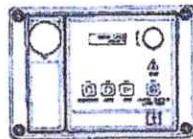
Fuel Consumption‡	60Hz	50Hz
Natural Gas, m <sup>3</sup> /hr. (cfh) at % load		Standby Ratings
100%	34.0 (1202)	28.1 (993)
75%	29.2 (1032)	23.2 (821)
50%	22.7 (803)	16.5 (584)
25%	14.9 (527)	9.8 (347)

LP Gas, m <sup>3</sup> /hr. (cfh) at % load	Standby Ratings
100%	14.7 (521)
75%	11.7 (413)
50%	7.7 (272)
25%	5.2 (183)

Nominal Fuel Rating: Natural gas, 37 MJ/m<sup>3</sup> (1000 Btu/ft.<sup>3</sup>)  
LP vapor, 93 MJ/m<sup>3</sup> (2500 Btu/ft.<sup>3</sup>)

LP vapor conversion factors:

8.58 ft.<sup>3</sup> = 1 lb.  
0.535 m<sup>3</sup> = 1 kg.  
36.39 ft.<sup>3</sup> = 1 gal.

**Controllers**

**APM402 Controller**

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-161 for additional controller features and accessories.  
Modbus® is a registered trademark of Schneider Electric.


**APM603 Controller**

- Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.
- 7-inch graphic display with touch screen and menu control provides easy local data access
- Measurements are selectable in metric or English units
- Generator management to turn paralleled generators off and on as required by load demand
- Load management to connect and disconnect loads as required
- Controller supports Modbus® RTU, Modbus® TCP, SNMP and BACnet®
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- UL-listed overcurrent protective device
- NFPA 110 Level 1 capability

Refer to G6-162 for additional controller features and accessories.  
BACnet® is a registered trademark of ASHRAE.

**Standard Features**

- Air Cleaner Restrictor Indicator
- Alternator Protection
- Battery Rack and Cables
- Dual Fuel Reset Box (standard on dual fuel models)
- Electronic, Isochronous Governor
- Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature
- Open Unit Accessory Kit (radiator duct flange, stone guard and flexible exhaust)

**Available Options****Circuit Breakers**

Type	Rating
<input type="checkbox"/> Magnetic Trip	<input type="checkbox"/> 80%
<input type="checkbox"/> Thermal Magnetic Trip	<input type="checkbox"/> 100%
<input type="checkbox"/> Electronic Trip (L1)	
<input type="checkbox"/> Electronic Trip with Short Time (LSI)	
<input type="checkbox"/> Electronic Trip with Ground Fault (LSIG)	

**Circuit Breaker Mounting**

- Generator Mounted
- Remote Mounted
- Bus Bar (for remote mounted breakers)

**Enclosures for Remote Mounted Circuit Breakers**

- NEMA 1
- NEMA 3R

**Approvals and Listings**

- cULus (UL 2200 and CSA)
- Hurricane Rated Enclosure
- IBC Seismic Certification

**Enclosure**

- Sound Enclosure (with enclosed critical silencer)
- Weather Enclosure (with enclosed critical silencer)
- Sound Enclosure (with enclosed critical silencer and three-way catalyst)
- Weather Enclosure (with enclosed critical silencer and three-way catalyst)

**Open Unit**

- Exhaust Silencer, Critical
- Flexible Exhaust Connector, Stainless Steel
- Open Unit Accessory Kit (radiator duct flange, stone guard, flexible exhaust, and three-way catalyst)

**Fuel System**

- Dual Fuel NG/LPG (automatic changeover)
- Flexible Fuel Line
- Fuel Filter Kit
- Secondary Gas Solenoid Valve (NFPA Fuel System)

**Cooling System**

- Block Heater, 1500 W, 110-120 V
- Block Heater, 1500 W, 190-240 V  
Recommended for ambient temperatures below 10°C (50°F)

**Controller**

- Common Failure Relay (APM603 Controller only)
- Four Input/Fifteen Output Module
- Lockable Emergency Stop
- Manual Key Switch (APM603 only)
- Manual Speed Adjust (APM402 only)
- Remote Emergency Stop
- Run Relay (Standard with APM603)
- Remote Annunciator panel
- Two Input/Five Output Module (APM402 only)

**Electrical System**

- Battery
- Battery Charger
- Battery Charger Temperature Compensation
- Battery Heater
- Generator Heater

**Miscellaneous**

- Certified Test Report
- Engine Fluids Added
- Rated Power Factor Testing
- Rodent Guards

**Literature**

- General Maintenance
- NFPA 110
- Overhaul
- Production

**Warranty**

- 2-Year Basic Limited Warranty
- 5-Year Basic Limited Warranty
- 5-Year Comprehensive Limited Warranty

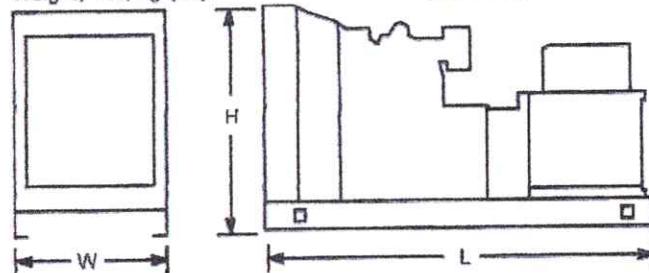
**Dimensions and Weights**

Overall Size, L x W x H, mm (in.):

2800 x 1120 x 1483 (110.2 x 44.1 x 58.4)

Weight, wet, kg (lb.):

1025 (2260)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local authorized distributor for more detailed information.



**PLUMAS COUNTY  
SHERIFFS DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Chad Hermann, Sheriff

**MEETING DATE:** October 21, 2025

**SUBJECT:** Adopt **RESOLUTION** revising the Sheriff's Patrol Commander and Sheriff Investigations Sergeant/Code Compliance Supervisor Job Classifications; General Fund Impact as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

---

**Recommendation:**

Adopt **RESOLUTION** revising the Sheriff's Patrol Commander and Sheriff Investigations Sergeant/Code Compliance Supervisor Job Classifications; General Fund Impact as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

**Background and Discussion:**

During a comparable wage / job description review, it was discovered since 2019, the Investigations Sergeant was at the same pay scale as the Patrol Commander, even though the Patrol Commander is a higher ranking position which should have oversight of the investigations unit, being part of operational control. The 5% increase in pay for the Patrol Commander position does not cause a compaction issue with the Undersheriff position.

**Action:**

Adopt **RESOLUTION** revising the Sheriff's Patrol Commander and Sheriff Investigations Sergeant/Code Compliance Supervisor Job Classifications; General Fund Impact as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

**Fiscal Impact:**

General Fund Impact as to the FY25/26 adopted budget. This cost increase can be absorbed within our current allocated budget due to current vacant positions.

**Attachments:**

1. 6745 FINAL
2. 6745 Sheriff Patrol Commander
3. 6745 Sheriff Investigator Sergeant Code Compliance Supervisor

RESOLUTION NO.2025-\_\_\_\_\_

**ADOPT RESOLUTION REVISING THE SHERIFF'S PATROL COMMANDER AND SHERIFF INVESTIGATIONS SERGEANT/CODE COMPLIANCE SUPERVISOR JOB CLASSIFICATIONS**

**WHEREAS**, Plumas County Personnel Rule 5 allows amendments to be made to the classification plan covering all positions in the County services, by resolution of the Plumas County Board of Supervisors; and

**WHEREAS**, during the fiscal year needs may arise to amend the classification plan, position allocation, and funding revenues: and

**WHEREAS**, the updated job descriptions remove the Office of Emergency Services duties from the Patrol Commander, reflect supervision of Search and Rescue, and include the supervision of the Investigations Department under the Patrol Commander in order to have proper organizational flow to be consistent in operations.

**WHEREAS**, the interim Human Resources Director has updated and attached revised job classifications for the Sheriff's Patrol Commander and Sheriff Investigations Sergeant/Code Compliance Supervisor job classifications; and

**WHEREAS**, the County has met the meet and confer obligation.

**NOW, THEREFORE IT BE RESOLVED** by the County of Plumas Board of Supervisors as follows:

- 1) Approves the revisions to the Sheriff's Patrol Commander job classification.
- 2) Approves the revisions to the Sheriff Investigation's Sergeant/Code Compliance Supervisor job classification.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the said Board held on 21st day of October 2025, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

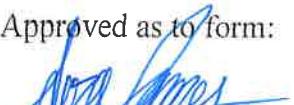
ABSENT: Supervisors:

ATTEST:

\_\_\_\_\_  
Kevin Goss, CHAIR, BOARD OF SUPERVISORS

\_\_\_\_\_  
Allen Hiskey, CLERK OF THE BOARD

Approved as to form:

  
\_\_\_\_\_  
Sara James, Attorney  
County Counsel's Office

## **SHERIFF PATROL COMMANDER**

### **DEFINITION**

Incumbent will manage, as well as supervise the day to day operations of the Patrol Division, Investigations Division, Communications Division, Swat, Reserves, Search and Rescue, Chaplains and Court and Annex Security; coordinates activities with other divisions and departments; provides highly complex staff assistance to the Sheriff and Undersheriff; performs a variety of technical tasks relative to assigned areas of responsibility; and does related work as required or assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized supervisory level in the professional law enforcement class series. The incumbent will be responsible for providing direction and exercising supervision over the investigations unit, sergeants, deputies, and non-sworn supervisors and other staff. In addition, the incumbent will provide specialized administrative support to the Sheriff and Undersheriff.

### **REPORTS TO**

Undersheriff and Sheriff/Coroner

### **CLASSIFICATIONS SUPERVISED**

Investigations Sergeant, Patrol sergeants, Communications Supervisor, Swat Commander, Reserve Coordinator, Chaplains, and Court and Annex Security Supervisor.

### **EXAMPLES OF DUTIES**

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

- Directs, plans, organizes and supervises assigned law enforcement activities.
- Establish schedules for the Sheriff's Office to facilitate operations.
- Assist in the development, planning, and implementation of Department goals and objectives.
- Prepare and present staff reports to the Undersheriff.
- Assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
- Direct the forecast of funds needed for equipment, materials, supplies, and staffing.

## **SHERIFF PATROL COMMANDER - 2**

### **EXAMPLES OF DUTIES – Continued:**

- Monitor and approve expenditures.
- Assist with the selection, motivation and evaluation of personnel.
- Assists in developing, recommending and implementing department/division goals and objectives.
- Implements department/division policies and procedures.
- Coordinate staff training, including ongoing evaluation of staff and recognizing the additional need for training.
- Evaluate operations and activities of assigned responsibilities.
- Recommend improvements and modifications.
- Prepare various reports on operations and activities, both to the Sheriff and the Undersheriff.
- Work with employees to correct deficiencies.
- Participates in budget preparation and administration.
- Prepares cost estimates for budget recommendations.
- Submits justification for budgetary items.
- Monitors and controls expenditures as assigned.
- Attend and participate on a variety of boards and commissions.
- Participates in the selection of staff.
- Implements disciplinary procedures as necessary.
- Answer questions and provide information to the public.
- Investigate complaints and recommends corrective action.
- Contacts and cooperate with other agencies as needed.
- Conducts investigations involving internal affairs.
- Oversee the Department purchase and inventory of equipment.
- Negotiate contracts with other Departments and government agencies in mutual assistance tasks and support services.
- Perform related duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; 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 office, courtroom, and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

## **SHERIFF PATROL COMMANDER - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles and practices of law enforcement program development and administration.
- Procedures, methods and techniques in law enforcement patrol, traffic control, crime prevention, investigations, apprehension, civil process, and arrest.
- Types of law enforcement equipment, materials, and specialty items including, but not limited to, training.
- Principles and practices of organization, administration and personnel management pertaining to law enforcement.
- Budgeting procedures and techniques.
- Principles and practices of supervision, training and personnel management.
- Principles and procedures of record keeping and reporting.

#### **Ability to:**

- Organize, direct and implement a comprehensive law enforcement program.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply Federal, State, and local policies, procedures, laws and regulations.
- Effectively administer a variety of law enforcement activities.
- Prepare and administer a budget.
- Respond to requests and inquiries from the general public.
- Supervise, train and evaluate assigned staff.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Gain cooperation through discussion and persuasion.
- Use and care for firearms.

### **TRAINING AND EXPERIENCE**

Five years of increasingly responsible experience in law enforcement work, including one (1) year in a supervisory capacity.

Equivalent to completion of the twelfth grade, supplemented by college level courses in administration of criminal justice, police science, public administration, business administration, or a related field.

## **SHERIFF PATROL COMMANDER - 4**

### **Licenses and Certificates:**

Possession of a Peace Officer Standards and Training P.O.S.T. Advanced Certificate. Complete and successfully pass a P.O.S.T. certified Management Course within one year of assignment.

### **Special Requirements:**

Must submit to and pass a psychological evaluation, medical examination and a background investigation, if not already a Plumas County Sheriff's Office employee as part of a conditional offer of employment for a background investigation.

Possession of a valid and current California Driver's license at that time of appointment and maintained throughout Plumas County 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.

**SHERIFF INVESTIGATIONS SERGEANT/CODE  
COMPLIANCE SUPERVISOR****DEFINITION**

Under general supervision, to provide supervision and training for the staff of the Sheriff Department Investigative Unit; to initiate and conduct investigations both criminal and civil cannabis; to collect and preserve evidence; to supervise evidence room; to assist the District Attorney's office with prosecution of criminal cases; to perform administrative duties; to conduct coroner's investigations; and to do related work as required.

This position is responsible for supervising and overseeing the cannabis enforcement throughout Plumas County. Supervise field investigations of potential violations of Plumas County's Cannabis Codes and related State and County Regulations. Oversee code regulations and ordinances, as associated with cannabis enforcement, investigations of complaints and the issuance of citations for cannabis code violations. Review and assist with the preparation of evidence for cannabis code compliance. The enforcement process includes preparing inspection warrants, property reports, notice of violations and preparation of abatement orders and warrants.

This position requires the ability to identify cannabis/marijuana plant species, investigative cannabis cultivations related to restrictions under State and local County codes, and identify potential hazardous cultivating materials and chemicals. Abatement procedures are conducted according to safe handling practices and procedures.

**DISTINGUISHING CHARACTERISTICS**

This is the supervisory level in the professional law enforcement Sheriff Investigator class series. In addition to supervisory responsibilities, an incumbent also performs specialized investigative work in the Sheriff's Department. They are subject to call-out 24 hours per day.

**REPORTS TO**

Patrol Commander

**CLASSIFICATION SUPERVISED**

**Sheriff Investigator**, Sheriff Investigator Intermediate, Sheriff Investigator Advanced, and Sheriff Investigator/Cannabis Code Compliance

**EXAMPLES OF DUTIES**

- Plans, organizes, and supervises the work of staff assigned to the Sheriff Department Investigative Unit, including cannabis code compliance according to State, Federal, and County regulations
- Provides training and work evaluations for assigned personnel.

**EXAMPLES OF DUTIES – Continued:**

- Ensures that investigative assignments are conducted in accordance with Department rules and regulations.
- Reviews documentation of violations identified and determine requirements for cannabis compliance
- Ensures affidavits and warrant service documentation are ready to secure and to serve
- Provides guidance on citation notices, orders and other legal documents as necessary
- Oversee the determination and initiate appropriate enforcement inclusive of abatement orders, non-compliance filings, and administrative citations
- Evaluate corrected violations for compliance with conditions of applicable cannabis regulations and codes
- Evaluate safety and reduce risks by wearing protective gear when in contact with marijuana plants to prevent allergic reactions, hypersensitivity and anaphylaxis to marijuana.
- Minimize exposure to outdoor growing operations with elevated levels of airborne mold spores, especially during plant removal activities.
- Ensures proper use of Department equipment.
- Plans, coordinates, and conducts assigned criminal investigations.
- Takes charge of crime scenes and directs other staff.
- Interviews witnesses and suspects, evaluating the importance of information received.
- Gathers evidence and takes statements in connection with suspected criminal activities.
- Prepares reports resulting from investigations.
- Substantiates findings of fact in court.
- Prepares and serves search/arrest warrants/affidavits and makes arrests.
- Investigates accidents.
- Assists and cooperates with other law enforcement agencies' investigations and arrests.
- May train other Department staff in investigative methods and techniques.
- Conducts surveillance.
- May have responsibility for witness protection and court security; supervises informants and undercover operatives.
- Operates a variety of investigative equipment.
- Investigates deaths, including homicide, suicide, accidental, unattended, questionable and natural.
- Investigates sexual assaults, child molestations, and elder abuse cases.
- Attends, documents, and evaluates autopsies.
- May be assigned to assist with fingerprinting or fingerprint classification work; takes pictures and makes sketches at crime scenes.
- Lifts latent prints and takes plaster casts at crime scenes.
- Searches files for information.
- May develop photographs.
- May function as an undercover officer to conduct in-depth investigations for the detection and prevention of the sale of narcotics and the arrest of drug offenders.
- Keeps firearms and other equipment in good working condition.
- May be assigned to conduct follow-up in-depth investigations for the District Attorney's Office.
- Identify plant species, particularly cannabis/marijuana for investigative purposes related to restrictions of cannabis in state and local County code
- Read and understand maps, drawings, legal descriptions, County code including that related to cannabis / marijuana cultivation

**EXAMPLES OF DUTIES – Continued:**

- Research and analyze building and land use permit records, County Assessor parcel maps, records of the County Recorder, vehicle and owner records of the State, legal references, technical references and he available records of the courts and law enforcement agencies for cannabis code enforcement
- Issue administrative citations as appropriate and necessary
- May request issuing of search warrants and criminal complaints,
- Develops and prepares detailed reports of unusual investigations.
- May make public speaking presentations at schools, fairs, official meetings, and service clubs, serving as Department spokesperson.
- May operate a marked patrol unit and cover an assigned area.

**TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods in one position; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing over 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; 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 office, courtroom, and outdoor environments; unusual exposure to life threatening situations; continuous contact with staff and the public.

**DESIRABLE QUALIFICATIONS**

**Knowledge of:**

- Modern law enforcement methods and procedures, including patrol, crime prevention, traffic control, and bailiff functions.
- Comprehensive knowledge of criminal investigation methods and techniques
- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Laws applicable to the apprehension, retention, and treatment of juveniles.
- Recent court decisions affecting arrest procedures and the handling of suspects and detained persons.
- The general geography and topography of Plumas County.
- Use and care of Department authorized firearms.
- First aid techniques.
- Principles of criminal identification and fingerprint classification.
- Principles of supervision, training, and work evaluation.

**Ability to:**

- Plan, organize, supervise, train, and evaluate the work of an assigned group or unit of employees.
- Plan, organize, coordinate, and conduct criminal investigations.
- Perform a wide variety of professional law enforcement work.
- Perform specialized law enforcement assignments.
- Understand and interpret the Code of Civil Procedures and Civil Processes.
- Carefully observe incidents and situations, accurately remembering names, faces, numbers, circumstances, and places.
- Secure information from witnesses and suspects.
- Make independent judgments and adopt quick, effective, and responsible courses of action during emergencies.
- Prepare clear and comprehensive reports.
- Meet standards of adequate physical stature, endurance and agility.
- Demonstrate technical and tactical proficiency in the use and care for firearms.
- Operate a motor vehicle under critical and unusual conditions.
- Effectively represent the Sheriff's Department in contacts with the public and other law enforcement agencies.
- Establish and maintain cooperative relationship with those contacted during the course of work.

**Training and Experience:**

In addition to the minimum requirements for a patrol sergeant, the applicant must meet these qualifications:

- Two (2) years of experience in professional law enforcement work comparable to that of a Sheriff Investigator in Plumas County.
- Completion of advanced educational training in criminology, criminal justice, and law enforcement is desirable.
- Possession of an Intermediate Certificate issued by the Commission on Peace Officer Standards and training (P.O.S.T.).
- Possession of First Aid and CPR certificates.

**Special Requirements:**

Currently at the rank of sergeant or on a valid sergeant promotional list from which a vacancy will be filled. (First to be considered are those who are currently at the rank of sergeant. If there is not a sergeant candidate to be considered, the valid sergeant promotional list will be used.)

Possession of a current and valid California Driver's license issued by the California Department of Motor Vehicles. The valid California License must be maintained throughout employment.



