



## **BOARD OF SUPERVISORS**

Michael Sanchez, Vice Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Lori Simpson, 4<sup>th</sup> District

Jeff Engel, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF MARCH 20, 2018 TO BE HELD AT 11:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

**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 person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.**

**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.

## STANDING ORDERS

11:00 A.M. **CALL TO ORDER/ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

### **1. 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**

- 1) Authorize the Auditor/Controller to pay invoice of \$1,932, without a contract, to Department of General Services for review of County Real Estate Due Diligence package as required by SB844
- 2) Authorize the Sheriff to recruit and fill vacant, funded and allocated 1.0 FTE Correctional Sergeant position, created by resignation

#### **B) FACILITY SERVICES & AIRPORTS**

- 1) Approve donation of three pool cars, no longer running and beyond repair, to the Quincy Fire Protection District for Plumas County Fire Academy extrication training
- 2) Adopt **RESOLUTION** Approving the Applicant to Apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; approved as to form by County Counsel

#### **C) PUBLIC HEALTH AGENCY**

Approve and authorize the Chair to sign the following subcontracts to support ongoing efforts of the Northern Sierra Opioid Safety Coalition: AEGIS1819PCIRC, Plumas Crisis Intervention & Resource Center (PCIRC) \$15,000; and AEGIS1819LCPH, Lassen County Public Health \$20,098; approved as to form by County Counsel

#### **D) PUBLIC WORKS**

- 1) Approve and authorize the Chair to sign Amendment No. 6 to contract between County of Plumas and Bender Rosenthal, Inc., not to exceed \$5,500, to provide right-of-way engineering and acquisition services for Bucks Lake Road Storm Damage Repair Project at Haskins Creek; approved as to form by County Counsel
- 2) Authorize Public Works to purchase five (5) bus shelters, not to exceed \$55,967, for placement in the communities of Chester, Greenville and Quincy

## **2. MINETWORKS**

Presentation by MINetworks regarding proposal to use the Plumas County Airport Gas Light Tower for wireless internet services, in exchange for maintenance of the existing tower; discussion and possible action

## **3. DEPARTMENTAL MATTERS**

### **A) PUBLIC WORKS – Robert Perreault**

Adopt **ORDINANCE**, first introduced on March 13, 2018, Amending Sections of Chapter 3 of Title 4 of the Plumas County Code Concerning Parking on Lee Road. **Roll call vote**

### **B) FACILITY SERVICES & AIRPORTS – Kevin Correira**

Declare 66.7 acres in Indian Valley, acquired for developing a fourth airport, as surplus; and direct Facility Services to return to the Board with a Resolution of intention to sell the subject property pursuant to Government Code §25526; discussion and possible action

### **C) AUDITOR/CONTROLLER – Roberta Allen**

Authorize Auditor/Controller to enter into SaaS Agreement with Tyler Technologies, Inc. for upgrading Plumas County's general ledger and payroll software; approved as to form by County Counsel.

## **4. BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair to sign Public Defender Contract between County of Plumas and Attorney Craig Osborne, for Attorney's Services Rendered Under Court Appointment, replacing Attorney Doug Prouty; discussion and possible action
- B. Continued from March 6, 2018, discussion and possible action regarding the position of County Administrative Officer and supporting job description
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

## **5. CLOSED SESSION**

### **ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Personnel: Public employee performance evaluation – Fair Manager
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

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

## **ADJOURNMENT**

Adjourn meeting to Tuesday, April 3, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.



# Office of the Sheriff

## Office of Emergency Services

1A1

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** March 6, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood 

**RE:** Agenda Items for the meeting of March 20, 2018

**It is recommended that the Board:**

Authorize Auditor to pay invoice to Department of General Services for services provided without a service contract.

**Background and Discussion:**

The Department of General Services reviewed the County Real Estate Due Diligence package as required by SB844 – Adult Local Criminal Justice Facilities Construction Program. This expense pertains to the building of the new Plumas County Public Safety & Rehabilitation Center.

The Sheriff's Office respectfully requests Board approval to submit invoice #0000001104641 in the amount of \$1,932.00 received from Department of General Services to the Auditor for payment and authorize the Auditor to pay the invoice submitted without a service contract.