**PLUMAS COUNTY  
OFFICE OF TREASURER/TAX COLLECTOR  
MEMORANDUM**

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

**FROM:**

**MEETING DATE:** October 21, 2025

**SUBJECT:** Treasurer/Tax-Collector

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**Recommendation:**

**Background and Discussion:**

**Action:**

**Fiscal Impact:**

**Attachments:**

None



**PLUMAS COUNTY  
OFFICE OF TREASURER/TAX COLLECTOR  
MEMORANDUM**

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

**FROM:** Julie White, Treasurer/Tax Collector

**MEETING DATE:** October 21, 2025

**SUBJECT:** Authorize Indian Valley Recreation and Park District (IVPRD) to remove funds from the County Treasury Pool in the estimated amount of \$594,000, and approve a mutually acceptable date of withdrawal which will be October 23, 2025; discussion and possible action.

---

**Recommendation:**

Authorize Indian Valley Recreation and Park District (IVPRD) to remove funds from the County Treasury Pool in the estimated amount of \$594,000, and approve a mutually acceptable date of withdrawal which will be October 23, 2025; discussion and possible action.

**Background and Discussion:**

Government Code 27136 states that a district shall submit a withdrawal request to the County Treasurer who will evaluate the request to ensure withdrawal will not adversely affect the interests of the entire pool. The Treasurer received a letter requesting withdrawal and Resolution 2025-005 on July 1, 2025. The IVPRD has provided sufficient information to the County Treasurer indicating they are responsible for accepting the financial responsibilities of the district. The estimated amount of withdrawal is \$594,000.

**Action:**

Authorize Indian Valley Recreation and Park District (IVPRD) to remove funds from the County Treasury Pool in the estimated amount of \$594,000, and approve a mutually acceptable date of withdrawal which will be October 23, 2025; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. IVPRD BOS BACKUP 10 21 2025 \_ Redacted

**REMOVING FUNDS FROM THE COUNTY TREASURY**  
**G.C. 61053(a)**

**Memo of Intent to Withdraw:**

- Inform Auditor/Treasurer that District wishes to remove funds from County Treasury & that District Resolution will follow with mutual date of withdrawal determined by both Boards **\*\*Resolution 2025-005, Letter 7/1/2025 & 9/24/2025 Amended Letter**
- State how funds should be transferred (warrant – provide address, wire – provide bank name, routing & account number and district will pay wire fees) **\*\*Wire Transfer, Plumas Bank, Approximate amount \$594,000**
- State that District is aware that they are responsible for all State reporting and for all following all applicable code that governs Special Districts **\*\*Complete**
- State that District is aware that upon effective date the District assumes all responsibility for any outstanding expenditures (even if claim or request was submitted to Auditor prior to effective date). **\*\*Complete, Likes Accounting Company**
- State the District is aware of the auditing requirements pursuant to Government Code 26909 & Plumas County Resolution 98-6207. **\*\*Complete, Likes Accounting Company**

**Resolution from District Board (G.C. 61053(c) :**

- State that District wishes to remove funds from County Treasury **\*\*Letter of July 1, 2025 & 9/24/2025 Amended Letter**
- Effective Date – determined by Board of Supervisors and District Directors(G.C. 61053 (d) **\*\*October 23, 2025**
- Name of Appointed Treasurer-Finance Officer, (G.C. 61053(b)) **\*\*Kaley Bentz**
- Name of designated depository a bank **\*\*Plumas Bank**
- State that District is properly bonded for fiscal employees **\*\*Special District Risk Management Authority**

**Criteria for considering withdrawal (27133 (H):**

- County Treasurer to assess whether the removal of funds would affect stability and predictability of other investments and investors **\*\*OK, .002865**

Signature of Approval of County Auditor/Controller: \_\_\_\_\_

Signature of Approval of County Treasurer: Juli A White 10/15/25

Reason for not approving at this time: \_\_\_\_\_

Date Funds will be available for transfer: 10/23/25

June 1, 2024

Julie White

Plumas County Treasurer - Tax Collector  
P.O. Box 176  
Quincy, CA. 95971

Subject: Indian Valley Parks and Recreation District (IVPRD) Request to Remove Our Funds from the Plumas County Treasury.

Dear Ms. White,

This letter is a request by the Indian Valley Parks and Recreation District (IVPRD) desire to remove our funds from the County and oversee our finances as the Board already does along with all other functions of the IVPRD's business.

The IVPRD has been reformed over the last year and now intends to provide banking, accounting, and legal counsel beginning in July 2025. Having a duplicate system of financial functions is not efficient or cost effective. It has also been extremely cumbersome trying to go back and forth to Quincy to make deposits and place claims.

We are well prepared to take over our finances. The IVPRD is aware of all State reporting requirements for Special Districts, the responsibility of outstanding expenditures after withdrawal and special district auditing requirements. IVPRD has acquired Jennifer McQuarrie as their legal counsel and will provide IVPRD Board Directors on such issues as well as training on the Brown Act. IVPRD belongs to the California Special Districts Association and the Golden State Risk Management Authority who provide training and Insurance to the IVPRD.

The IVPRD has also detailed a plan for controlling the disbursement of funds and proper oversight to ensure minimal risk to the IVPRD. All checks will require dual signature from 1 of 3 of the board members and the treasurer. IVPRD has hired Likes Accounting Company located in Davis, CA to setup QuickBooks and training for staff. This firm will also reconcile our bank statements and provide oversight for the IVPRD as well as doing payroll and providing yearly audits. The Board currently meets monthly and is providing a written and verbal report on finances and this will continue once the funds are transferred to us.

The IVPRD wishes to thank the County for your support during this transition. Please let us know if there is anything further you require in order to proceed. Once you are ready to get approval from the County Supervisors, we will provide you our account # and coding with Plumas Bank so that funds can be wired to us.

We look forward to working with you if you have any further questions don't hesitate to contact me via email; [weber.susan@me.com](mailto:weber.susan@me.com) and/or (530)-258-6634

Thank you,

Sue Weber  
Board President  
Indian Valley Parks and Recreation District

Per IVP RD, this letter should have been dated September 24, 2025, the date it was emailed to Treasurer.

✓

**RESOLUTION NO. 2025-005**

**A RESOLUTION OF THE INDIAN VALLEY PARKS AND RECREATION DISTRICT  
(IVPRD) CONFIRMING REMOVAL OF DISTRICT FUNDS FROM THE PLUMAS COUNTY  
TREASURY**

**WHEREAS**, the Indian Valley Parks and Recreation District "District" is a government agency organized and granted a Certificate of Existence by the State of California in 1966 and

**WHEREAS**, California Government Code, Section 61053 provides that the District's Board of Directors, may, by resolution, establish an alternative depositary other than the County Treasury for its funds; and

**WHEREAS**, the Board of Directors now desires to remove 100% of its funds from the Plumas County Treasury at the soonest possible date following receipt of this Resolution. We request that the Treasurer electronically transfer the funds to Plumas Bank Checking account  
[REDACTED]

**WHEREAS**, the Board of Directors has appointed Kaley Bentz as the Treasurer of the District. The District will follow a system of accounting and auditing that shall completely and at all times show the District's financial condition; and

**WHEREAS**, the Board of Directors will require two signatures on all withdrawals and checks issued by the District. The Treasurer and one Board member will be required to sign, if the Treasurer is not available then two Board members will sign. Three of the five Board members including the Treasurer will be authorized signatories with Plumas Bank; and

**WHEREAS**, the Board of Directors is properly bonded and insured by Golden State - in the amount of \$1,000,000.00. (1 million)

**NOW THEREFORE, BE IT RESOLVED** by the Board of the Indian Valley Parks and Recreation District that:

1. The above recitals are true and correct.
2. The Board of Directors of the Indian Valley Parks and Recreation District hereby requests the removal of 100% of its funds held by the Plumas County Treasury Budget.

**PASSED, APPROVED AND ADOPTED**, by the Board of Directors of the Indian Valley Parks and Recreation District, Plumas County, State of California, this day of January 9, 2025 by the following vote:

Ayes: 5

Noes: 0

Absent: 0

## Agreement between

### Likes Accounting Company

Rebekah Fritch  
rebekah@likesaccounting.com

### Indian Valley Recreation and Park District

Susan Weber  
weber.susan@me.com

This agreement was digitally signed by:

*Susan Weber* on 9/8/2025, 5:26 PM EDT (IP: 205.155.218.2)

## Services Provided

### Full Bookkeeping, Extra-Small Businesses (Previous Month)

~~\$325~~ **\$700** \$375 off

#### Service details

Monthly Bookkeeping activities and financial planning & analysis tools for you to have accurate and complete financial data that is up to date and you understand.

- Annual Financial Goal Setting
- Custom Monthly Budget with automations showing you budgeted to actuals
- Breakeven Point Analysis
- Forecast of financial trends
- Training of in house staff member on best practices for A/P and A/R ideal workflows (as requested)
- Help with development of internal financial best practices (as requested)
- Paperless receipt/document setup and training (as requested)
- Management of Chart of Accounts (to keep visibility into grant tracking)
- Categorizations of your transactions in the bank feed (keeping your books up to date)
- Management of Banking Rules & other automations (setting you up for consistent success if you ever want to bring your bookkeeping in house)
- Monthly reconciliation of bank and credit card statements (ensuring your books are accurate with no duplicates or omissions)
- Monthly reports for management use only (delivered via loom by the 20th of the month so that you're sure to engage with them and understand)
- Unlimited troubleshooting & email support for in-house staff re: QBO
- Annual 1099 preparation
- Visualizations of QB data
- Monthly bookkeeping charges begin on **October 1**, covering your first month of regular bookkeeping work which is **September**. **September's** work will be completed after the setup is complete (typically 4-6 weeks after onboarding).

#### Billing

- Billing is done upfront on the 1st of each month
- Price increases by 10% every year starting on September 8, 2026

## Quickbooks Online Company Setup File

\$500 off

**\$1,000 \$1,500**

### **Service details**

Set up of Quickbooks Online file

Includes:

- \* Customizing Company File
- \* Customizing Chart of Accounts based on Previous Year Tax Return & Bookkeeping
- \* Connecting Bank Feeds
- \* Syncing Payroll Program to QBO
- \* Creating Categorization Rules & Automations for Future Transactions
- \* Setup of Balance Sheet with Appropriate Opening Balances
- \* Tie Out of Previous Period to Tax Return
- \* Reconciliation of cash & credit card accounts to Previous Period
- \* Review of previous period bookkeeping
- \*Gusto Setup

### **Billing**

- Billing is done once on proposal acceptance

## **Agreement Terms**

### **Effective date of agreement**

September 8, 2025

### **Payment terms**

Payment is due upon receipt of invoice and is processed automatically

### **Credit card fees**

Paid by Indian Valley Recreation and Park District

### **Amendments**

Updates to this agreement will be sent via email and automatically approved after 10 days unless approved earlier or if auto-approval is disabled.

### **Out of scope charges**

Charges outside the scope of this agreement will be sent via email and automatically approved after 10 days unless approved earlier or if auto-approval is disabled.

# Special District Risk Management Authority



## Policy Lines of Coverage for Program Year 2025-26

### Indian Valley Recreation and Park District

Line of Coverage	Item Count	Total Insured Value (TIV)	Deductible	Limit
<b>Property</b>	2	\$440,289		
Property			\$1,000	\$1,250,000,000
Boiler & Machinery			\$1,000	\$200,000,000
Flood (excluding A and V)			\$500,000	\$10,000,000
Flood (A and V)			\$500,000	\$10,000,000
Pollution			\$250,000	\$2,000,000
Cyber			\$50,000	\$2,000,000
Catastrophic Loss			\$500,000	\$1,250,000,000
<b>General Liability</b>				
Bodily Injury			\$0	\$2,500,000
Property Damage			\$500	\$2,500,000
Public Officials Personal			\$500	\$500,000
Employment Benefits			\$0	\$2,500,000
Employee/Public Officials E & O			\$0	\$2,500,000
Employment Practices Liability			\$0	\$2,500,000
Employee/Public Officials Dishonesty (Crime)			\$15,000*	\$1,000,000
<b>Auto Liability (includes non-owned auto)</b>				
Auto Bodily Injury			\$0	\$2,500,000
Auto Property Damage			\$1,000	\$2,500,000
Non-Owned Auto Bodily Injury			\$0	\$2,500,000
Non-Owned Auto Property Damage			\$1,000	\$2,500,000
Uninsured Motorist			\$0	\$1,000,000

\* Special Deductibles/Limits



**PLUMAS COUNTY  
LIBRARY DEPARTMENT  
MEMORANDUM**

---

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

**FROM:** Dora Mitchell, Librarian

**MEETING DATE:** October 21, 2025

**SUBJECT:** Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the grant funding agreement number CLLS 25-60; (General Fund Impact) as approved in FY25/26 adopted budget (20675 / 44292); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

---

**Recommendation:**

Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the grant funding agreement number CLLS 25-60; (General Fund Impact) as approved in FY25/26 adopted budget (20675 / 44292); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Background and Discussion:**

The California State Library provides funding through the California Library Literacy Services (CLLS) program to help libraries conduct literacy services for their communities. This funding is specifically for adult and family literacy needs and covers subjects such as basic reading and writing skills, computer literacy, financial literacy, GED prep, basic math comprehension, dyslexia remediation, and other related topics.

The grant partially pays for salaries, supplies, and materials for specific programs run by the Plumas County Literacy Department. These expenses would otherwise be paid from the County's General Fund.

**Action:**

Adopt **RESOLUTION** to authorize the Plumas County Librarian to execute the grant funding agreement number CLLS 25-60; (General Fund Impact) as approved in FY25/26 adopted budget (20675 / 44292); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Fiscal Impact:**

(General Fund Impact) as approved in FY 25/26 adopted budget.

**Attachments:**

1. Resolution - CLLS grant 25-26 Final
2. CLLS-25-60\_Plumas\_County\_Library\_Literacy\_Ser

**PLUMAS COUNTY LIBRARY  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE THE PLUMAS COUNTY LIBRARIAN TO EXECUTE  
THE GRANT FUNDING AGREEMENT NUMBER CLLS 25-60**

**WHEREAS**, the Plumas County Library has been selected to receive grant monies in the amount of \$35,000 through the California State Library and the California Library Literacy Services under Award Agreement number CLLS 25-60. The period covered under this Award Agreement is July 1, 2025 to June 30, 2026; and

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

**WHEREAS**, the Plumas County Board of Supervisors wishes to delegate authorization to execute this agreement and receive and expend funds regarding these grant monies;

**NOW THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. The Board of Supervisors hereby approves and ratifies the agreement between the Plumas County Library and the California State Library, effective as of July 1, 2025.
2. The County Librarian is authorized to execute this Grant Agreement and receive and expend funds under Agreement number CLLS 25-60 and any amendments thereto, subject to any Plumas County purchasing policies and approval of form by County Counsel.

**APPROVED AND PASSED** this \_\_\_\_\_ by the Plumas County Board of Supervisors:

AYES:

NOES:

ABSENT:

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Kevin Goss, Chair  
Plumas County Board of Supervisors

ATTEST:

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Allen Hiskey  
Clerk of the Board of Supervisors

Approved as to form:  
  
Stephen Schofield, Deputy County Counsel



16 September 2025

Dora Mitchell  
Plumas County Library  
445 Jackson Street  
Quincy, CA 95971

Dear Dora Mitchell,

We are pleased to provide funds to support your California Library Literacy Services program and the important work that you, your staff, and your volunteers do in your community.

Your total award amount for the 2025-2026 fiscal year beginning July 1, 2025, is:

- Adult Literacy and Family Literacy Services: \$35,000
- **Total Award: \$35,000**

CLLS programs with Family Literacy Services will receive one award total, referred to as a "block grant," for the 2025-2026 project period. Your library is responsible for allocating award funds between Adult Literacy Services and Family Literacy Services to respond to community needs and for adhering to the following requirements:

- **At least 51 percent** of the block grant award must be allocated to Adult Literacy Services.
- **At least 26 percent** of the block grant award must be allocated to Family Literacy Services.
- Programs who requested a fixed award for Family Literacy Services may adjust their request by +/- 25 percent. Contact your state team for support.

The block grant model does not apply to English as a Second Language Services funds for the 2025-2026 project period.

Your award will be claimed in two stages. The claim form included in this award packet will allow you to request the first 90% of your total award:

- **Total Initial Award Amount: \$31,500**

Information about claiming the rest of your award is included in the payment schedule at the end of your award packet.

You must encumber your funds by June 30, 2026. You must fully expend funds by September 30, 2026, or by the final report due date, in accordance with your approved

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P.O. Box 942837  
Sacramento, CA 94237-0001

916-323-9759  
[csl-adm@library.ca.gov](mailto:csl-adm@library.ca.gov)  
[www.library.ca.gov](http://www.library.ca.gov)



budget on file with the State Library. Encumbered funds are those that have been deposited in the grantee's accounting system and for which a budget has been provided to and approved by the State Library.

Review the [California Library Literacy Services Allowable and Unallowable Expenses](#) guidelines to ensure project expenditures are consistent with the California Library Literacy Services allowable expenses. If you have questions about expenses or expending award funds, contact Allyson Jeffredo at [CLLS@library.ca.gov](mailto:CLLS@library.ca.gov).

We strongly encourage your program staff to develop and maintain community partners to strengthen your program, attend regular regional library literacy network meetings, participate in your local Adult Education Consortium/a, and participate in library literacy training opportunities offered by the regional networks and the State Library to meet the [California Library Literacy Services Mission, Values, and Program Essentials](#). Additional California Library Literacy Services resources can be found on the [California Library Literacy Services website](#).

The payment process begins when we receive your completed and signed claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance included in this packet. All forms should be completed and signed through Docusign to be processed for payment.

Our library literacy staff are available to assist you throughout the year. Contact your Program Consultant Lisa Lindsay and your Grant Monitor Allyson Jeffredo at [CLLS@library.ca.gov](mailto:CLLS@library.ca.gov) with any questions.

Thank you for your willingness to do so much for those in your community. Best wishes for a successful year.

Respectfully yours,

A handwritten signature in black ink, enclosed in a blue rectangular box. The signature appears to read "L Lucas".  
BDA50981C41C416...

Greg Lucas  
California State Librarian

10/9/2025

Cc: Lisa Lindsay, [lisa.lindsay@library.ca.gov](mailto:lisa.lindsay@library.ca.gov)  
Allyson Jeffredo, [allyson.jeffredo@library.ca.gov](mailto:allyson.jeffredo@library.ca.gov)  
State Library Fiscal Office, [stategrants.fiscal@library.ca.gov](mailto:stategrants.fiscal@library.ca.gov)

Enc: Re: CLLS25-60: Claim form, certification form, and State Funded Grants Award Agreement and Certificate of Compliance

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Sacramento, CA 94237-0001

916-323-9759  
[csl-adm@library.ca.gov](mailto:csl-adm@library.ca.gov)  
[www.library.ca.gov](http://www.library.ca.gov)



## THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	CLLS25-60
Library/Organization:	Plumas County Library
Project Title:	California Library Literacy Services
Award Amount:	\$35,000
Start Date:	July 1, 2025
End Date:	September 30, 2026

NOTE: It can take six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, contact your grant monitor.

## GRANT AWARD INFORMATION

You can access your full grant award information and manage your grant through the grant management system, [AmpliFund](#).

NOTE: You are required to submit a budget amendment for all budget changes regardless of amount. Amendments may be submitted throughout the year but no later than May 31 of the project period.

## REPORTING

California Library Literacy Services participants are required to provide financial and narrative reports as outlined in the grant terms and conditions. The reporting schedule is detailed below:

Mid-Year Report	Due January 31, 2026
Final Report	Due September 30, 2026

Reports will be submitted through the [AmpliFund](#) grant management system. You can find support documents on the California State Library's [Manage Your Current Grant](#) page.

## PAYMENTS

Libraries receive 90% of their total award amount upon receipt of the award letter.

Libraries receive the final 10% payment of their total award after successful completion of the California Library Literacy Services Mid-Year Report form.

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P.O. Box 942837  
Sacramento, CA 94237-0001

916-323-9759  
csl-admin@library.ca.gov  
www.library.ca.gov

NOTE: Libraries have 15 months to spend their California Library Literacy Services award funds, from July 1, 2025, in which the funds are awarded until September 30 of the following year or when the final report is due.

## **CONTACT**

We want your project to be successful. Please work with your grant monitor and program consultant to implement your project:

Grant Monitor:	Allyson Jeffredo
Monitor Phone Number:	916-603-6709
Monitor Email Address:	allyson.jeffredo@library.ca.gov
Program Consultant:	Lisa Lindsay
Consultant Phone Number:	916-603-6708
Consultant Email Address:	lisa.lindsay@library.ca.gov

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**STATE-FUNDED GRANTS**  
**AWARD AGREEMENT AND**  
**CERTIFICATE OF COMPLIANCE**



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## PROJECT SUMMARY

### **AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Plumas County Library for the California Library Literacy Services project.**

#### **AWARD AGREEMENT NUMBER CLLS25-60**

This Award Agreement ("Agreement") is entered into on July 1, 2025, by and between the California State Library ("State Library") and Plumas County Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded California Library Literacy Services project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$35,000 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



## PROCEDURES and REQUIREMENTS

### A. Term of the Agreement

The Grant term begins July 1, 2025, and ends June 30, 2026. The project's final expenditure date is September 30, 2026. If completion of the project occurs prior to the end of the grant period, this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on June 30, 2026, and all eligible program costs must be incurred by this date.

### B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the California Library Literacy Services project.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
  - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
  - Make financial records available to the State Library upon request.
  - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
  - Prepare and submit required narrative and financial reports.
  - Procure equipment, and other supplies as needed for the project.
  - Issue contracts for services, personnel, and consultants as needed for the project.
  - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
  - Oversee the implementation of project activities.

### C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The

Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

## D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
July 1 - December 31	Mid-Year Report Due	January 31, 2026
July 1 - June 30	Final Report Due	September 30, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.
5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deemed necessary by the State Library to monitor compliance and/or perform program

evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

## **E. Claim Form and Payment**

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.
5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

### **7. Prompt Payment Clause**

The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

**8. Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.

In Process



## EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the California Library Literacy Services project.
  - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
  - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

*"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."*

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

*"Funding provided by the State of California."*

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
- d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
- e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

**In Process**

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

**Plumas County Library**  
**Dora Mitchell**  
**445 Jackson Street**  
**Quincy, CA 95971**  
**[DoraMitchell@countyofplumas.co](mailto:DoraMitchell@countyofplumas.co)**  
**m**

**California State Library**  
**Allyson Jeffredo**  
**900 N Street**  
**Sacramento, CA 95814**  
**[Allyson.jeffredo@library.ca.gov](mailto:Allyson.jeffredo@library.ca.gov)**  
**916-603-6709**

10. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
11. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
12. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
13. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
14. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final.

Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

15. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The Grantee's policy of maintaining a drug-free workplace;
  - 3) Any available counseling, rehabilitation and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Require that every employee who works on the Agreement will:
  - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
  - 2) Agrees to abide by the terms of the Grantee's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

16. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.

17. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

18. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.

19. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are

determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

20. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
21. Failure to Perform: The grant being utilized by the Grantee is to benefit the California Library Literacy Services project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
22. Federal and State Taxes: The State Library shall not:
  - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
  - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
  - c. Withhold Federal or State income taxes from Grantee's paymentsGrantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
23. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
24. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

25. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
26. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
27. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and, in a manner, consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
28. Grantee: the government or legal entity to which a grant is awarded, and which is accountable to the California State Library for the use of the funds provided.
  - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
29. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
30. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
31. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations and complete the Project. The State Library shall not provide

any personnel or other resources beyond the grant award and is not required to provide training in connection with this Agreement.

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

33. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

34. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$35,000 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

35. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

36. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate,

harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

37. **Notices:** All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System:** When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

38. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

39. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.

- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (see Exhibit C or contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

40. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

41. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

42. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

43. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, et. seq.

44. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

45. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at Government Code, sections 6250, et. seq. This includes the Interim and Final reports, and any other written communications between the parties. Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.
46. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
47. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
48. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
49. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.

50. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
  - o \$31,500 upon execution of the agreement and submission of claim by the grantee organization.
  - o A second payment will be made after the submission and approval of the first reports and receipt of claim form in the amount of \$3,500.

51. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

52. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

53. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.
54. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
55. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
56. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement. Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
57. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with

that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

58. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
59. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



## EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

1. **AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
2. I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
3. I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
4. The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
5. The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount \$35,000. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
6. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
7. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

**8. CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code § 10410):**

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code § 10411):**

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420).

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

**9. LABOR CODE/WORKERS' COMPENSATION:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

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

**11. RESOLUTION:** For awards totaling \$350,000 or more, a county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**12. PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Grantees that are not another state agency or other governmental entity.

**13. DRUG FREE WORKPLACE:**

a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

**14. ACCESSIBILITY:** The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

**15. NON-DISCRIMINATION:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

**16. ACKNOWLEDGEMENT:** The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

In Process



## EXHIBIT C: CALIFORNIA LIBRARY LITERACY SERVICES GUIDELINES

1. California Library Literacy Services programs shall comply with the requirements in [Sections 18880-18883](#) of the California Education Code.
2. California Library Literacy Services programs shall train and recruit volunteers to serve as tutors. Volunteer tutors are the primary instructors for the program.
3. California Library Literacy Services programs shall seek local government and community resources and develop cooperative relations with other local literacy services providers.
4. California Library Literacy Services programs will provide a base level of local and private fiscal support to be established by the California State Library.
5. In response to an expressed and recognized need from the field for specific program requirements, the California State Library and related stakeholders created a framework and program essentials. The framework and essentials describe what constitutes an effective program:
  - a. California Library Literacy Services programs must use the [Roles and Goals framework](#) to implement and evaluate their literacy services.
  - b. California Library Literacy Services programs' staff must attend their regional Library Literacy Network Meetings.
  - c. Tutor training for volunteers should include, at a minimum, a program orientation, tutoring basics, and instruction on learner-driven services.
  - d. California Library Literacy Services programs must align with the following [program values](#):
    - i. California Library Literacy Services is library based;
    - ii. California Library Literacy Services is a core library service;
    - iii. California Library Literacy Services is learner-driven;
    - iv. California Library Literacy Services is community-focused;
    - v. California Library Literacy Services is volunteer-supported;
    - vi. California Library Literacy Services staff is professionally engaged; and
    - vii. California Library Literacy Services supports families.
6. California Library Literacy Services Family Literacy programs (if applicable) shall provide services to prevent illiteracy through coordinated literacy and preliteracy services to families. Recruitment of parents not previously

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included in public library literacy programs is a high priority. Family Literacy programs are implemented and evaluated using the [Family Literacy Evaluation Framework](#).

## Certification

ORGANIZATION	
<b>Name:</b>	<b>Address</b> (official and complete):
PROJECT COORDINATOR	
<b>Name:</b>	
<b>Email:</b>	<b>Phone:</b>
GRANTEE AUTHORIZED REPRESENTATIVE	
<b>Name:</b> Dora Mitchell	<b>Title:</b>
<b>Email:</b> doramitchell@countyofplumas.com	<b>Phone:</b>
<b>Signature:</b>	<b>Date:</b>

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### Authorized Representative Signature

ORGANIZATION	
Name:	Address (official and complete):
AUTHORIZED REPRESENTATIVE	
Signature:	Date:
Printed Name of Person Signing: Dora Mitchell	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature:  <small>Signed by: BDA50991C41C416</small>	Date: 10/9/2025
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



15 September 2025

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, 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 contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman  
California State Library  
900 N Street  
Sacramento, CA 95814



**CA LIBRARY LITERACY AND ENGLISH ACQUISITION SERVICES  
FINANCIAL CLAIM  
1<sup>st</sup> PAYMENT**

<b>Grant Award #:</b>	CLLS-25-60	<b>Date:</b>	
<b>Invoice #:</b>	CLLS-25-60-01	<b>PO #:</b>	
<b>Payee Name:</b>	Plumas County Library (Legal name of authorized agency to receive, disburse and account for funds*)		
<b>Complete Address:</b>		Street Address, City, State, Zip Code (Warrant will be mailed to this address)	
<b>Amount Claimed:</b>	\$31,500 (Payable Upon Execution of Agreement)	<b>Type of Payment:</b>	<input checked="" type="checkbox"/> PROGRESS
<b>Grantee Name:</b>	Plumas County Library (Name on Award Letter and Agreement)	<input type="checkbox"/> FINAL	<input type="checkbox"/> IN FULL
<b>Project Title:</b>	California Library Literacy Services	<input type="checkbox"/> AUGMENT	

**For Period From: upon execution to end of grant period**

**CERTIFICATION**

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Dora Mitchell

(Print Name)

(Title)

\*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at [stategrants.fiscal@library.ca.gov](mailto:stategrants.fiscal@library.ca.gov).

**State of California, State Library Fiscal Office**

ENY: 2025  
PURCHASING AUTHORITY NUMBER: CSL-6120  
COA: 5432000  
FAIN: LS or N/A

ITEM NO: 6120-213-0001, Chapter 4, Statutes of 2025  
REPORTING STRUCTURE: 61202000  
PROGRAM #: 5312

By

Date

(State Library Representative)

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)

**Section 1 – Payee Information**

**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)

**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

**CITY, STATE, ZIP CODE**

**E-MAIL ADDRESS**

**Section 2 – Entity Type**

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

**SOLE PROPRIETOR / INDIVIDUAL**  
 **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*  
 **PARTNERSHIP**  
 **ESTATE OR TRUST**

**CORPORATION** (see instructions on page 2)  
 **MEDICAL** (e.g., dentistry, chiropractic, etc.)  
 **LEGAL** (e.g., attorney services)  
 **EXEMPT** (e.g., nonprofit)  
 **ALL OTHERS**

**Section 3 – Tax Identification Number**

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

— — — - — — - — — — —

**OR**

**Federal Employer Identification Number (FEIN)**

— — - — — — — — — —

**Section 4 – Payee Residency Status** (See instructions)

**CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

**CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California  
 Copy of Franchise Tax Board waiver of state withholding is attached.

**Section 5 – Certification**

*I hereby certify under penalty of perjury that the information provided on this document is true and correct.  
Should my residency status change, I will promptly notify the state agency below.*

**NAME OF AUTHORIZED PAYEE REPRESENTATIVE** **TITLE** **E-MAIL ADDRESS**

**SIGNATURE** **DATE** **TELEPHONE** (include area code)

**Section 6 – Paying State Agency**

Please return completed form to:

**STATE AGENCY/DEPARTMENT OFFICE**

Ca. State Library

**UNIT/SECTION**

Admin/Accounting

**MAILING ADDRESS**  
900 N Street

**FAX**

**TELEPHONE** (include area code)  
916-603-7157

**CITY**  
Sacramento

**STATE**  
CA

**ZIP CODE**  
95814

**E-MAIL ADDRESS**  
accounting@library.ca.gov

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)  
STD 204 (Rev. 03/2021)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status****Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)  
For hearing impaired with TDD, call: 1-800-822-6268      Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



**PLUMAS COUNTY**  
**HUMAN RESOURCES DEPARTMENT**  
**MEMORANDUM**

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

**FROM:** Sara James, Deputy County Counsel III/Interim Human Resources Director

**MEETING DATE:** October 21, 2025

**SUBJECT:** Adopt **RESOLUTION** appointing Joshua Mizrahi as the Plumas County Director of Human Resources, effective October 27, 2025, and adopting the salary, benefits, and terms and conditions of said position.; General Fund Impact, as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

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**Recommendation:**

Adopt **RESOLUTION** appointing Joshua Mizrahi as the Plumas County Director of Human Resources, effective October 27, 2025, and adopting the salary, benefits, and terms and conditions of said position.; General Fund Impact, as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

**Background and Discussion:**

The Human Resources Director position came vacant, and Joshua Mizrahi meets the qualifications to be the County Human Resources Director.

**Action:**

Adopt **RESOLUTION** appointing Joshua Mizrahi as the Plumas County Director of Human Resources, effective October 27, 2025, and adopting the salary, benefits, and terms and conditions of said position.; General Fund Impact, as approved in the FY 25/26 adopted budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

**Fiscal Impact:**

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

**Attachments:**

1. HR Director REsolution 2025 FINAL

**RESOLUTION NO. 2025 -** \_\_\_\_\_

**RESOLUTION APPOINTING JOSHUA MIZRAHI THE PLUMAS COUNTY DIRECTOR  
OF HUMAN RESOURCES AND ADOPTING THE SALARY, BENEFITS AND TERMS  
AND CONDITIONS FORSAID POSITION**

**WHEREAS** the Human Resource Director position is an allocated at-will position with Plumas County; and

**WHEREAS**, under the Plumas County Code, Section 2, Chapter 5, Article 3 – Salaries: Nonelected Officials, “Nonelected officials of the County whose positions are not included in the County's classification and salary plan for the classified service, shall have salaries as are prescribed from time to time by resolution of the Board of Supervisors, and such other compensatory benefits as are set forth in the personnel rules of the County, and in contracts of employment, and in provisions of State law. All resolutions enacted pursuant to this section shall be on file in the office of the County Clerk; and

**WHEREAS**, on March 25, 2025, the Human Resource Director position became vacant; and

**WHEREAS** Joshua Mizrahi meets the qualifications to be the County Human Resource Director; and

**WHEREAS** resolution 2025-9053, sets forth the salary schedule for the County Human Resource Director position; and

**WHEREAS** the Board of Supervisors desires to hire Joshua Mizrahi at Step II of the salary schedule for the County Human Resource Director position, the yearly salary of One Hundred Nine Thousand Two Hundred 00/100 Dollars (\$109,200.00) for a 2080 hour year, based on \$52.50 an hour; and

**WHEREAS** the Terms and Conditions and Benefits are set forth in the County's Personnel Rules with a summary and amendments in Exhibit A, attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that

- (1)** The Board of Supervisors, County of Plumas State of California does hereby appoint Joshua Mizrahi, as the Plumas County HR Director, effective October 27, 2025.
- (2)** Joshua Mizrahi shall be paid at a salary rate of One Hundred Nine Thousand Two Hundred 00/100 Dollars (\$109,200.00) per year, assuming a 2080 hour year, or \$52.50 hourly rate, which is Step Two (2) of the pay schedule adopted by the Plumas County Board of Supervisors, per Resolution 2025-9053, and does not include longevity. Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Board of Supervisors Department.
- (3)** The Benefits and Terms and Conditions for the Human Resource Director position,

attached hereto as Exhibit A, are adopted.

**ADOPTED** by the Board of Supervisors of the County of Plumas on the 21<sup>st</sup> day of October 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

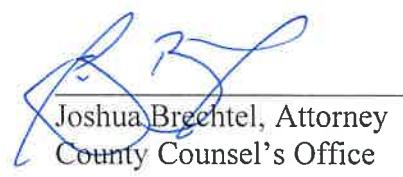
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KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

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ALLEN HISKEY, CLERK OF THE BOARD

Approved as to form:



Joshua Brechtel, Attorney  
County Counsel's Office

## **Exhibit A**

### **A. Benefits**

Except as otherwise provided in this Resolution the Human Resource Director (“Director”) shall be entitled to receive the same benefits package as is received by the County’s appointed department heads under the Plumas County Personnel Rules and other county policies.

1. Director shall be considered a full-time, FLSA-exempt employee, paid on a bi-weekly basis, in the same manner as other appointed department heads.
2. Sick leave accrual: (based on 15 days per year/no limit on accrual).
3. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 - 7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
4. CalPERS retirement: 2% at 62 if a PEPRA member.
5. Eighty (80) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
6. Holidays: Fourteen (14) paid holidays per year as listed in the County personnel rules.
7. Bereavement Leave: Five (5) days per incident for defined family members.
8. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.
  - a. Longevity increases will compound, increasing five percent from the previous earned wage, at each longevity step.
9. COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.
10. Upon separation from County employment, Director shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the Director may, at their sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between Director and COUNTY and shall be the end of the 60-day notice period specified in section 3 of this Agreement.
11. Insurance – Health Insurance will be provided consistent with section 21.02 of the Personnel Rules.

## **B. Terms and Conditions**

1. The Board of Supervisors shall conduct an annual performance evaluation of the Director at which time modifications of the terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law. If Director is an existing employee at the time of appointment the first performance evaluation will be completed at six months, consistent with Personnel Rule 6.07.
2. Director shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures.
3. Director will report directly to the County Board of Supervisors or the County Administrative Officer, however, the Board of Supervisors is the Appointing Authority.
4. This Resolution supersedes any prior agreements, promises or commitments.
5. Director may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.
6. Director is an at-will employee. COUNTY may terminate Director's employment at any time, with or without cause, upon sixty (60) days prior written notice. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 60-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to Director.
7. Director is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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

**FROM:** Tracey Ferguson, Director of Planning

**MEETING DATE:** October 21, 2025

**SUBJECT:** Receive and discuss Judicial Council of California's Notice of Preparation (NOP) to prepare an Environmental Impact Report (EIR) compliant with the California Environmental Quality Act (CEQA) for the proposed New Quincy Courthouse and Public Scoping Meeting Scheduled for October 23, 2025, from 6:00PM to 7:00PM at the Plumas County Fairgrounds, Mineral Building, 204 Fairgrounds Road, Quincy, informational only.

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**Recommendation:**

Receive information pertaining to the Judicial Council of California's Notice of Preparation (NOP) to prepare an Environmental Impact Report (EIR) compliant with the California Environmental Quality Act (CEQA) for the proposed New Quincy Courthouse and scheduled Public Scoping Meeting on for October 23, 2025, from 6:00PM to 7:00PM at the Plumas County Fairgrounds, Mineral Building, 204 Fairgrounds Road, Quincy.

**Background and Discussion:**

Pursuant to the California Environmental Quality Act (CEQA), the Judicial Council of California is required to analyze the potential environmental impacts of each of its proposed projects. California's environmental review process under CEQA provides an opportunity for interested parties, government agencies, California Native American Tribes, environmental non-governmental organizations, and members of the public to participate in the CEQA process.

The Judicial Council of California is the lead agency and will prepare an Environmental Impact Report (EIR) compliant with CEQA for the proposed New Quincy Courthouse. The Judicial Council has prepared a Notice of Preparation (NOP) to provide an opportunity to comment on the scope and proposed content of the EIR. The NOP is attached to this staff report and provides the Project location, a brief Project description, and a summary of the potential environmental impacts of the proposed and may also be viewed from the Judicial Council project website at: <https://courts.ca.gov/facilities/plumas-county-new-quincy-courthouse>.

The Judicial Council will host a Public Scoping Meeting to gather additional input on the content and focus of the environmental analysis to be conducted and presented in the EIR.

The date, time, and location of the scoping meeting is:

Date – October 23, 2025

Time – 6PM to 7PM

Location – Plumas County Fairgrounds, Mineral Building, 204 Fairgrounds Road, Quincy, CA 93433

Public comment can be mailed or emailed to the following contact no later than November 14, 2025:

Alex Cervantes, Senior Facilities Analyst

Judicial Council of California, Facilities Services

2860 Gateway Oaks Drive, Suite 400, Sacramento, CA 95833-3509

[newquincycourthouseproject@jud.ca.gov](mailto:newquincycourthouseproject@jud.ca.gov)

Please enter "New Quincy Courthouse NOP" in 'Subject' line of the email.

Note, agency responses should include the name of a contact person at the agency.

**PROJECT INFORMATION**

*The following information is provided from the Judicial Council project website (link provided above).*

The Superior Court of California, County of Plumas, New Quincy Courthouse project provides a new 2-courtroom courthouse of 23,097 gross square feet in the town of Quincy. It includes secured parking for judicial officers. The project will require acquisition of a site of approximately 1.88 acres. It will replace the court's

operations and courtrooms currently in the existing main Quincy Courthouse. The project will use the design-build delivery method.

The current authorized project budget is \$100,891,000. The funding is through state General Fund dollars. The Design-Build entity and construction management agenda is to be determined. The criteria architect is in progress as DLR Group.

Plumas County is served by the superior court's main historic courthouse in Quincy, the county seat. This courthouse houses all court operations and courtrooms for all case types. Between 2010 and 2014, all branch court locations in the county—in Portola, Greenville, and Chester—were closed due to budget reductions and staff shortages.

The new courthouse project will replace the court's operations and courtrooms currently in the county-owned, main Quincy Courthouse. The facility is substantially out of compliance with regulatory safety, seismic, accessibility codes, and Judicial Council space standards. Among its significant functional issues are its space shortfall, overcrowding, and security deficiencies. Including undersized lobby and space for entrance screening, public waiting areas, lack of space for jurors to assemble as well as deliberate, lack of holding facilities, no attorney-client interview rooms, no self-help area, multiple points of ingress/egress, no onsite parking facilities for the public, and no path of circulation for in-custodies separate from the public and judicial officers and staff.

For this project, acquisition will be required of site of approximately 1.88 acres in the town of Quincy.