# COUNTY OF PLUMAS

STATE OF CALIFORNIA

VENDOR/  
CLAIMANT **DEPARTMENT OF GENERAL SERVICES**

**VENDOR #**

ADDRESS P.O. BOX 989053

**CITY/ST./ZIP WEST SACRAMENTO, CA 95798-9053**

FUND # 0093

Contract Attached Y/N

Sales Tax Journal Attached Y/N        #

Fixed Asset Form Attached Y/N

W/9 Form Attached Y/N

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

---

**FIRM NAME**

3/6/2018

DATE

---

BY

**TITLE**

**SIGNATURE OF CLAIMANT/VENDOR**

<b>Auditor's Use Only</b>		<b>DEPARTMENT/DISTRICT APPROVAL:</b>
Vendor #	I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles have been delivered or the services have been performed by the claimant as set forth with the exception noted.	
Audited		
Input		
Checked		
Date Stamp:		
	Claim is thereby approved for the sum of Signed	\$1,932.00
	Title	<i>Don Jolley</i>
	<b>For Districts</b>	
	District _____	
	If applicable: _____	
	Second Signature _____	



GENERAL SERVICES

Department of General Services

## INVOICE

Page 1 of 3

Office Name: RESD-Asset Mgmt. Branch  
 Type of Service: 2870-RESD-AMB-Real Property Svcs

Customer ID	Customer Name and Address
0B3149	<del>PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS 1834 EAST MAIN ST QUINCY CA 95971</del>

Invoice Date	Invoice ID
21-Feb-2018	0000001104641

*Sheriff*

Project Title: Plumas County Jail and Day Rep  
 Address: PLUMAS COUNTY  
 PLUMAS COUNTY  
 CA

Service Period: 01-2018 to 01-2018

Bill Line No.	Description	Project	Activity	Transaction Date	Order Number	Quantity	Price/Rate	Amount
1	RPSS Single Hourly Rate	000000000003457	RT	01/17/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL							Expenditure Type: REG	
2	RPSS Single Hourly Rate	000000000003457	RT	01/19/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL							Expenditure Type: REG	
3	RPSS Single Hourly Rate	000000000003457	RT	01/22/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL							Expenditure Type: REG	
4	RPSS Single Hourly Rate	000000000003457	RT	01/23/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL							Expenditure Type: REG	
5	RPSS Single Hourly Rate	000000000003457	RT	01/24/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL							Expenditure Type: REG	
6	RPSS Single Hourly Rate	000000000003457	RT	01/25/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL							Expenditure Type: REG	
7	RPSS Single Hourly Rate	000000000003457	RT	01/26/2018		1.32	138.00	\$182.16
Empl/Supplier: CARDWELL,JILL							Expenditure Type: REG	
8	RPSS Single Hourly Rate	000000000003457	RT	01/17/2018		0.68	138.00	\$93.84



GENERAL SERVICES

Department of General Services

## INVOICE

Page 2 of 3

Office Name: RESD-Asset Mgmt. Branch  
Type of Service: 2870-RESD-AMB-Real Property Svcs

Customer ID	Customer Name and Address
0B3149	PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS 1834 EAST MAIN ST QUINCY CA 95971

Invoice Date	Invoice ID
21-Feb-2018	0000001104641

Project Title: Plumas County Jail and Day Rep  
Address: PLUMAS COUNTY  
PLUMAS COUNTY  
CA

Service Period: 01-2018 to 01-2018

Bill Line No.	Description	Project	Activity	Transaction Date	Order Number	Quantity	Price/Rate	Amount
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
9	RPSS Single Hourly Rate	000000000003457	RT	01/19/2018		0.68	138.00	\$93.84
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
10	RPSS Single Hourly Rate	000000000003457	RT	01/22/2018		0.68	138.00	\$93.84
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
11	RPSS Single Hourly Rate	000000000003457	RT	01/23/2018		0.68	138.00	\$93.84
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
12	RPSS Single Hourly Rate	000000000003457	RT	01/24/2018		0.68	138.00	\$93.84
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
13	RPSS Single Hourly Rate	000000000003457	RT	01/25/2018		0.68	138.00	\$93.84
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG
14	RPSS Single Hourly Rate	000000000003457	RT	01/26/2018		0.68	138.00	\$93.84
Empl/Supplier: CARDWELL,JILL								Expenditure Type: REG