The New Quincy Courthouse will accomplish the following immediately needed improvements to the superior court and enhance its ability to serve the public:

- Provide an accessible, safe, efficient, and modern full-service courthouse in the town of Quincy.
- Improve security, relieve overcrowding, and improve operational efficiency and customer service.
- Provide court operations in a facility with adequate space for greater functionality than in current conditions, including:
  1. Safe and secure building with single point of entry.
  2. Safe and secure internal circulation that maintains separate zones for the public, staff, and in-custody defendants.
  3. Adequate visitor security screening and queuing in the entrance area.
  4. Both secure and nonsecure attorney-client interview rooms.
  5. Adequately sized public waiting areas.
  6. Adequate space for self-help area.
  7. Adequate spaces for jury deliberation and jury assembly with capacity for typical jury pools.
  8. Has ADA accessible spaces.
  9. Facility with dependable physical infrastructure.
  10. Secure in-custody holding facilities adequate in number.
  11. Remove the existing main Quincy Courthouse from service, which is rated as a Federal Emergency Management Agency (FEMA) P-154 High-Risk seismically deficient building.
  12. Avoid substantial deferred maintenance and security system refresh expenditures.

This project is in the Immediate Need priority group and consequently is one of the highest priority trial court capital-outlay projects for the judicial branch.

## **SCHEDULE**

This project is currently in the site acquisition phase.

Two sites, the Feather Publishing parcel and the Stone House property in East Quincy, were presented for approval to the State Public Works Board (SPWB).

In June 2025, the preferred site, Feather Publishing, was approved as the desired site for the new courthouse.

Currently, the Judicial Council is coordinating further analysis, real estate due diligence, and purchase negotiations of the preferred site. This includes implementing the CEQA. After the terms, conditions, and price are determined, a request to acquire the site will be presented to the SPWB for approval.

Construction is estimated to begin in December 2029 and complete in February 2032.

## **Project Advisory Group**

- Hon. Douglas M. Prouty, Presiding Judge
- Hon. William S. Abramson, Assistant Presiding Judge
- Court Executive Officer
- Dave Hollister, District Attorney
- Cheryl Reinitz, Forrest Stationers
- Wayne Yates, Attorney
- Amy Carey, Quincy Provisions/Carey's Candy
- Jon Kolb (Ret.), Former Assistant Engineer for Plumas County Public Works

**Action:**

None. Informational Only.

**Fiscal Impact:**

No General Fund Impact, informational item only.

**Attachments:**

1. notice\_of\_preparation\_of\_draft\_eir\_plumas
2. 25 BOS AGENDA STAFF REPORT

**NOTICE OF PREPARATION**  
**OF AN ENVIRONMENTAL IMPACT REPORT**  
**NEW QUINCY COURTHOUSE**

**DATE:** October 15, 2025

**To:** Responsible and Trustee Agencies, Interested Parties, and Organizations

**SUBJECT:** Notice of Preparation of an Environmental Impact Report for the New Quincy Courthouse

The Judicial Council of California (Judicial Council) is the lead agency and will prepare an Environmental Impact Report (“EIR”) compliant with the California Environmental Quality Act (“CEQA”) for the proposed New Quincy Courthouse (the “Project”). No Initial Study was prepared as the Judicial Council has determined that an EIR is clearly required for the Project. In accordance with Section 15082 of the CEQA Guidelines, this Notice of Preparation (“NOP”) provides the Project location, a brief Project description, and a summary of the potential environmental impacts of the proposed Project.

The purpose of this NOP is to provide an opportunity to comment on the scope and proposed content of the EIR. In accordance with Public Resources Code sections 21092(b)(1) and 21083.9, this NOP is public notice that the Judicial Council will hold a public scoping meeting as described below. As provided in CEQA Guidelines section 15082, the Judicial Council invites responsible and trustee agencies to provide information relevant to the analysis of environmental resources falling within the jurisdiction of such agencies. Specifically, input is requested on:

1. **Scope and Content of Environmental Analysis**—guidance on the scope and content of analysis for this EIR within the agency’s area of statutory responsibility, including identification of specific significant environmental issues that will require closer study due to the location, scale, and character of the Project, and whether the agency will be a responsible agency or trustee agency for the Project;
2. **Mitigation Measures**—proposals for feasible mitigation, including mitigation that would avoid or reduce potentially significant or significant impacts to environmental resources; and
3. **Alternatives**—proposals for alternatives to the proposed Project that could reduce or avoid potentially significant or significant impacts.

As outlined in CEQA Guidelines Section 15082(b), each responsible and trustee agency must identify specific environmental issues, alternatives, and mitigation measures that should be explored in the EIR. If there is no response within 30 days, the Judicial Council will presume

that there are no specific environmental issues, alternatives, or mitigation measures that the responsible and trustee agencies believe should be incorporated into the EIR.

## WRITTEN COMMENTS ON THE NOTICE OF PREPARATION

Please provide your written comments by **November 17, 2025**. Comments, along with the name and contact information of the appropriate person in your organization, should be addressed to:

Alex Cervantes, Senior Facilities Analyst  
Judicial Council of California, Facilities Services  
2860 Gateway Oaks Drive, Suite 400, Sacramento, CA 95833-3509  
[newquincycourthouseproject@jud.ca.gov](mailto:newquincycourthouseproject@jud.ca.gov) (enter “New Quincy Courthouse NOP in the ‘Subject’ line)

The Judicial Council will hold a public scoping meeting on **Thursday, October 23, 2025, from 6:00 p.m. to 7:00 p.m.** at the following location:

Plumas County Fairgrounds  
Mineral Building  
204 Fairgrounds Road  
Quincy, CA 93433

Parking: Available in and around the Fairground Mineral Building.

Information related to the proposed Project, including how to access the Project documents and how to participate in the public review process will be provided at the scoping meeting. Information related to this Project is available for review on the Judicial Council’s website at: <https://courts.ca.gov/facilities/plumas-county-new-quincy-courthouse>.

## PROJECT LOCATION AND SURROUNDING LAND USES

The Judicial Council proposes to construct a new courthouse to relocate Superior Court operations that are currently housed in the Plumas County Courthouse located at 520 Main Street in Quincy, California.

The 2.86-acre Project site consists of three contiguous, privately-owned parcels in the unincorporated town of Quincy in Plumas County (Figure 1). Site addresses include 253 Lawrence Street (APN 115-031-055), 287 Lawrence Street (APN 115-031-052), and 293 Lawrence Street (APN 115-031-054). The Project site is currently developed with three commercial buildings—Feather Publishing Co., Inc. at 287 Lawrence Street, a storage facility for boats and recreational trailers at 253 Lawrence Street, and the Quincy Paint Center and The2Mic (amplification supplies for guitars) at 293 Lawrence Street, which was previously occupied by Quincy Lumber & Supply. There are paved parking areas around the structures in the southern and central portions of the Site, with the northwestern and northern portions consisting of an unpaved gravel surface.

Lawrence Street in this location in downtown Quincy serves as State Routes (SR) 70/89. The Project site is bounded by Lawrence Street/SR 70/89 to the south, multi-family and single-family residential land uses to the west, a bike path along a former railroad alignment and a defunct, former wastewater treatment plant to the north, and multi-family residential and commercial land uses to the east (Figure 2).

The Plumas County General Plan designates the Project site parcels for Commercial land use. The Commercial land use designation identifies locations that are appropriate for a wide range of commercial operations, including retail, offices, and services and allows for residential use in conjunction with commercial uses. The County zoning district for this site is Periphery Commercial (C-2), which includes a broad assortment of commercial uses, parking lots, and dwelling units.

The Project's proposed use of the property is consistent with the commercial land use designation by the Plumas County General Plan and the Periphery Commercial (C-2) zoning district that allow for the construction, use and occupancy of business office buildings and facilities. The Judicial Council, acting as the judicial branch of State government, is not subject to local land use regulations; however, the Judicial Council, as appropriate, considers local policies in evaluating whether the Project's impacts would be significant and the above information regarding the County's General Plan and zoning is presented for context.

This Project site location was selected by the Judicial Council's Court Facilities Advisory Committee (CFAC) after research and evaluation of ten potential project sites.

## **PROPOSED PROJECT**

The existing Plumas County Courthouse is owned by Plumas County. The County's plans for repurposing the existing Plumas County Courthouse are not currently available and are not part of the Project.

The Project would provide a new permanent state-owned courthouse facility that is accessible to the public and can provide enhanced services to the public. The Project would include construction of courtrooms with support spaces, administrative and operations areas, and an entry plaza. The Project also includes site improvements, including new on-site surface parking lots and drive aisles, and rerouted utility connections to serve the new building. The Project will include demolition of the existing structures on the Project site.

### **PROPOSED FACILITIES**

The Project would be an approximately 23,000 square-foot, 1-story courthouse building. The Project does not propose any subterranean building area.

High volume public functions, court, and court support functions would all take place on the single ground floor level of the new courthouse. The new courthouse building would include the following features and areas:

- Two courtrooms
- Multipurpose room
- Public lobby and security screening area
- Chambers and courtroom support areas
- Court operations area
- Clerk's office

- Family court services area
- Self-help area
- Space for administration and information technology
- Jury Services area
- Sheriff area
- Central in-custody holding area
- Space for staff and building support
- Secured loading zone and sallyport

The new courthouse building would be set back a minimum of 25 feet from the nearest property lines (i.e., the western and southern site boundaries). The Conceptual Site Plan is shown in Figure 3. The Project will be designed and constructed according to the 2023 Judicial Council of California Trial Court Facility Standards.

#### **ACCESS AND UTILITIES**

The existing vehicle entrance to the Project site is established off Lawrence Street/SR-70/89 along the southern property boundary. The Project proposes to use this existing public access. A second access for emergency vehicles only would be provided at the northeast end of the property from the Summerfield Lane cul-de-sac.

The Project site is served by American Valley Community Services District for water and wastewater service, Plumas County Public Works Department for stormwater drainage and solid waste collection and disposal, and Pacific Gas and Electric (PG&E) for electricity and natural gas. Utility service connections would be modified as needed to support the operation of the Project.

#### **CONSTRUCTION**

All construction equipment and vehicles would be staged on the 2.86-acre Project site. Construction will be phased in alignment with the Office of the State Fire Marshal's permitting. Construction is anticipated to begin in December 2029 and be completed in January 2032.

### **PROJECT OBJECTIVES**

The Judicial Council has identified the following Project Objectives to guide planning for the Project site, as well as the analysis included within the EIR:

- Provide a permanent, sustainable, safe, and accessible courthouse that improves the public's access to justice and enhances public services
- Enhance the public's access to justice by offering basic services such as self-help not currently provided to county residents due to overcrowding and lack of space
- Align courthouse spaces and organization with Judicial Council's California Trial Court Facilities Standards
- Improve security, relieve current space shortfall, and improve operational efficiency and customer service

### **ENVIRONMENTAL REVIEW**

As required by CEQA, the EIR will describe existing conditions and evaluate the potential environmental effects of the Project, and a reasonable range of alternatives including the no-project alternative. It will address reasonably foreseeable direct, indirect, cumulative, and

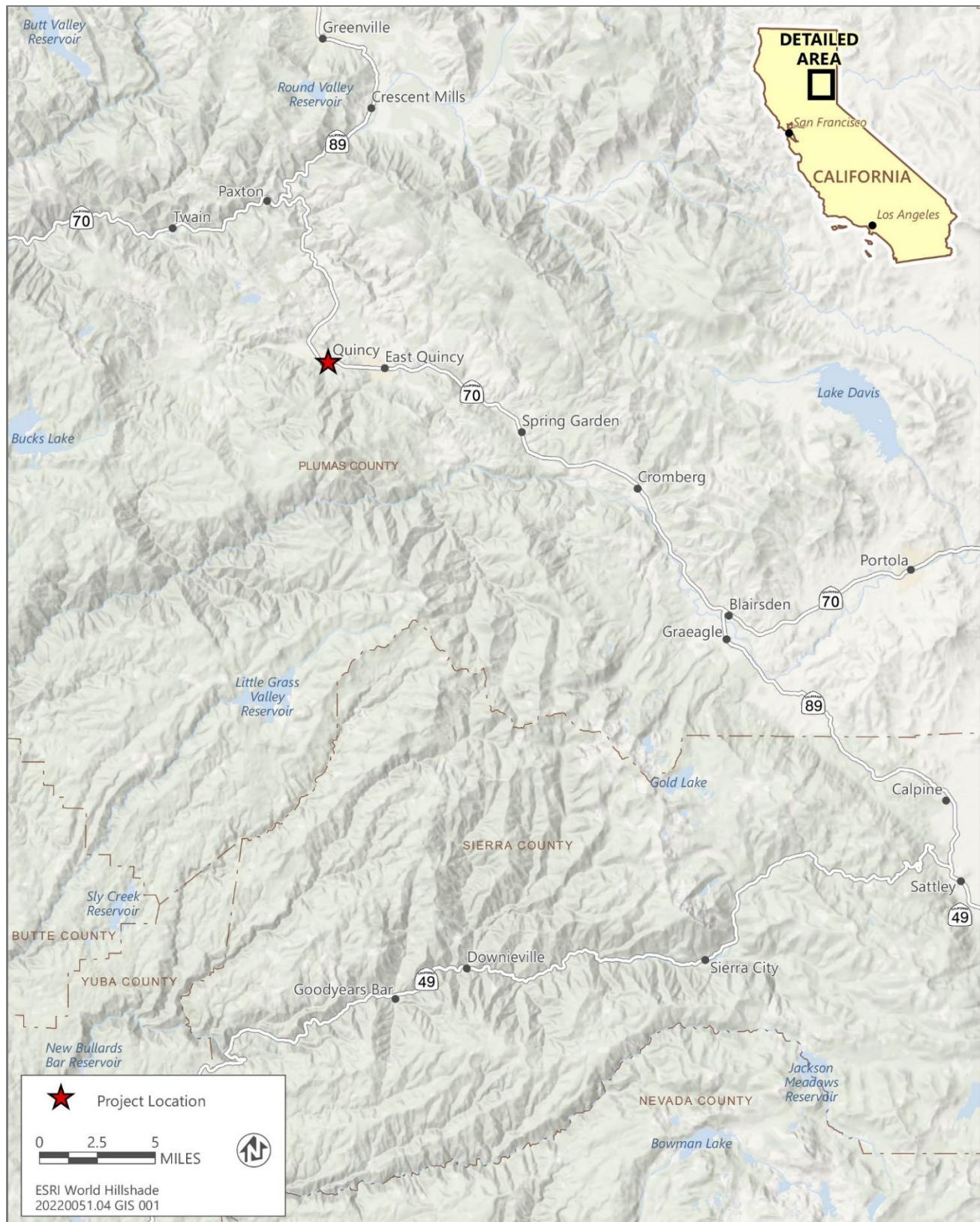
growth-inducing effects. The EIR will identify feasible mitigation measures, if available, to reduce significant and potentially significant impacts to environmental resources.

## POTENTIAL ENVIRONMENTAL IMPACTS

Based on the Project characteristics and site conditions, the EIR will evaluate, at a minimum, the following issue areas:

- Aesthetics/Visual
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire
- Cumulative Effects
- Growth Inducing Effects

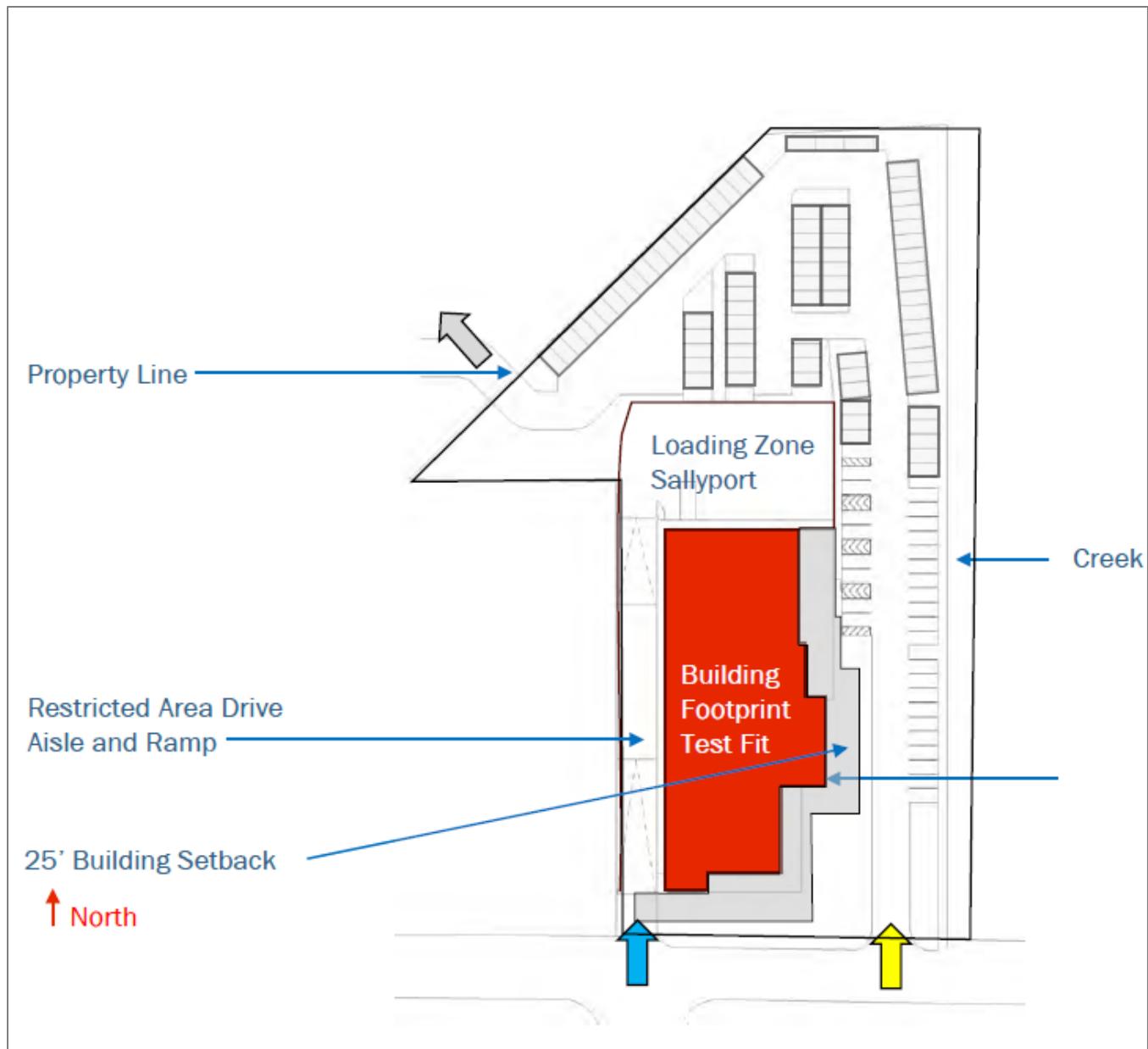
For each of these areas, the EIR will identify whether the Proposed Project would cause significant or potentially significant impacts. Where impacts are identified, the EIR will recommend feasible mitigation measures designed to avoid, minimize, or offset those impacts. The alternatives analysis will evaluate a reasonable range of project alternatives that, consistent with CEQA, meet most of the project objectives and reduce or avoid any significant environmental effects of the project, including a required No Project Alternative. The EIR will therefore serve as the primary disclosure document for decision-makers, agencies, and the public, ensuring that environmental considerations are fully integrated into the planning and approval process for the Project.



**Figure 1 Regional Location**



**Figure 2 Project Location**



**Figure 3** Conceptual Site Plan

**Subject:**

Receive and discuss Judicial Council of California's Notice of Preparation (NOP) to prepare an Environmental Impact Report (EIR) compliant with the California Environmental Quality Act (CEQA) for the proposed New Quincy Courthouse and Public Scoping Meeting scheduled for October 23, 2025, from 6:00PM to 7:00PM at the Plumas County Fairgrounds, Mineral Building, 204 Fairgrounds Road, Quincy; informational only.

**Recommendation:**

Receive information pertaining to the Judicial Council of California's Notice of Preparation (NOP) to prepare an Environmental Impact Report (EIR) compliant with the California Environmental Quality Act (CEQA) for the proposed New Quincy Courthouse and scheduled Public Scoping Meeting on for October 23, 2025, from 6:00PM to 7:00PM at the Plumas County Fairgrounds, Mineral Building, 204 Fairgrounds Road, Quincy.

**Background and Discussion:**

Pursuant to the California Environmental Quality Act (CEQA), the Judicial Council of California is required to analyze the potential environmental impacts of each of its proposed projects. California's environmental review process under CEQA provides an opportunity for interested parties, government agencies, California Native American Tribes, environmental non-governmental organizations, and members of the public to participate in the CEQA process.

The Judicial Council of California is the lead agency and will prepare an Environmental Impact Report (EIR) compliant with CEQA for the proposed New Quincy Courthouse. The Judicial Council has prepared a Notice of Preparation (NOP) to provide an opportunity to comment on the scope and proposed content of the EIR.

The NOP is attached to this staff report and provides the Project location, a brief Project description, and a summary of the potential environmental impacts of the proposed and may also be viewed from the Judicial Council project website at: <https://courts.ca.gov/facilities/plumas-county-new-quincy-courthouse>.

The Judicial Council will host a Public Scoping Meeting to gather additional input on the content and focus of the environmental analysis to be conducted and presented in the EIR.

The date, time, and location of the scoping meeting is:

Date – October 23, 2025

Time – 6PM to 7PM

Location – Plumas County Fairgrounds, Mineral Building, 204 Fairgrounds Road, Quincy, CA 93433

Public comment can be mailed or emailed to the following contact no later than November 14, 2025:

Alex Cervantes, Senior Facilities Analyst

Judicial Council of California, Facilities Services

2860 Gateway Oaks Drive, Suite 400, Sacramento, CA 95833-3509

[newquincycourthouseproject@jud.ca.gov](mailto:newquincycourthouseproject@jud.ca.gov)

Please enter "New Quincy Courthouse NOP" in 'Subject' line of the email.

Note, agency responses should include the name of a contact person at the agency.

**PROJECT INFORMATION**

*The following information is provided from the Judicial Council project website (link provided above).*

The Superior Court of California, County of Plumas, New Quincy Courthouse project provides a new 2-courtroomcourthouse of 23,097 gross square feet in the town of Quincy. It includes secured parking for judicial officers. The project will require acquisition of a site of approximately 1.88 acres. It will replace the court's

operations and courtrooms currently in the existing main Quincy Courthouse. The project will use the design-build delivery method.

The current authorized project budget is \$100,891,000. The funding is through state General Fund dollars. The Design-Build entity and construction management agenda is to be determined. The criteria architect is in progress as DLR Group.

Plumas County is served by the superior court's main historic courthouse in Quincy, the county seat. This courthouse houses all court operations and courtrooms for all case types. Between 2010 and 2014, all branch court locations in the county—in Portola, Greenville, and Chester—were closed due to budget reductions and staff shortages.

The new courthouse project will replace the court's operations and courtrooms currently in the county-owned, main Quincy Courthouse. The facility is substantially out of compliance with regulatory safety, seismic, accessibility codes, and Judicial Council space standards. Among its significant functional issues are its space shortfall, overcrowding, and security deficiencies. Including undersized lobby and space for entrance screening, public waiting areas, lack of space for jurors to assemble as well as deliberate, lack of holding facilities, no attorney-client interview rooms, no self-help area, multiple points of ingress/egress, no onsite parking facilities for the public, and no path of circulation for in-custodies separate from the public and judicial officers and staff.

For this project, acquisition will be required of site of approximately 1.88 acres in the town of Quincy.

The New Quincy Courthouse will accomplish the following immediately needed improvements to the superior court and enhance its ability to serve the public:

- Provide an accessible, safe, efficient, and modern full-service courthouse in the town of Quincy.
- Improve security, relieve overcrowding, and improve operational efficiency and customer service.
- Provide court operations in a facility with adequate space for greater functionality than in current conditions, including:
  - Safe and secure building with single point of entry.
  - Safe and secure internal circulation that maintains separate zones for the public, staff, and in-custody defendants.
  - Adequate visitor security screening and queuing in the entrance area.
  - Both secure and nonsecure attorney-client interview rooms.
  - Adequately sized public waiting areas.
  - Adequate space for self-help area.
  - Adequate spaces for jury deliberation and jury assembly with capacity for typical jury pools.
  - Has ADA accessible spaces.
  - Facility with dependable physical infrastructure.
  - Secure in-custody holding facilities adequate in number.
  - Remove the existing main Quincy Courthouse from service, which is rated as a Federal Emergency Management Agency (FEMA) P-154 High-Risk seismically deficient building.
  - Avoid substantial deferred maintenance and security system refresh expenditures.

This project is in the Immediate Need priority group and consequently is one of the highest priority trial court capital-outlay projects for the judicial branch.

## **SCHEDULE**

This project is currently in the site acquisition phase.

Two sites, the Feather Publishing parcel and the Stone House property in East Quincy, were presented for approval to the State Public Works Board (SPWB).

In June 2025, the preferred site, Feather Publishing, was approved as the desired site for the new courthouse.

Currently, the Judicial Council is coordinating further analysis, real estate due diligence, and purchase negotiations of the preferred site. This includes implementing the CEQA. After the terms, conditions, and price are determined, a request to acquire the site will be presented to the SPWB for approval.

Construction is estimated to begin in December 2029 and complete in February 2032.

### **PROJECT ADVISORY GROUP**

- Hon. Douglas M. Prouty, Presiding Judge
- Hon. William S. Abramson, Assistant Presiding Judge
- Court Executive Officer
- Dave Hollister, District Attorney
- Cheryl Reinitz, Forrest Stationers
- Wayne Yates, Attorney
- Amy Carey, Quincy Provisions/Carey's Candy
- Jon Kolb (Ret.), Former Assistant Engineer for Plumas County Public Works

#### **Action:**

None. Information only.

#### **Fiscal Impact:**

N/A

#### **Attachments:**

[NOP PDF](#)



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

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

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

**MEETING DATE:** October 21, 2025

**SUBJECT:** Plumas County Board of Supervisors response to the FY 24/25 Grand Jury Report; discussion and possible action.

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**Recommendation:**

Plumas County Board of Supervisors response to the FY 24/25 Grand Jury Report; discussion and possible action.

**Background and Discussion:**

Plumas County Board of Supervisors response to the FY 24/25 Grand Jury Report; discussion and possible action.

**Action:**

Plumas County Board of Supervisors response to the FY 24/25 Grand Jury Report; discussion and possible action.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

1. BOS Grand Jury Responses - Final
2. Plumas County Civil Grand Jury Report 2425

## Plumas County Grand Jury Responses From the Board of Supervisors

**F2. New or changes to Job Descriptions require approval by the BOS. The approval process is lengthy and entails several reviews and handoffs. The process must start in HR and can only be requested once a year (in January). This results in a delay of up to 12 months or more before otherwise qualified candidates can be considered for open positions (e.g., in Auditor/Controller's Office, Public Works Department, Sheriff's Department).**

The Plumas County Board of Supervisors agrees that the approval process to Job Descriptions is lengthy and requires several reviews. This is a feature, not a bug; any changes to job descriptions must be in line with state laws, union MOU's, Plumas County personnel policies, departmental needs, budget requirements, and many other factors. In order to comply with a myriad of requirements, any change to a job description requires review by, at a minimum, the department head, HR, the relevant union members, the Auditor.

All reclassifications and reallocations require Board approval once the job description is finalized. This ensures transparency in public employment practices and promotes accountability and equal treatment amongst employees, making job descriptions accessible for public review before Board of Supervisors' approval.

By initiating the process in January, the County ensures that any approved changes are aligned with the annual budget cycle, allowing the Board to enact such changes concurrently with the adoption of the County budget in June or, when required, in September. This alignment is essential for maintaining fiscal integrity and ensuring that new or modified positions are properly funded and authorized within the County's approved budget.

**F3. Reclassification of Job Descriptions follow the same path as above (Finding 2) and require labor intensive documentation and review.**

See response to F2

**F4. The process of filling vacated positions (e.g., Sheriff's Department) are hindered by the requirement of the department to go to the BOS to fill positions already allocated that are vacated regardless of the reason the position was vacated.**

The Plumas County Board of Supervisors disagrees that the process of filling vacant positions is hindered by the requirement to go to the BOS. This is a largely ministerial process and takes very little time or effort on the part of the department. It is also important for transparency purposes and to allow members of the public or department to be able to comment on the request.

**F5. Department heads do not see applications that may meet the requirements of an open position but have been disqualified during the screening process in HR (e.g., Auditor/Controller Office, Public Works Department, Building Department, Sheriff's Department).**

The Plumas County Board of Supervisors agrees and acknowledges the grand jury's finding regarding department heads not receiving applications that may have met the requirements of an open position but were disqualified during the initial HR screening process.

The Plumas County Board of Supervisors would be willing to formalize in policy that department heads to be made aware when Human Resources staff determine an applicant does not meet the minimum requirements for the position should the Department head express an interest in such information.

This practice of not consulting departments to determined applicants' qualification for positions was implemented under a previous Human Resources Director and does not reflect a long-standing or consistent historical policy of Plumas County. Over the past several months, the Human Resources Department—under the direction of interim HR leadership—has worked collaboratively with department heads to improve communication and ensure a more accurate and transparent assessment of applicant qualifications.

Ideally, HR staff consult with department heads to better understand the specific duties and qualification requirements for each position. This collaborative approach would allow HR to make more informed determinations during the screening process and provide opportunities for clarification when an applicant's qualifications may be borderline or unclear.

The Plumas County Board of Supervisors supports ongoing efforts to strengthen coordination between HR and county departments, ensuring that qualified candidates are given fair consideration and that hiring practices align with both county policy and operational needs.

**F6. The Hiring Process does not include a succession plan, which would allow an overlap of incoming employees with those leaving (e.g., due to retirement) and would facilitate training and knowledge sharing (e.g., Public Works - Transportation Manager, Building Department - Building Inspector, Sheriff's Department - IT Officer, Deputy Sargent, Dispatcher).**

The Plumas County Board of Supervisors disagrees as to the necessity of a succession plan in the Hiring Process as this would further hinder the ability of Plumas County to hold a fair and open hiring process for all qualified applicants and is largely inapplicable to the hiring of rank and file positions.

**F7. Several positions in Plumas County have remained unfilled for months/years, resulting in increased workloads for fellow employees and/or the need to hire consultants (e.g., Auditor/Controller Office, Public Works Department, Sheriff's Department).**

Agreed, several steps have been taken to alleviate this situation including pay raises for each of the bargaining units and the hiring of an independent agency to conduct a county-wide salary study to ensure that salary is not the reason for vacancies.

**F8. Low salaries and limited amenities in the rural community of Plumas County continue to be the main reasons why positions remain unfilled.**

See above. The Board is unable to affect the availability of amenities in the County

**F9. This investigation has been hindered by lack of HR leadership and by lack of collaboration between Departmental Heads. In particular, HR accountability and responsiveness were impeded when the Director of HR was placed on Administrative Leave on May 17, 2022, and the Chief Administrative Officer (as acting interim Director of HR) was placed on Administrative Leave on January 21, 2025.**

The Plumas County Board of Supervisors neither agrees nor disagrees with the claims regarding the investigation. The Board acknowledges that the HR director was convicted of a felony and therefore was unable to assist with this investigation and the contract for the CAO was not continued. The Board is taking every action to find a permanent replacement for these positions.

These leadership challenges have understandably affected the continuity of HR operations and communication across departments. The Board is actively taking all necessary steps to restore stable leadership by pursuing the recruitment and appointment of permanent replacements for both the Human Resources Director and Chief Administrative Officer positions, with progress on both recruitments. The Board remains committed to strengthening interdepartmental collaboration, improving accountability within HR, and ensuring consistent, transparent personnel practices moving forward.

## **RECOMMENDATIONS**

**R1. The PCCGJ recommends that the Auditor/Controller request a change to the Job Description for the Assistant Auditor/Controller position to allow experience to supersede the degree requirement. This is to take place no later than September 30, 2025. (F1)**

The BOS acknowledges this recommendation. However, because the Auditor/Controller is an independently elected official, the Board does not have the authority to direct or require the Auditor/Controller to request or implement changes to position classifications or job descriptions within that office. The Board remains supportive of collaborative efforts between the Human Resources Department and elected offices should the Auditor/Controller pursue such a modification

R2 . The PCCGJ recommends that all applications are shared with the respective Hiring Manager and that the Hiring Manager is allowed to determine where experience can supersede a degree requirement. It is also recommended that the Hiring Manager update current job descriptions with 'experience supersedes the degree requirement' where applicable. This is to take place no later than October 31, 2025. (F2) In addition, it is recommended that 'Rule 9 Application Procedure' in the Personnel Rules document be updated as follows:

#### **9.04 Disqualification of Applicants**

**(2) Suggested wording change: The applicant fails to meet the minimum qualifications, except in cases where an applicant's experience supersedes a degree requirement.**

The Plumas County Board of Supervisors disagrees. Any department head may request a change to a job description should the department head find that experience would be an appropriate substitute for a degree. For example, the HR Director position states that experience can substitute for an advanced degree. The director for social services has the same caveat. It should be noted that the BOS is unwilling to simply have a "warm body" if a specific level of education is necessary for effective functioning or required by statute or source of funding.

**R3. The PCCGJ recommends that the BOS amend the Personnel Rules to allow more frequent changes to Job Descriptions. Changes in Job Descriptions should not require the extensive review and approval process as changes in Job Classification. It is recommended that approval for changes in Job Descriptions is limited to approval by HR and not the BOS. It is noted that this recommendation does not apply to job descriptions that include reclassification or when licensing/certification requirements change. The BOS will still review/approve those. This is to take place no later than October 31, 2025. (F3, F4)**

The BOS disagrees that more frequent changes to the job descriptions is a solution to the persistent problem of understaffing in Plumas County. As discussed prior, changing a job description is difficult process that also involves adhering to various guidelines, statutes and existing agreements across multiple systems.

**R4. The PCCGJ recommends that the BOS create a policy based on resolution of #SC 24-891, which will allow for succession planning, training and overlap in each department based on the discretion of the department head without additional BOS approval when upcoming vacancies are known. This is to take place no later than October 31, 2025. (F5)**

The Plumas County Board of Supervisors disagrees. Any succession policy, specifically the necessity of paying two people for the same job, must have BOS approval.

**R5. The PCCGJ recommends that HR and the BOS place greater effort on recruitment for open Plumas County positions. This is to take place no later than October 31, 2025. (F6, F7) The following are suggested:**

- Increase multimedia exposure for unfilled positions (e.g., county websites, job fairs, social media).

- Share all applications with the Hiring Manager (Recommendation 2) to increase the likelihood of filling positions with qualified internal candidates.
- Offer training for internal candidates to assist with meeting position requirements.
- Create more entry level positions, which enables building expertise within the department.

The Plumas County Board of Supervisors agrees and disagrees as follows. HR has made all positions available for viewing on Indeed, several departments are travelling to a job fair in Chico. Outside of that, the Board agrees in principle to increasing visibility of available positions in Plumas County.

The BOS feels the priority is to hire the positions that are already created before expanding positions. Most departments offer training for internal candidates involving county payment/reimbursement for any training being done for a higher level position. For example, Public Health offers tuition payment in order to get a Public health nursing license, Behavioral Health offers tuition reimbursement for students looking to get licensed, Social Services offers tuition payment for employees looking to get their master's degree.

**F1. The CRV portion of the Plumas County Public Works Solid Waste Division web page has not been updated since June 2023, resulting in incorrect information on site locations.**

The Plumas County Board of Supervisors agrees and will direct Public Works to update their website.

**F2. Site visits to markets disclosed that signs at the markets were either nonexistent or had not been updated to reflect current information on site locations.**

The Plumas County Board of Supervisors agrees and will direct Public Works to remind merchants that signs are not up to date and do not reflect current information regarding recycling.

**F3. The CalRecycle website lists many recycling grants that are available, however Plumas County has not applied for the grants.**

The Plumas County Board of Supervisors neither agrees nor disagrees but will direct Public Works to research the possibility of grants for recycling.

**F4. Public Works Solid Waste Division has not enforced sections of the solid waste contracts pertaining to CRV, consequently the communities are being underserved.**

The Plumas County Board of Supervisors neither agrees nor disagrees but will direct Public Works to review the contracts to see where there is a lack of enforcement and develop a strategy to increase enforcement.

**R1. The PCCGJ recommends that the Plumas County Public Works Solid Waste Division website be reviewed and updated. This is to take place no later than October 31, 2025. (F1)**

See above

**R2. The PCCGJ recommends that the Plumas County Solid Waste Division explore options with the appropriate State agency for bringing retail stores into compliance with current Bottle Bill signage requirements. This is to take place no later than October 31, 2025. (F2)**

The Plumas County Board of Supervisors agrees and will direct Public Works to review options with the appropriate State agency.

**R3. The PCCGJ recommends that the Plumas County Public Works Solid Waste Division apply for available grants that would benefit Plumas County recycling efforts. This is to take place no later than October 31, 2025. (F3)**

The Plumas County Board of Supervisors agrees and will direct Public Works to research the possibility of grants for recycling.

**R4. The PCCGJ recommends that the Plumas County Public Works Solid Waste Division review enforce existing with WMD and IMO and to ensure compliance with CRV. This is to take place no later than October 31, 2025. (F4)**

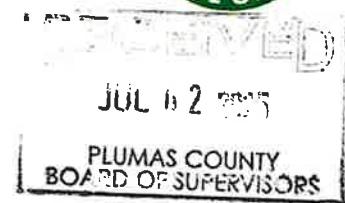
The Plumas County Board of Supervisors agrees and will direct Public Works to review existing contracts with WMD and IMD to ensure that these companies are in compliance with the CRV.

## 2024-2025 Plumas County Civil Grand Jury



June 26, 2025

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



Re: Plumas County Civil Grand Jury Reports:

- Jobs Jobs Jobs ! F2 – F9 and R1- R5
- CRV – It Is Your Money F1- F4 and R1– R4

Report Date: June 30, 2025

Dear Plumas County Board of Supervisors:

Enclosed please find a copy of the above reports by the 2024-2025 Plumas County Civil Grand Jury.

Attached are excerpts from Penal Code sections 933 and 933.05. Please note that subdivision (f) of Penal Code section 933.05 specifically prohibits any disclosure of the contents of a grand jury report by a public agency or its officers or governing body prior to its release to the public, which will occur 5 days after the date of this letter.

Penal Code section 933.05 requires that you respond separately to specified Findings and Recommendations contained in the report. Penal Code section 933.05 mandates the content and format of responses. Penal Code section 933 mandates the deadline for responses.

You are required to submit your response within 60 days as follows:

Hard copy to: Judge Douglas Prouty,  
Plumas County Superior Court  
520 Main Street Room 104  
Quincy, California 95971

Please also send a hard copy or electronic copy of your response to:

Don Bliss, Foreperson,  
2024-2025 Plumas County Civil Grand Jury  
P.O. Box 784  
Quincy, California 95971

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P.O. Box 784, Quincy, California 95971



## 2024-2025 Plumas County Civil Grand Jury



Responses are public records. Your entity must maintain a copy of your response.

Should you have any questions, please contact me at 1 (530) 927-9921 or at the above address.

Sincerely,

Don Bliss, Foreperson,  
2024-2025 Plumas County Civil Grand Jury

Enclosures: Grand jury report and Penal Code sections 933 and 933.05 (excerpts)

### § 933. Findings and Recommendations (Excerpt)

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices.

As used in this section, "agency" includes a department.

### § 933.05. Responses to Findings (Excerpt)

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
  - (1) The respondent agrees with the finding.
  - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
  - (1) The recommendation has been implemented, with a summary regarding the implemented action.
  - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
  - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
  - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (f) \*\*\* A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report. *(Emphasis added.)*



# Jobs Jobs Jobs !



## SUMMARY

Several departments in Plumas County are understaffed, which results in issues of overworked employees, those who fill positions without the necessary qualifications, and those in key positions who lack leadership skills.

The Plumas County Civil Grand Jury (PCCGJ) decided to investigate key job positions that are unfilled and determine areas for improvement that could lead to the hiring of qualified individuals. Two major areas became the focus of the investigation, those being the Human Resources (HR) hiring process and the applicability of the current job descriptions.

It was determined that the following impact/issues exist with the current hiring process:

- Job applications go through a pre-screening process and not all applications are shared with the Hiring Manager.
- Revisions to new or changed job descriptions are routed to various reviewers, causing lengthy delays in the process.
- Job postings on the Plumas County website need to be approved by the Board of Supervisors (BOS), with prior approval of new/revised job descriptions by the BOS.
- Due to the hiring process, the posting of a few key job openings has taken over a year from the beginning of the process. One department's request for 2 entry level positions is still 'in progress' and overall, it may be up to 2 years before applications are received, let alone anyone hired. Unfilled vacancies have burdened others with heavier workloads.
- The current process does not allow for an overlap of employees when a known employee has a planned retirement date. There is a loss of knowledge sharing between the incoming employee and the retired employee.