Bill Line Subtotal: \$1,932.00  
TOTAL AMOUNT DUE: \$1,932.00



GENERAL SERVICES  
Department of General Services

INVOICE

Page 3 of 3

Office Name: RESD-Asset Mgmt. Branch  
Type of Service: 2870-RESD-AMB-Real Property Svcs

Customer ID	Customer Name and Address
0B3149	PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS 1834 EAST MAIN ST QUINCY CA 95971

Invoice Date	Invoice ID
21-Feb-2018	0000001104641

Project Title: Plumas County Jail and Day Rep  
Address: PLUMAS COUNTY  
PLUMAS COUNTY  
CA

Service Period: 01-2018 to 01-2018

For questions concerning this invoice, please contact the RESD-Asset Mgmt. Branch by calling (916) 375-4696

Please return this portion with Payment

Send all Payment Remittance to the address below:

Payable To: Department of General Services Fund: Property Acquisition Law Money

Mail To: P.O. Box 989053  
West Sacramento CA  
95798-9053

Customer ID: 0B3149 Please Pay: \$ 1,932.00  
Customer Name: PLUMAS COUNTY  
Invoice No.: 0000001104641  
Invoice Date: 02-21-2018 Amount Paid: 1932.00

For Credit card use only: Complete the information below indicating invoice(s) and amount(s). Remit to the address above.

Print Name as appears on card: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Circle Type of Card: MC Visa Discoverer AMEX Phone Number with area code(\_\_\_\_)

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_



# Office of the Sheriff

## Office of Emergency Services

HAZ

1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

GREGORY J. HAGWOOD  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** March 7, 2018

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood

**RE:** Agenda Item for the meeting of March 20, 2018

**RECOMMENDATION:**

Authorize the Sheriff to fill a Correctional Sergeant position in the Correctional Facility.

**BACKGROUND & DISCUSSION:**

The Plumas County Sheriff's Office requests authorization to recruit and fill a Correctional Sergeant. The vacancy was due to a resignation.



IBI

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645

(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Interim Director

Board Meeting: March 20, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

Subject: Approve donation of three pool cars no longer running and are beyond reasonable cost to repair. Surplus vehicles from County of Plumas to Quincy Fire Protection District for Vehicle Extrication Training at 2018 Plumas County Fire Academy.

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### Background

Quincy Fire Department will be hosting the Plumas County Fire Academy 16 to be held in April 2018 for Plumas County Fire Departments. Vehicle rescue, stabilization and extrication training is included in the academy. Quincy Volunteer Fire Department is always looking for the donation of vehicles for this course.

There are three Vehicles in our current inventory that are no longer running sitting at the airport that are not worth the cost of repair. I have check Kelly blue book values on these three vehicles, the cost to Plumas County to move, handle and advertise these vehicles for auction is considered beyond a recoupable sales cost. The vehicles retain far more educational value for training of Plumas County volunteer firefighters. Quincy Fire Department will pick up, remove and dispose of the vehicle at no cost to Plumas County.

### Recommendation

Approve donation of a 2002 Jeep Liberty valued at \$700 to \$1,000 and will cost \$3,500 to repair, a 2003 Ford Escape valued at \$400, and a 1989 Chevrolet 7 passenger van that I could not find a value on through kelly blue book from County of Plumas to Quincy Fire Protection District for Vehicle Extrication Training at 2018 Plumas County Fire Academy.