To further worsen the current hiring problems, the Director of HR was placed on Administrative Leave on May 17, 2022, at which time the Chief Administrative Officer became acting Interim Director of HR. Following this, the Chief Administrative Officer was placed on Administrative Leave on January 21, 2025.

## BACKGROUND

In Fall 2024, the PCCGJ became interested in investigating the Plumas County HR hiring process and considered reviewing open job postings and related job descriptions as a starting point. A few events led to this interest. In October 2024, the PCCGJ met with the Plumas County DA. It was noted that Plumas County employed several consultants. The (higher) consulting fees had an impact on the budget and meant that Plumas County money was going outside of Plumas County (e.g., MRG Consulting LLC was hired as HR consultants and Clifton, Larson & Allen was hired as accounting consultants). In other cases, contractors with higher pay rates were hired as temporary employees for positions that remained unfilled for lengthy periods. Also in October 2024, during a meeting with the Chief Administrative Officer, it was noted that Plumas County has an overall vacancy rate of 20-25% and that Plumas County salaries are up to 20% or more lower than equivalent positions in other counties. This led the PCCGJ to question the current job descriptions and whether they adequately represented the open positions. In November 2024, in a meeting with a SAS Systems Administrator from the Plumas County IT Department, it was noted that key positions are unfilled and that job descriptions are outdated.

In December 2024, there were 32 open positions across 13 departments. The PCCGJ decided to investigate key open positions in the following departments: Auditor's/Controllers Office, Planning Department, Public Works Department, and the Sheriff's Department.

The Building Department was added to the investigation after a preliminary discussion with the Director of the Building Department and concerns that were voiced regarding the hiring process.

The following discussion section represents the findings and recommendations based on interviews with the heads of those departments.

## METHODOLOGY

- Interviews with Plumas County Departmental Heads for the following: Auditor/Controller, Planning and Building Departments, Public Works Department, Sheriff's Department
- Telephone interviews with HR employee and Chief Administrative Officer (Interim Director of Human Resources)
- Review of Chief Administrative Officer's report dated April 2, 2024, for recommendations made by Clifton, Larson & Allen on the problems and risks in Plumas County's financial reporting
- Review of Personnel Rules for Plumas County

- Plumas County HR website for information on hiring process and rules governing changes to job descriptions

A combination of sources of information was used to verify statements made during interviews and to corroborate facts and inform the findings and recommendations included in this report.

## DISCUSSION

### Job Descriptions for Plumas County Auditor/Controller's Office

The 2023-24 PCCGJ noted in their report that the Auditor/Controller Office has insufficient staffing. This is due in part to COVID, the Dixie Fire and the departure of the previous Auditor. Since 2022, the Auditor's office has completed financial audits and single audits for Fiscal Years 2020-21 and 2021-22. The Auditor's Office is working diligently to complete the 2022-23 and 2023-24 audits. The late filing of audited financial statements and late Single Audits to the State Controller's Office has caused delays in federal funds that will not be released until the Single Audit is published. The late filing decreases the credit rating of the County and can also affect the County's ability to secure funding for future projects. The Assistant Auditor/Controller position has been open since December 2022, which makes it difficult to complete the required audits. The primary duty of this position is the year-end process and preparation of the financial statements, including the audits, as well as supervising the other employees in this office. Upon reviewing the job description and hiring practices in Plumas County, several issues became apparent.

- 1a** The job description for Assistant Auditor/Controller requires five years of experience and the equivalent of a four-year degree.
- 2a** All job applications are screened by the HR Department, but the Auditor/Controller doesn't see applications of applicants who might be capable of doing the job but don't meet the training/education requirements, such as former employees in that department.
- 3a** Changes to the Job Description require a resolution passed by the BOS, and this process must start with HR in January of each year.

### Job Descriptions for Plumas County Public Works Department

Transportation Planning and Road Department Engineering are important functions of the Public Works department and hiring is often needed at various levels due to employee turnover.

Open positions for Associate Engineer and Principal Transportation Planner have remained unfilled for 17 and 5 months respectively.

Initially, the position of Associate Engineer was to be advertised as Assistant/Associate Engineer and based on experience. However, only the higher level was advertised because the job description for Assistant Engineer needed to be revised. The Transportation position

was to be advertised as an entry-level Transportation Planner position to hire someone to overlap with the Principal Transportation Planner who will be retiring. Similarly, the job description for Transportation Planner needed to be revised and, due to delays, the only option was to advertise the position as Principal Transportation Planner.

During the revisions of the above-mentioned entry-level job descriptions, there were delays in the process that subsequently delayed the approvals. The process began in January 2024; however, delays were incurred during the process by both MRG (HR consulting firm) and the Chief Administrative Officer (interim HR Director). Both were, at times, not immediately responsive to emails, which delayed the MRG report and the processing of the job descriptions.

The job descriptions were finally approved by the union in October 2024 and are still pending approval by the BOS. It is possible that approval may take place in February 2025; however, this means that the job description approval process will have taken over a year. This lengthy approval process places an increased workload on others in Public Works and creates a need for hiring consultants. Once the job descriptions are approved, they can be advertised on the Plumas County website for applicants to apply. It may take well over a year to fill positions that were recognized in January 2024.

Employee turnover is particularly true for maintenance workers. If applicants do not have a required commercial license, Public Works has been willing to provide training for maintenance workers to obtain the required commercial license. Once licensed, however, applicants often seek opportunities with higher pay both in and outside of Plumas County.

There is a need to fill and support the above positions for long-term stability.

In doing this, issues and delays due to the Plumas County's current hiring practices need to be addressed first.

Upon reviewing the Public Works job descriptions and hiring practices, the following became apparent:

**1b** The Public Works Department has job openings for Associate Engineer (posted 8/17/2023) and Principal Transportation Planner (posted 9/3/2024). There have been no applicants in over 1 year for the Associate Engineer position.

**2b** The planned positions of Assistant Engineer and Transportation Planner could not be advertised until the related job descriptions were revised and approved. The approval process for these positions was lengthy and there were many handoffs during the review process, which caused delays.

**3b** The Principal Transportation Planner is retiring at the end of March 2025, and a replacement is needed. The BOS approved the Public Works Director's request for an overlap period to train the entry-level Transportation Planner. Delays with approval and advertising the position made the overlap impossible before the current employee retires. Therefore, no training or knowledge sharing will take place.

**4b** Consultants were hired due to delays in approving job descriptions and posting new positions. Consultants came from outside of Plumas County.

### Job Descriptions for Plumas County Building Department

The Building Department has had several personnel changes resulting in job openings. Two key positions are open, a building inspector and a building plan inspector. Three permit tech positions also need to be filled.

Job descriptions are current; however, there are positions that could be filled with current employees with cross training.

Upon reviewing the Building Department's job descriptions and hiring practices, the following became apparent:

**1c** The Department Head is also working as an inspector, as well as performing his administrative duties, thus potentially causing delays in services.

**2c** The paperwork for accepting resignations and retirements to pass to the HR department is cumbersome and time-consuming.

**3c** The duties of a building inspector are regulated; however, it is noted that not every applicant needs to have experience to become an inspector.

**4c** At the present time, applicants rarely come before the manager if they do not have the necessary skills/education as listed in the job description.

### Job Descriptions for Plumas County Sheriff's Department

The meeting with the Under Sheriff and members of the PCCGJ covered several key points.

The Sheriff's Office has been chronically understaffed. The Under Sheriff stated that in 31 years of service, he can only remember a period of six months during his tenure that the department was fully staffed. Currently, eight of the current ten positions are filled. These funded allocated positions require BOS approval each time they are vacated, creating delays in application and filling of said positions. Hiring and retention continue to be a problem due to low wages and limited amenities in the area.

Transitioning to the new jail facility, many job descriptions and policy changes were required to accommodate the duties of multiple personnel and procedures. This was accomplished with the help of Prentice Long LLC. Going forward, the department is also implementing a Digital Management System (DMS). This system will allow all authorized personnel to access current policies that are updated anytime there are legislative and/or regulatory changes by notification to supervisory personnel who will then update, inform/educate, and sign off as reviewed by all pertinent personnel.

It must be noted that this process/system (DMS) may be an appropriate model for other county departments.

The office has additional issues because their IT person retired, leaving a big gap due to the complexities of communications and the emergency notification system.

- 1d** The Sheriff's Department is chronically short staffed, especially in the classifications of Deputies and Dispatchers. Deputies often cover dispatches in addition to their regular hours on patrol duty.
- 2d** Retirement of a Sergeant of 29 service years as well as a Dispatcher of 28 service years and the only IT Officer with 20+ service years has left a large deficit because of experience and Plumas County specific expertise.
- 3d** The process of replacing allocated positions does not allow for a replacement in specialized positions to overlap to provide experienced specific training by the outgoing employee.
- 4d** The hiring process is improving. However, the screening process required by HR and MRG is completed before the Sheriff sees all applications. This process may exclude otherwise successful candidates for other positions. It may prevent candidates that do not qualify for the job they applied for from being recognized as qualified for a similar but different position. Currently these candidates are rejected and would have to start the hiring process over if they were not persistent or discouraged.
- 5d** The policy for replacing an allocated position requiring BOS approval slows the hiring process even further.
- 6d** Policy and procedures throughout the department have historically been on a server, which is labor intensive to maintain and requires additional documentation. The help of Prentice and Long and the implementation of the DMS have been extremely helpful in maintaining compliance with current laws and regulations.

## FINDINGS

- F1. Required experience and education requirements for some positions are too high, resulting in candidates with potential to be eliminated early in the process (e.g., Auditor/Controller office position requires both experience and a four-year degree in accounting).
- F2. New or changes to Job Descriptions require approval by the BOS. The approval process is lengthy and entails several reviews and handoffs. The process must start in HR and can only be requested once a year (in January). This results in a delay of up to 12 months or more before otherwise qualified candidates can be considered for open positions (e.g., in Auditor/Controller's Office, Public Works Department, Sheriff's Department).

- F3. Reclassification of Job Descriptions follow the same path as above (Finding 2) and require labor intensive documentation and review.
- F4. The process of filling vacated positions (e.g., Sheriff's Department) are hindered by the requirement of the department to go to the BOS to fill positions already allocated that are vacated regardless of the reason the position was vacated.
- F5. Department heads do not see applications that may meet the requirements of an open position but have been disqualified during the screening process in HR (e.g., Auditor/Controller Office, Public Works Department, Building Department, Sheriff's Department).
- F6. The Hiring Process does not include a succession plan, which would allow an overlap of incoming employees with those leaving (e.g., due to retirement) and would facilitate training and knowledge sharing (e.g., Public Works - Transportation Manager, Building Department - Building Inspector, Sheriff's Department - IT Officer, Deputy Sargent, Dispatcher).
- F7. Several positions in Plumas County have remained unfilled for months/years, resulting in increased workloads for fellow employees and/or the need to hire consultants (e.g., Auditor/Controller Office, Public Works Department, Sheriff's Department).
- F8. Low salaries and limited amenities in the rural community of Plumas County continue to be the main reasons why positions remain unfilled.
- F9. This investigation has been hindered by lack of HR leadership and by lack of collaboration between Departmental Heads. In particular, HR accountability and responsiveness were impeded when the Director of HR was placed on Administrative Leave on May 17, 2022, and the Chief Administrative Officer (as acting interim Director of HR) was placed on Administrative Leave on January 21, 2025.

## RECOMMENDATIONS

- R1. The PCCGJ recommends that the Auditor/Controller request a change to the Job Description for the Assistant Auditor/Controller position to allow experience to supersede the degree requirement. This is to take place no later than September 30, 2025. (F1)
- R2. The PCCGJ recommends that all applications are shared with the respective Hiring Manager and that the Hiring Manager is allowed to determine where experience can supersede a degree requirement. It is also recommended that the Hiring Manager

update current job descriptions with 'experience supersedes the degree requirement' where applicable. This is to take place no later than October 31, 2025. (F2) In addition, it is recommended that 'Rule 9 Application Procedure' in the Personnel Rules document be updated as follows:

**9.04 Disqualification of Applicants**

(2) Suggested wording change: The applicant fails to meet the minimum qualifications, except in cases where an applicant's experience supersedes a degree requirement.

- R3. The PCCGJ recommends that the BOS amend the Personnel Rules to allow more frequent changes to Job Descriptions. Changes in Job Descriptions should not require the extensive review and approval process as changes in Job Classification. It is recommended that approval for changes in Job Descriptions is limited to approval by HR and not the BOS. It is noted that this recommendation does not apply to job descriptions that include reclassification or when licensing/certification requirements change. The BOS will still review/approve those. This is to take place no later than October 31, 2025. (F3, F4)
- R4. The PCCGJ recommends that the BOS create a policy based on resolution of #SC 24-891, which will allow for succession planning, training and overlap in each department based on the discretion of the department head without additional BOS approval when upcoming vacancies are known. This is to take place no later than October 31, 2025. (F5)
- R5. The PCCGJ recommends that HR and the BOS place greater effort on recruitment for open Plumas County positions. This is to take place no later than October 31, 2025. (F6, F7) The following are suggested:
  - Increase multimedia exposure for unfilled positions (e.g., county websites, job fairs, social media).
  - Share all applications with the Hiring Manager (Recommendation 2) to increase the likelihood of filling positions with qualified internal candidates.
  - Offer training for internal candidates to assist with meeting position requirements.
  - Create more entry level positions, which enables building expertise within the department.

## REQUEST FOR RESPONSES

### REQUIRED RESPONSES

Pursuant to Penal Code section 933.05, the following responses are required from Plumas County Officials:

- Plumas County Board of Supervisors F2 through F9 and R1 through R5

- Plumas County Auditor/Controller F1 through F3 and F5 through F7 and F9 and R1

## INVITED RESPONSES:

- HR Interim Director
- Plumas County Sheriff
- Plumas County Public Works Manager

## BIBLIOGRAPHY

Plumas County, Employment Opportunities: <https://www.plumascounty.us/jobs.aspx>

Personnel Rules of Plumas County:

<https://www.plumascounty.us/DocumentCenter/View/26935/Personnel-Rules-of-Plumas-County---Updated-8-4-2020?bId=>



## CRV – It's Your Money



### SUMMARY

The Plumas County Civil Grand Jury (PCCGJ) elected to review the Plumas County California Redemption Value (CRV) program. For Plumas County, the CRV program is administered by the Plumas County Public Works Solid Waste Division. There were previous investigations and reports on the problems with the CRV program in Plumas County, but the PCCGJ decided an investigation of the present status of the CRV program was needed. Investigations for this report included reviewing available facilities as well as facilities that should be available. Preliminary investigation indicates buyback facilities are available that are not listed on the Public Works Solid Waste website. A review of the service provider contracts reveals that there are other facilities that should be available but are not available. The Public Works Solid Waste Division has not acted to enforce the contracts for the additional facilities listed in the contracts.

### BACKGROUND

California Beverage Container Recycling and Litter Reduction Act (AB 2020) also known as the “Bottle Bill”, was enacted in 1986 and implemented in 1987. California is currently one of 10 states in the United States with a Bottle Bill. This was updated by SB 1013 in 2018, with certain provisions becoming operative in 2014.

The original Bottle Bill created the recycling deposit system used today. The Bottle Bill requires California consumers to pay a CRV fee when they purchase designated beverages. Consumers could receive CRV refunds when they redeem containers at a recycling center or certain retailers.

Eligible beverage containers in the original CRV act were packaged in:

- Aluminum
- Glass
- Plastic
- Bi metal

Any packaged drink container or container purchased at a store with the letters CRV printed anywhere on the container requires paying a CRV deposit at the checkout line. According to the Bottle Bill, California sought to achieve an 80% recycling rate for all CRV containers sold in the state. The state anticipated that not all CRV containers would be returned for refund, thus generating revenue to be deposited into the Beverage Container Fund (BCF). The unclaimed CRV deposits in the BCF are managed by Cal Recycle. These funds were supposed to be used to subsidize the state's recycling infrastructure.

The Bottle Bill required stores that sell CRV-labeled beverages to buy back the CRV empties. Stores could also pay a fine in lieu of the buy-back requirement. However, they were exempt if there is a California State certified redemption center within a one-mile radius (five miles for rural locations). A study in 2020 revealed that even after many buy-back centers had closed, the remaining buy-back centers still accounted for more than twice the number of returned containers as retail stores.

Consumer advocates argued that with the lack of local redemption centers, the Bottle Bill's exemption fine for stores is hurting consumers. The argument was that without readily available redemption centers, the CRV deposit becomes akin to a tax. According to advocates, working class communities that depend on the money from recycling to pay bills are hurt the most.

The California Bottle Bill has since been updated in 2018, pursuant SB 1013, and broadened the scope to additional container types such as the following:

- All non-alcoholic beverages
  - Carbonated and non-carbonated fruit drinks, soft drinks, or water
  - Coffee and tea beverages
  - 100% fruit juice (less than 46 ounces)
  - 100% vegetable juice (16 ounces or less)
- Beer and malt beverages
- Wine coolers and distilled spirits coolers
- Distilled spirits in all containers, including bladders, boxes, and pouches (all sizes)
- Wine in all containers, including bladders, boxes, and pouches (all sizes)
- 100% fruit juice (46 ounces or greater)

- 100% vegetable juice (greater than 16 ounces)

As of January 1, 2025, SB 1013 will require grocery stores with no nearby recycling centers to be responsible for taking back empty beverage containers in lieu of paying a fine. When a CRV buy-back facility is available, businesses are required to post the location of the CRV redemption centers at its entrances.

## METHODOLOGY

### Interviews

The CRV committee of the Plumas County Civil Grand Jury interviewed the Director of Plumas County Public Works and the Plumas County Public Works Solid Waste Coordinator, the designated employee responsible for the Plumas County Solid Waste program.

Members of CRV committee communicated via phone, emails, and text with solid waste service providers- Waste Management (WMD) and Intermountain Disposal (IMD) and their legal representatives with regards to their contracts pertaining to CRV.

### Site Visits

Site visits by members of the CRV committee were made to various businesses involved in selling CRV products throughout Plumas County. Businesses included Safeway, Sav-Mor, Holiday Market, and Grocery Outlet, to name a few.

## DISCUSSION

Plumas County Solid Waste Division website provides information on solid waste and redemption center locations. However, a review of the information indicates some of the pertinent information on the website has not been updated since June 12, 2023, as shown in Appendix A. The California Cal Recycle Buy Back Centers website shows the new facilities in Plumas County (see APPENDIX B).

Currently, residents in areas without a recycling center are supposed to have the option of returning their bottles and cans to retailers. The stores are supposed to be recyclers of last resort. However, they are unable to process large quantities of CRV creating an inconvenience for the consumer.

The Solid Waste Coordinator (SWC) is the designated coordinator whose job it is to oversee solid waste operations. The SWC's responsibilities include interfacing with WMD and IMD. According to contracts with WMD and IMD (see APPENDIX C), these solid waste service providers are responsible for CRV facilities in specified locations if no private operations are available.

WMD has not been contacted by the Plumas County Solid Waste division concerning their contract obligations. Waste Management conducted an extensive investigation and determined that there has not been a request from Plumas County regarding this issue.

IMD acknowledges the contract requirement and is working on rectifying the deficiency. IMD indicated they had not been contacted by the Plumas County Public Works Solid Waste division concerning their obligations under the current contract.

A review of CalRecycle's website provides information on grants and loans that are available such as: Recycling Market Development Zone (RMDZ) loan program and Beverage Container Recycling Loan Program. Currently, Plumas County is not taking advantage of these programs.

Observation visits were made to various Plumas County business locations that sell CRV products. The CRV committee discovered that the signs required by the Bottle Bill were not always plainly posted and if posted were not accurate. Some signs had not been updated consistent with the current Bottle Bill and redemption facility status.

## FINDINGS

- F1. The CRV portion of the Plumas County Public Works Solid Waste Division web page has not been updated since June 2023, resulting in incorrect information on site locations.
- F2. Site visits to markets disclosed that signs at the markets were either nonexistent or had not been updated to reflect current information on site locations.
- F3. The CalRecycle website lists many recycling grants that are available, however Plumas County has not applied for the grants.
- F4. Public Works Solid Waste Division has not enforced sections of the solid waste contracts pertaining to CRV, consequently the communities are being underserved.

## RECOMMENDATIONS

Based on interviews and reviews of contracts, improvements in the administration of the Solid Waste CRV program should be made.

- R1. The PCCGJ recommends that the Plumas County Public Works Solid Waste Division website be reviewed and updated. This is to take place no later than October 31, 2025. (F1)
- R2. The PCCGJ recommends that the Plumas County Solid Waste Division explore options with the appropriate State agency for bringing retail stores into compliance with current Bottle Bill signage requirements. This is to take place no later than October 31, 2025. (F2)

- R3. The PCCGJ recommends that the Plumas County Public Works Solid Waste Division apply for available grants that would benefit Plumas County recycling efforts. This is to take place no later than October 31, 2025. (F3)
- R4. The PCCGJ recommends that the Plumas County Public Works Solid Waste Division review enforce existing with WMD and IMD and to ensure compliance with CRV. This is to take place no later than October 31, 2025. (F4)

## REQUEST FOR RESPONSES

### REQUIRED RESPONSES

Pursuant to Penal Code 933 and 933.05, the Civil Grand Jury requests responses as follows:

- Plumas County Board of Supervisors F1 through F4 and R1 through R4

### INVITED RESPONSES:

- Plumas County Public Works

## BIBLIOGRAPHY

State of California Recycling website: <https://calrecycle.ca.gov/>

Plumas County Solids Waste website: <https://www.plumascounty.us/177/Solid-Waste-Recycling>

The Press Democrat website: <https://www.pressdemocrat.com/article/news/california-bottle-bill-at-a-glance/>

The KQED website: <https://www.kqed.org/news/11961915/cashing-in-on-californias-broken-bottle-deposit-system>

The KPBS website: <https://www.kpbs.org/news/environment/2024/06/20/californias-unclaimed-bottle-deposits-820m-recycling-centers-close>

The Bottle Bill Resource Guide website: <https://www.bottlebill.org/index.php/current-and-proposed-laws/usa/california>

The NBC Bay Area website: <https://www.nbcbayarea.com/news/local/cash-in-the-can-californias-recycling-run-around/20550571/>

## APPENDIX A: Plumas County Public Works Solid Waste Page

From the Solid Waste website:

Current available "Buy-Back" Centers in Plumas County (06/12/2023):

Greenville Transfer Station

300 Greenville Dump Road  
Greenville, CA

Public Works website: <https://www.plumascounty.us/2113/Buy-Back-Centers>

## APPENDIX B: California CalRecycle Buy Back Centers in Plumas County

Program Name	Facility County	Facility Address	Facility City	Facility State	Facility Postal Code	Operation Begin Date	Rural
Feather River Disposal	Plumas	300 Greenville Dump Rd.	Greenville	CA	95947	5/1/2017	Y
Quincy Recycler	Plumas	435 N. Mill Creek Rd	Quincy	CA	95971	10/4/2023	Y
Grizzly Creek Services	Plumas	225 Taylor Ave	Portola	CA	96122	3/24/2025	Y

<https://www2.calrecycle.ca.gov/BevContainer/CertifiedPrograms/RecyclersProcessors/>

## APPENDIX C: Plumas County Solid Waste Contracts

### Waste Management Contract

#### Section 5.03

C. California Redemption Value (CRV) Recycling. Contractor shall, within ninety (90) Calendar days of notification by County of the need for such services, provide redemption services for customers who self-haul their CRV recyclable materials to a redemption facility operated by Contractor within their Service Area in the following population centers of Plumas County, where such redemption services are not offered by other recycling contractors:

1. Chester - Lake Almanor Basin
2. Greenville - Indian Valley
3. Quincy – American Valley

### Intermountain Disposal Contractor

#### Section 5.03

C. California Redemption Value (CRV) Recycling. Contractor shall, within ninety (90) Calendar days of notification by County of the need for such services, provide redemption services for customers who self-haul their CRV recyclable materials to a redemption facility operated by Contractor within their Service Area in the following population centers of Plumas County, where such redemption services are not offered by other recycling contractors:

1. Delleker
2. Graeagle



PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM

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

**FROM:** Josh Brechtel, County Counsel

**MEETING DATE:** October 21, 2025

**SUBJECT:** Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Declaring certain property Exempt Surplus Land under the Surplus Land Act; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

---

**Recommendation:**

Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Declaring certain property Exempt Surplus Land under the Surplus Land Act; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Background and Discussion:**

Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Declaring certain property Exempt Surplus Land under the Surplus Land Act; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Action:**

Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas Declaring certain property Exempt Surplus Land under the Surplus Land Act; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Fiscal Impact:**

(No General Fund Impact)

**Attachments:**

1. Bell Ln Surplus Land Act Resolution FINAL

**RESOLUTION NO. 2025- \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
PLUMAS DECLARING CERTAIN PROPERTY EXEMPT SURPLUS LAND  
UNDER THE SURPLUS LAND ACT**

**WHEREAS**, the California Surplus Lands Act ((Assembly Bill ("AB") 1486 (Statutes of 2019, Chapter 664) and AB 1255 (Statutes of 2019, Chapter 661) ("SLA" )) requires that before a Local Agency, including a County, takes any action to sell or lease surplus property, it must formally declare the property to be either "surplus land" or "exempt surplus land"; and,

**WHEREAS**, "surplus land" means land owned in fee simple for which a local agency 's governing body takes formal action at a regular public meeting declaring that such land is surplus and is not necessary for the agency' s use; and,

**WHEREAS**, the SLA exempts certain properties , "exempt surplus lands," from the mandatory notification and negotiation procedures, including, without limitation, certain properties conveyed for affordable housing developments purposes ; and,

**WHEREAS**, the County of Plumas , a political subdivision of the State of California ("County"), is the legal fee owner of record of approximately 0.96 acres of real property in the City of Quincy, located at 527 & 529 Bell Ln., specifically referred to as Assessor's Parcel Number ("APN") Number 117-021-001, as further described on the Legal Description attached hereto as Exhibit A (collectively, the "Property"); and,

**WHEREAS**, the Board finds that the Property has not been used for any purpose by County in two years, that the land is surplus and is not necessary for the County's use, and is falling into disrepair; and,

**WHEREAS**, the County of Plumas desires to transfer the surplus land to the Plumas District Hospital District ("District"), as Plumas District Hospital has stated they are intending to create a Perinatal Services Facility for the citizens of Plumas County and District is an independent Special district of the State of California; and,

**WHEREAS**, the Property qualifies for an exemption from the SLA because the proposed Project meets the exemption criteria outlined in the Government Code Section 54221(f)(1)(D) which states in relevant part: "(1) Except as provided in paragraph (2), "exempt surplus land" means any of the following...(D) Surplus land that a local agency is transferring to another local, state, or federal agency, or to a third-party intermediary for future dedication for the receiving agency's use; and,

**WHEREAS**, the Property is exempt from the requirement of sending a written notice of the availability of surplus land for open-space purposes to the entities described in subdivision (b) of Govt. Code § 54222 before disposing of this surplus land as the Property does not have the characteristics as described in Govt Code § 54221 (2) (A), (B), (C), and (D); and,

**WHEREAS**, the Board of Supervisors acknowledges that this proposed resolution was submitted to the Department of Housing and Community Development (HCD), and HCD has found that the submitted documentation and assertions by the County are complete and accurate, and that the Property qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(D) as confirmed in the HCD Review attached hereto as Exhibit B.

**WHEREAS**, the Board of Supervisors has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the California Surplus Lands Act, based on the findings and justifications contained in this Resolution.

**NOW THEREFORE, BE IT RESOLVED** by the Plumas County Board of Supervisors as follows:

1. Board of Supervisors hereby incorporates by this reference the recitals set forth above as true and correct.
2. The Board finds and determines that the Property is "exempt surplus land" under the SLA because it meets the exemption criteria contained in Government Code Section 54221(f)(1)(D) and the Updated Surplus Lands Act Guidelines ("Guidelines") Section I 03(c)(7)(A).

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 21<sup>st</sup> day of October 2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

---

Kevin Goss Chair, Board of Supervisors

---

Allen L. Hiskey, Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney  
County Counsel's Office



## EXHIBIT B

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

### DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

#### DIVISION OF HOUSING POLICY DEVELOPMENT

651 Bannon Street, Suite 400, Sacramento, CA 95811

(916) 263-2911 / FAX (916) 263-7453

[www.hcd.ca.gov](http://www.hcd.ca.gov)



August 12, 2025

Joshua Brechtel, County Counsel for County of Plumas  
Plumas County  
520 Main St. Rm 115  
Quincy CA, 9571

SENT VIA EMAIL TO: [joshbrechtel@countyofplumas.com](mailto:joshbrechtel@countyofplumas.com)

Dear Joshua Brechtel:

**RE: HCD's Review of County of Plumas' Resolution No. 2025-9043 and Supporting Documentation Declaring Property Located at 527 & 529 Bell Lane with APN 117-021-001 as "Exempt Surplus Land"**

Thank you for notifying the California Department of Housing and Community Development (HCD) of the County of Plumas' (County) determination of APN 117-021-001 (Property), as "exempt surplus land." Your complete documentation was received on July 16, 2025.

HCD reviewed Resolution No. 2025-9043 (Resolution) pursuant to Section 400 of the Surplus Land Act Guidelines. As explained below, HCD finds that the Property qualify as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(D).

#### Analysis

Pursuant to Government Code section 54221, subdivision (f)(1)(D), exempt surplus land is "Surplus land that a local agency is transferring to another local, state, or federal agency, or to a third-party intermediary for future dedication for the receiving agency's use, or to a federally recognized California Indian tribe. If the surplus land is transferred to a third-party intermediary, the receiving agency's use must be contained in a legally binding agreement at the time of transfer to the third-party intermediary."

According to the Resolution, the County is legal fee owner of the Property. The Resolution indicates that the Property is approximately 0.96 acres and is not necessary for agency use. The County desires to transfer the Property to the Plumas Hospital District (District) for its use. The District intends to use the Property to create a Perinatal Services Facility for the citizens of the County. The County Resolution declared the Property exempt and found that it meets the exemption requirements of Government Code section 54221, subdivision (f)(1)(D).

SLA0001947

According to the Resolution the characteristics found in Government Code section 54221, subdivision (f)(2), do not apply to the Property and, therefore, a written notice of availability for open-space purposes is not required.

### **Conclusion**

If the submitted documentation and assertions by the County are complete and accurate, HCD finds that the Property qualifies as “exempt surplus land” under Government Code section 54221, subdivision (f)(1)(D).

If you have any questions or need additional technical assistance, please contact Gabriel Pena-Lora, Senior Housing Policy Specialist, at [gabriel.pena-lora@hcd.ca.gov](mailto:gabriel.pena-lora@hcd.ca.gov).

Sincerely,



Laura Nunn  
Senior Manager, Housing Accountability Unit  
Housing Policy Development



PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM

---

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

**FROM:** Josh Brechtel, County Counsel

**MEETING DATE:** October 21, 2025

**SUBJECT:** Adopt **RESOLUTION** of the Board of Supervisors of Plumas County granting the Real Property consisting of the Parcel described as APN: 117-021-001, to the Plumas Hospital District for the purpose of establishing a Perinatal Center for the Citizens of Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

---

**Recommendation:**

Adopt **RESOLUTION** of the Board of Supervisors of Plumas County granting the Real Property consisting of the Parcel described as APN: 117-021-001, to the Plumas Hospital District for the purpose of establishing a Perinatal Center for the Citizens of Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Background and Discussion:**

Adopt **RESOLUTION** of the Board of Supervisors of Plumas County granting the Real Property consisting of the Parcel described as APN: 117-021-001, to the Plumas Hospital District for the purpose of establishing a Perinatal Center for the Citizens of Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Action:**

Adopt **RESOLUTION** of the Board of Supervisors of Plumas County granting the Real Property consisting of the Parcel described as APN: 117-021-001, to the Plumas Hospital District for the purpose of establishing a Perinatal Center for the Citizens of Plumas County; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

**Fiscal Impact:**

(No General Fund Impact)

**Attachments:**

1. Bell Ln Grant Deed Resolution FINAL
2. Grant Deed FINAL-DHMSFHS3

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS  
COUNTY GRANTING THE REAL PROPERTY CONSISTING OF THE PARCEL  
DESCRIBED AS: APN: 117-021-001, TO THE PLUMAS HOSPITAL DISTRICT  
FOR THE PURPOSE OF ESTABLISHING A PERINATAL CENTER FOR THE  
CITIZENS OF PLUMAS COUNTY**

**WHEREAS**, the Board of Supervisors of Plumas County has been fully advised of the current and proposed ownership of the parcel numbers and responsibility of said property described in the Legal Description attached hereto as Exhibit A and the Legal Boundary Map attached hereto as Exhibit B, including all structures on the parcels that currently exist on that property; and,

**WHEREAS**, the Board of Supervisors of Plumas County has authority under Cal. Government Code § 25365 to, by a four-fifths vote, grant, convey, quitclaim, assign, or otherwise transfer to any city, or any other public agency within the county or exchange with those public agencies, any real or personal property, or interest therein belonging to the county upon the terms and conditions as are agreed upon if the property or interest therein to be granted and conveyed or quitclaimed is not required for County use; and,

**WHEREAS**, the Board of Supervisors of Plumas County has found and determined that the real property in fee simple consisting of the parcels described as APN: 117-021-001 is determined to be exempt, surplus land pursuant to Govt Code 54221(f)(1)(D) as reflected in Resolution 25 - \_\_\_\_\_ adopted on October 21, 2025; and,

**WHEREAS**, the Board of Supervisors of Plumas County has found and determined that it is in the best interest of the County of Plumas to hereby grant said property from Plumas County to the Plumas Hospital District in order to provide a location for a perinatal center for the citizens of Plumas County

**WHEREAS**, the Board of Supervisors of Plumas County has found and determined, as memorialized in Plumas Hospital District Resolution 2025-5, that the Plumas Hospital District will hereby accept any and all operation and maintenance responsibilities for the property immediately upon the approval of this Resolution and execution and delivery of the Grant Deed in the form attached hereto as Exhibit C.

**NOW, THEREFORE BE IT RESOLVED** the Board of Supervisors of the County of Plumas, State of California;

1. Authorizes the Grant Deed in the form attached hereto as Exhibit C transferring the real property described as APN: 117-021-001 and the structures located thereon to the Plumas Hospital District.

**BE IT FURTHER RESOLVED** that Pluma County will cease to perform any and all operation and maintenance responsibilities for said property immediately upon approval of this Resolution and the execution and delivery of the Grant Deed attached hereto as Exhibit C to the District.

PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of October 2025 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

---

Kevin Goss Chair, Board of Supervisors

---

Allen L. Hiskey, Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney  
County Counsel's Office  
Page 348 of 363

RECORDED AND INDEXED BY	
JAMES WESTON RECORDER OF CLERK'S OFFICE	
JANUARY 10, 1973	
County of Plumas c/o County Clerk Gurney Ca 95747	
RECEIVED	1
APPROVED	1
CITY &	1
STATE	1
Title Order No. 16901 Escrow No. _____	

RECORDED AT REQUEST OF  
THE CHURCH OF CHRIST  
JULY 22, 1975  
VOL. 264 - 353  
Official records  
FBI - 23

L.S.H. 10

### DISCUSSION ONLY

P. 22 - 3

Fee No Fee

• SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

Documentary transfer tax \$..... 59.40.....  
 Computed on full value of property conveyed, or  
 Computed on (imp.) value less liens and encumbrances  
remaining thereon at time of sale.

Western Title Company, *R. J. H.*

Signature of declarant or agent determining tax — firm name

## Individual Grant Deed

WESTERN TITLE FORM NO. 194

FOR VALUE RECEIVED, STEVEN L. CHRISTENSEN and RAY VERN CHRISTENSEN, his wife,

GRANT.....to COUNTY OF PLUMAS, a political subdivision of the State of California.

13. That and property situated in the unincorporated area of the

County of PLUMAS, State of California, described as follows:

Portion of Lot 4 in Section 7 of Township 26 North, Range 10 East, N.D.M., and of the  $\frac{3}{4}$  of the  $\frac{1}{4}$  of section 12, Township 25 North, Range 9 East, N.D.M., described as follows:

BEGINNING at a point in the center of the County Road leading from Quincy to Fairney section, which said point is South  $8^{\circ} 16' 45''$  West 1605.9 feet from the one quarter section corner between said sections 7 and 12, above referred to; running thence South  $35^{\circ} 27' 00''$  East 237.8 feet; thence South  $53^{\circ} 48' 00''$  West 175.0 feet; thence North  $35^{\circ} 27' 00''$  West 237.8 feet; thence North  $53^{\circ} 48' 00''$  East 175.0 feet to the point of beginning.

APP 117-021-01

22nd Aug. 1881 1925  
John C. Christian  
Stephen L. Christianson

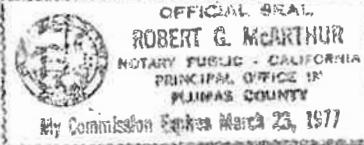
Kay Marie Christensen  
Kay Marie Christensen

STATE OF CALIFORNIA

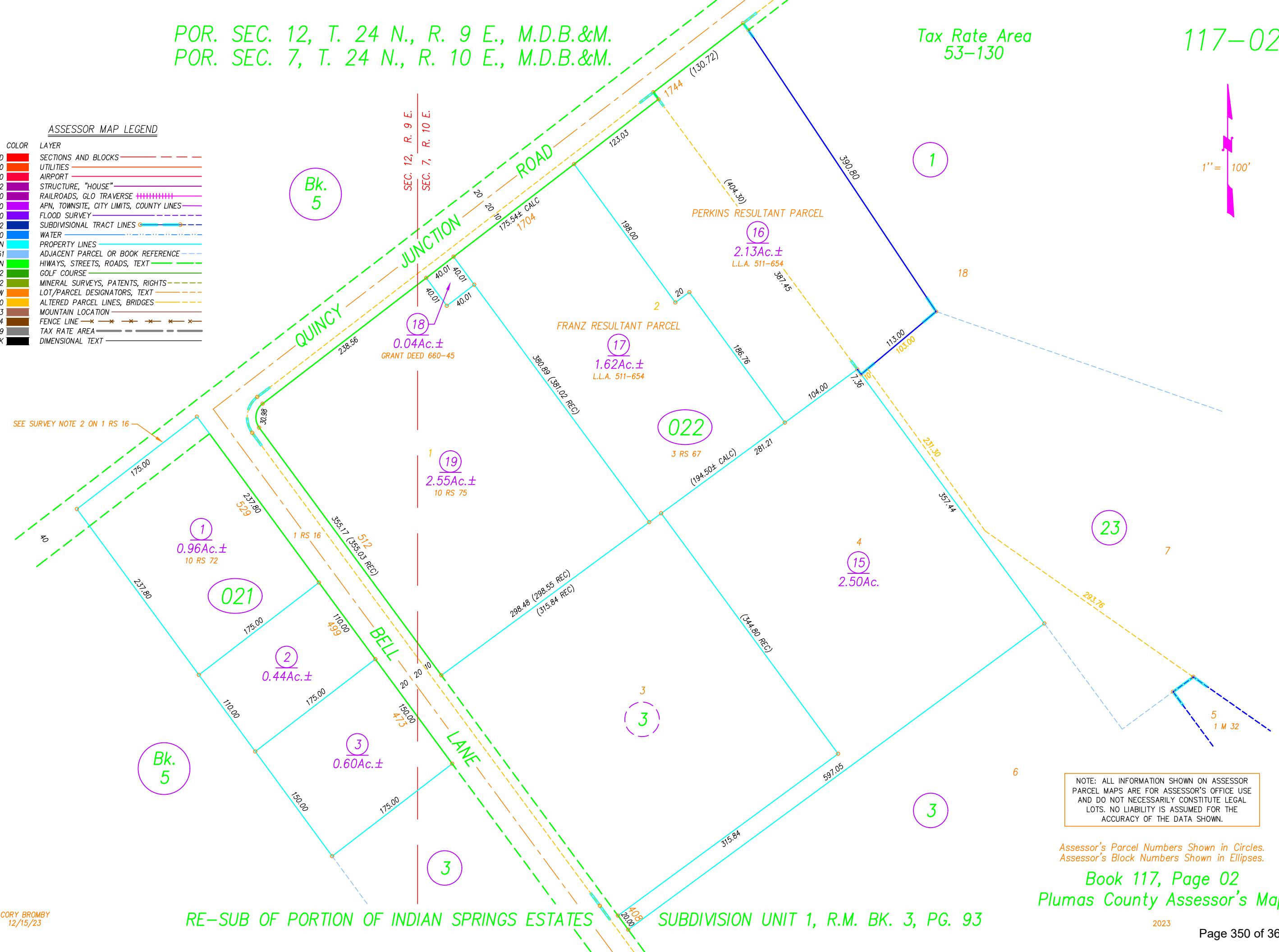
On 1 June 1975 before us, the undersigned,  
a Notary Public, in and for said State, personally appeared  
Steven L. Christensen & Kay Marie Christensen  
known to us to be the person(s) whose name is subscribed  
to the within instrument, and acknowledged to us that  
it is executed in their names.

*Robert G. Reeder*  
Austin, Texas

图 2-21 AC25602 逻辑功能框图



ASSESSOR MAP LEGEND	
COLOR	LAYER
RED	SECTIONS AND BLOCKS
20	UTILITIES
240	AIRPORT
212	STRUCTURE, "HOUSE"
210	RAILROADS, GLO TRAVERSE
200	APN, TOWNSITE, CITY LIMITS, COUNTY LINES
190	FLOOD SURVEY
162	SUBDIVISIONAL TRACT LINES
150	WATER
CYAN	PROPERTY LINES
151	ADJACENT PARCEL OR BOOK REFERENCE
GREEN	HIWAYS, STREETS, ROADS, TEXT
82	GOLF COURSE
62	MINERAL SURVEYS, PATENTS, RIGHTS
YELLOW	LOT/PARCEL DESIGNATORS, TEXT
40	ALTERED PARCEL LINES, BRIDGES
23	MOUNTAIN LOCATION
34	FENCE LINE
9	TAX RATE AREA
BLACK	DIMENSIONAL TEXT



# EXHIBIT C

## RECORDING REQUESTED BY AND RETURN TO:

**PLUMAS COUNTY CLERK OF THE BOARD**  
**520 Main St. 308**  
**Plumas County, CA 95971**  
**Attn: Allen Hiskey**

(SPACE ABOVE FOR RECORDER'S USE ONLY)

---

## GRANT DEED

---

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

hereinafter called Grantor, hereby grants to PLUMAS HOSPITAL DISTRICT, an independent Special District, hereinafter called Grantee, the real property described herein:

Legal Description

See Attached Exhibit A and B

(APN 117-021-001)

The property consists of approximately 0.96 acres of real property in the City of Quincy, located at 527 & 529 Bell Ln., specifically referred to as Assessor's Parcel Number ("APN") Number 117-021-001, as further described on the Legal Description attached hereto as Exhibit A and B (collectively, the "Property").

Dated: \_\_\_\_\_, \_\_\_\_\_.

This is to certify that the interest in real property conveyed by the deed or grant dated October 21, 2025, from County of Plumas to Plumas Hospital District, a political corporation and/or governmental agency is hereby accepted by the undersigned officer or agent on behalf of the Plumas Hospital District pursuant to authority conferred by resolution of the Plumas Hospital District adopted on October 2, 2025, and the grantee consents to recordation thereof by its duly authorized officer.

Dated

By: \_\_\_\_\_  
Title: \_\_\_\_\_

---

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

By \_\_\_\_\_

---

Print name and title

By \_\_\_\_\_

Print name and title

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

State of California

County of Plumas

On \_\_\_\_\_, before me, Allen Hiskey, Plumas County Clerk of the Board, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature of Clerk of the Board

RECORDED AND INDEXED BY	
JAMES WESTON RECORDER OF CLERK'S OFFICE	
JANUARY 10, 1973	
County of Plumas c/o County Clerk Gurney Ca 95747	
RECEIVED	1
APPROVED	1
CITY &	1
STATE	1
Title Order No. 16901 Escrow No. _____	

RECORDED AT REQUEST OF  
INCHIANG-TE CHINA CO. LTD.  
JULY 22, 1973  
11-31 1000 P.M. 12  
VOL 204 11 358  
Official records  
FILE NO. 123

三

### DISCUSSIONS

P. 200. 3

Fee No Fee

SPACE ABOVE THIS LINE FOR RECORDS

Documentary transfer tax \$.....59.40.....  
 Computed on full value of property conveyed, or  
 Computed on full value less liens and encumbrances  
remaining thereon at time of sale.

Western Title Company, *R. H. R.*  
Signature of declarant or agent determining tax — Form 200-2

signature or signature of agent determining tax — firm name

## Individual Grant Deed

WESTERN TITLE FORM NO. 104

FOR VALUE RECEIVED, STEPHEN CHRISTENSEN and KAY VRIE CHRISTENSEN, his wife,

GRANT 10 COUNTY OF SISKIYOU, a political subdivision of the State of California.

and that said property abuts in the unincorporated areas of the

County of PLUMAS, State of California, described as follows:

Portion of Lot 4 in Section 7 of Township 26 North, Range 10 East, N.D.M., and of the  $\frac{1}{2}$  of the  $\frac{1}{2}$  of section 12, Township 26 North, Range 9 East, N.D.M., described as follows:

beginning at a point in the center of the County Road leading from Quincy to Fairney section, which said point is South  $8^{\circ} 16' West$  1605.9 feet from the one quarter section corner between said sections 7 and 12, above referred to; running thence South  $35^{\circ} 27' East$  237.8 feet; thence South  $53^{\circ} 48' West$  175.0 feet; thence North  $35^{\circ} 27' West$  237.8 feet; thence North  $53^{\circ} 48' East$  175.0 feet to the point of beginning.

APP 117-021-01

2024. Aug. 21, 1975. 10-75  
Stephen Christensen  
Stephen L. Christensen

Key West Plantation  
Key West, Christensen

STATE OF CALIFORNIA

Property of Sioux City.  
On 1 Sept 1975, before the undersigned,  
a Negro female, in her late 20's, physically appeared  
Steven L. Christensen & Kay Marie Christensen  
known to me to be the person whose name is John,  
submitted to the witness her mark and acknowledged to me that  
she is consent the name.

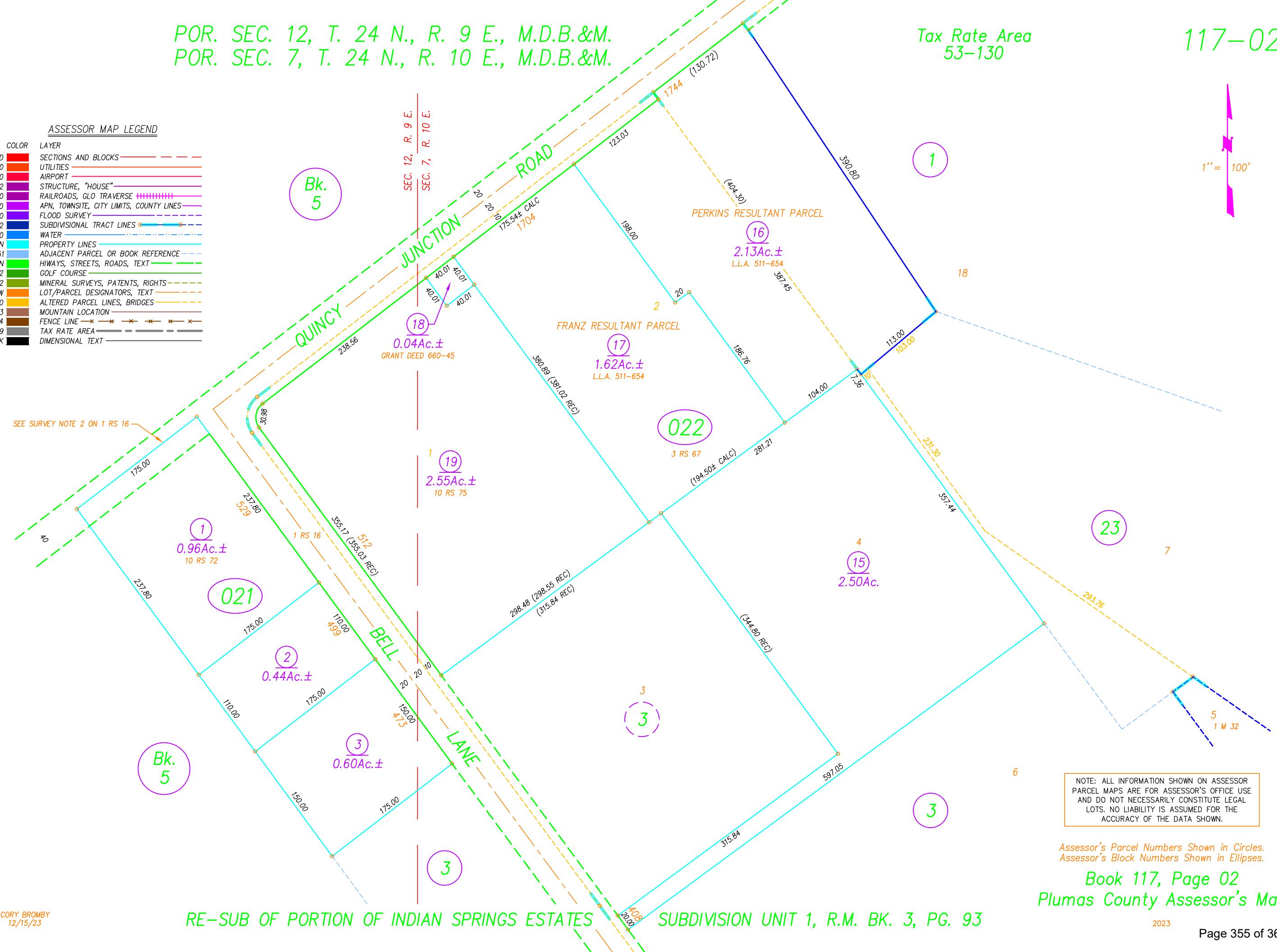
Robert G. Heister  
Acuity Public

图 4-11 18650 电池单体电压与 SOC 的关系



OFFICIAL SEAL  
ROBERT G. McARTHUR  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
PLUMAS COUNTY  
Amador Notary March 25, 1977

ASSESSOR MAP LEGEND	
COLOR	LAYER
RED	SECTIONS AND BLOCKS
20	UTILITIES
240	AIRPORT
212	STRUCTURE, "HOUSE"
210	RAILROADS, GLO TRAVERSE
200	APN, TOWNSITE, CITY LIMITS, COUNTY LINES
190	FLOOD SURVEY
162	SUBDIVISIONAL TRACT LINES
150	WATER
CYAN	PROPERTY LINES
151	ADJACENT PARCEL OR BOOK REFERENCE
GREEN	HIWAYS, STREETS, ROADS, TEXT
82	GOLF COURSE
62	MINERAL SURVEYS, PATENTS, RIGHTS
YELLOW	LOT/PARCEL DESIGNATORS, TEXT
40	ALTERED PARCEL LINES, BRIDGES
23	MOUNTAIN LOCATION
34	FENCE LINE
9	TAX RATE AREA
BLACK	DIMENSIONAL TEXT



**RECORDING REQUESTED BY AND RETURN TO:**

**PLUMAS COUNTY CLERK OF THE BOARD**  
**520 Main St. 308**  
**Plumas County, CA 95971**  
**Attn: Allen Hiskey**

(SPACE ABOVE FOR RECORDER'S USE ONLY)

---

**GRANT DEED**

---

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

hereinafter called Grantor, hereby grants to PLUMAS HOSPITAL DISTRICT, an independent Special District, hereinafter called Grantee, the real property described herein:

Legal Description

See Attached Exhibit A and B

(APN 117-021-001)

The property consists of approximately 0.96 acres of real property in the City of Quincy, located at 527 & 529 Bell Ln., specifically referred to as Assessor's Parcel Number ("APN") Number 117-021-001, as further described on the Legal Description attached hereto as Exhibit A and B (collectively, the "Property").

Dated: \_\_\_\_\_, \_\_\_\_\_.

This is to certify that the interest in real property conveyed by the deed or grant dated October 21, 2025, from County of Plumas to Plumas Hospital District, a political corporation and/or governmental agency is hereby accepted by the undersigned officer or agent on behalf of the Plumas Hospital District pursuant to authority conferred by resolution of the Plumas Hospital District adopted on October 2, 2025, and the grantee consents to recordation thereof by its duly authorized officer.

Dated

By: \_\_\_\_\_  
Title: \_\_\_\_\_

---

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

By \_\_\_\_\_

---

Print name and title

By \_\_\_\_\_

Print name and title

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

State of California

County of Plumas

On \_\_\_\_\_, before me, Allen Hiskey, Plumas County Clerk of the Board, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

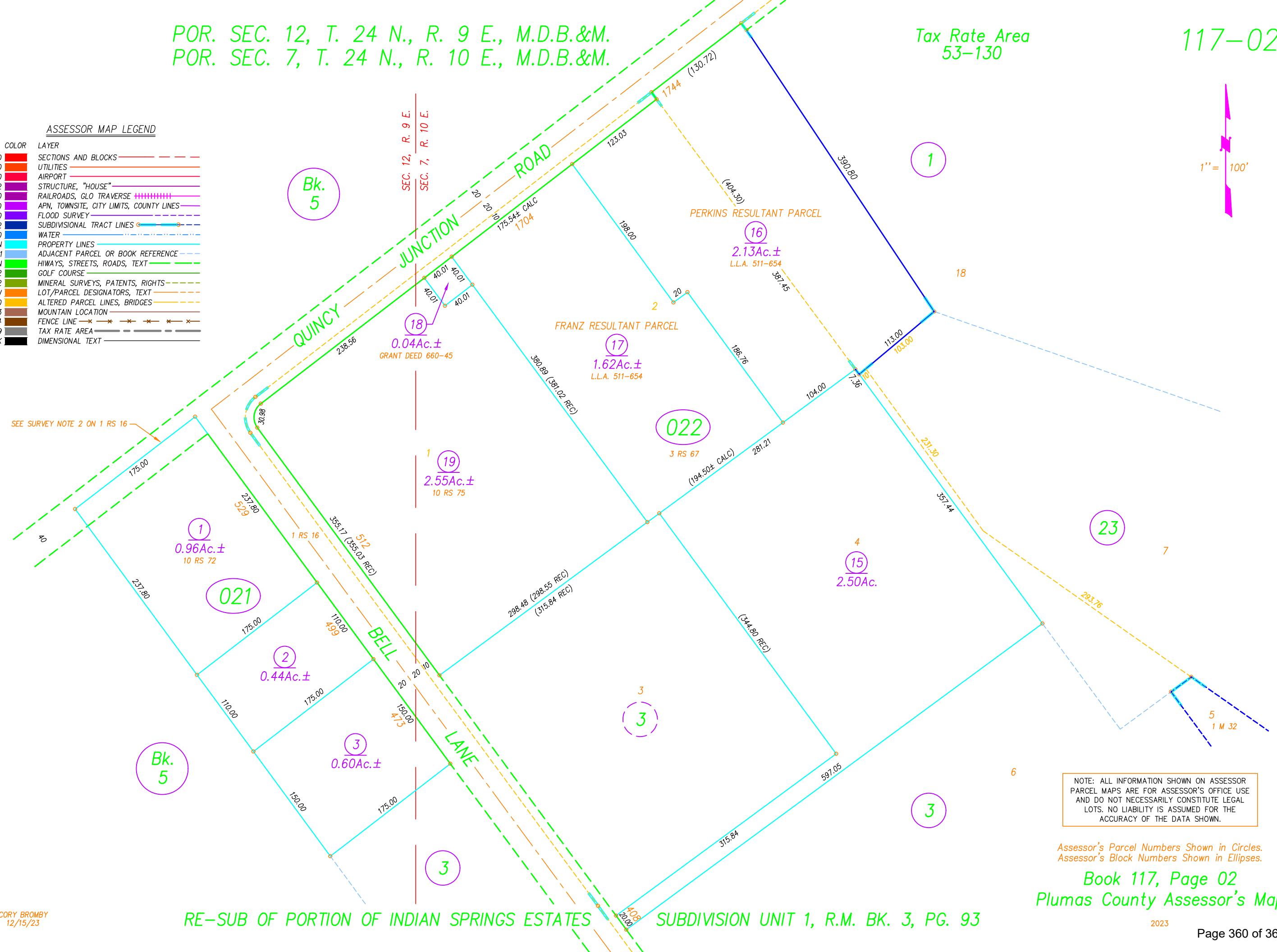
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature of Clerk of the Board





NOTE: ALL INFORMATION SHOWN ON ASSESSOR PARCEL MAPS ARE FOR ASSESSOR'S OFFICE USE AND DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.

Assessor's Parcel Numbers Shown in Circles.  
Assessor's Block Numbers Shown in Ellipses.

Book 117, Page 02  
Plumas County Assessor's Map



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

---

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

**FROM:** Kevin Goss, Supervisor - District 2, Chair

**MEETING DATE:** October 21, 2025

**SUBJECT:** Approve and authorize Plumas County Board of Supervisors to pay UpState CA. (Shasta-Cascade Wonderland Corporation a non-contract invoice in the amount of \$3,000 for advertisement in the 2026 UpState Visitors Guide; (General Fund Impact) use of budget line item (2003052 / 521811); discussion and possible action; **Four/fifths Roll call vote.**

---

**Recommendation:**

Approve and authorize Plumas County Board of Supervisors to pay UpState CA. (Shasta-Cascade Wonderland Corporation a non-contract invoice in the amount of \$3,000 for advertisement in the 2026 UpState Visitors Guide; (General Fund Impact) use of budget line item (2003052 / 521811); discussion and possible action; **Four/fifths Roll call vote.**

**Background and Discussion:**

This invoice is for advertisement in the UpState Visitors Guide from July 1, 2025 - June 30, 2026.

**Action:**

Approve and authorize Plumas County Board of Supervisors to pay UpState CA. (Shasta-Cascade Wonderland Corporation a non-contract invoice in the amount of \$3,000 for advertisement in the 2026 UpState Visitors Guide; (General Fund Impact) use of budget line item (2003052 / 521811); discussion and possible action; **Four/fifths Roll call vote.**

**Fiscal Impact:**

General Fund Impact 2003052/521811

**Attachments:**

1. Item No. 4.A



**Shasta-Cascade  
Wonderland Association**

1699 Highway 273  
Anderson, CA 96007  
530-365-7500

**INVOICE**

Invoice Number: 25-26MEM-708213  
Invoice Date: 7/1/2025

**BILL TO:**  
Plumas County  
520 Main St., Room 309  
Quincy, CA 95971

Member Name		Member ID	Due Date
Plumas County		708213	Upon Receipt

Description	Amount
July 1, 2025 – June 30, 2026	
County Bundle	\$ 3,000.00
County Bundle (Qty 1 at \$3000)	
<b><u>Optional ad space available in the 2026 UpStateCA Visitors Guide- From 1/6 page and up</u></b>	
** Please contact Lisa May with any questions or if you would like to add or change marketing options 530-515-8485	

Invoice Amount	\$ 3,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>\$ 3,000.00</b>

**PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT. THANK YOU!**

**Please make checks payable to Shasta-Cascade Wonderland Association.**

The Shasta-Cascade Wonderland Association is a 501(c)(6) not-for-profit corporation. Payments are not tax-deductible as a charitable contribution, but they may be deductible as ordinary and necessary business expenses [IRC 6113 subsection (50)(41)(8)].



**PLUMAS COUNTY  
BOARD OF SUPERVISORS  
MEMORANDUM**

---

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

**FROM:** Allen Hiskey, Clerk of the Board

**MEETING DATE:** October 21, 2025

**SUBJECT:** November 11, 2025, Board of Supervisors meeting, discussion on whether to have two meetings in November or hold another meeting in the month. Also, the Board of Supervisors and the Clerk of the Board are working on an annual calendar for the meetings, discussion and possible direction to staff.

---

**Recommendation:**

November 11, 2025, Board of Supervisors meeting, discussion on whether to have two meetings in November or hold another meeting in the month. Also, the Board of Supervisors and the Clerk of the Board are working on an annual calendar for the meetings, discussion and possible direction to staff.

**Background and Discussion:**

November 11, 2025 is Veterans Day and the County will be closed.

**Action:**

November 11, 2025, Board of Supervisors meeting, discussion on whether to have two meetings in November or hold another meeting in the month. Also, the Board of Supervisors and the Clerk of the Board are working on an annual calendar for the meetings, discussion and possible direction to staff.

**Fiscal Impact:**

No General Fund Impact.

**Attachments:**

None