## QUINCY TOW SERVICE &amp; REPAIR INC.

180 NUGGET LANE., PO BOX 3068

Quincy, CA 95971

Shop Phone: (530) 283-1162

Fax: (530) 283-0734

Email: qtow@sbcglobal.net

Web Address: QUINCYTOW.COM

Estimate

62596

Estimate Ref #62,596

Date Printed: 10/12/2016

Printed Time: 2:49 pm

ARD00253628

CAL-000152446

80-0144918

Time Promised:

HdVRef:

"Your friendly Hooker"

Plumas Drop in Center  
 527 Bell Lane  
 Quincy, CA 95971  
 Home: (530) 283-6370 Work: (530) 283-6370  
 Cell: (530)-283-6045 fax

2002 JEEP LIBERTY LIMITED V6 3.7L 226CID FI GAS N K

VIN: 1J4GL58K02W107522

License: 1108673

Mileage In: 0

Date Written: 10/12/2016

Unit #:

Mileage Out: 0

Written By: System

DOM: 4/01

Save Old Parts: No

Job Name	Description	Technician	Qty	List	Extended
Job #1	Sounds horrible	System			900.00
Labor A	Work Requested - Sounds horrible				
Part	Work Performed - Number 4 cylinder dead, suspect valve seat fell out, has 0 compression, valve is stuck open. Needs heads replaced				
Part	cylinder head Assembly rebuilt		2.00	652.72	1,305.44
Part	Head bolt kit		2.00	61.52	123.04
Part	HEAD GASKET SET		1.00	310.00	310.00
Part	timing gear kit with tentioners		1.00	603.32	603.32
Part	timing gasket set		1.00	19.97	19.97
Part	DRIVE CLEAN OIL 5W-30 API. SJ/SL, SM.		5.00	4.50	22.50
Part	PREMIUM CARQUEST OIL FILTER		1.00	8.79	8.79
Part	ANTIFREEZE		3.00	13.66	40.98

Thank you for using QUINCY TOW AND REPAIR SERVICE. 90 DAY/3000 miles parts and labor warranty on all parts and labor unless specified otherwise. Thank you and have a great day!!!!!! QUINCY TOW SERVICE AND REPAIR is now a TECH-NET professional repair center. We install quality CARQUEST parts which now carry a coast to coast guarantee. For more details see BRIAN OR ROB!

Payment Date	Type	Method	Amount
Payment Totals:			

Parts:	\$2,434.04
Labor:	\$900.00
Sublet:	\$0.00
Misc:	\$0.00
Hazmat:	\$1.50
Supplies:	\$0.75

*COPIED*  
 Tax Total: \$182.61  
 Estimate Total: \$3,518.90

Thank you for allowing us to work on your vehicle.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

Authorized By \_\_\_\_\_

PAGE 01/01

Date \_\_\_\_\_

Time \_\_\_\_\_

09/05/2014 16:47 5302830734

# SUV SEASON



Go FORDMAT

Advertisement



2002 Jeep Liberty

Style:  Limited Edition Sport L

[Edit Options](#) [Check Specs](#)

Mileage:  Change

## Your Blue Book® Value

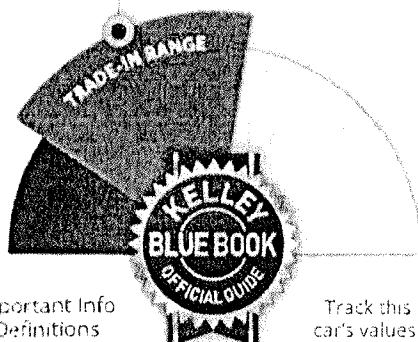
[Trade-in to a Dealer](#)

[Get an Instant Cash Offer](#)

[Sell to a Private Party](#)

WHAT THE  
VEHICLE IS  
WORTH

Trade-in Range  
**\$369 - \$1,064**  
Trade-in Value  
**\$702**



[Important Info & Definitions](#)

Track this car's values

Info valid for your area through 10/13/2013

[Write a review on your 2002 jeep](#)

Value based on:

Fair

Good

Very Good

Excellent

### Instant Cash Offer

Find Participating Dealers ready to buy your car - today!

[Get your offer](#)

### New Cars You Might Like



2017 jeep Patriot



2016 jeep Compass



2017 Chevrolet Equinox



### Next Steps: Find a Car

Browse reviews, photos, specs and more.

Make

Model

[See what you should pay](#)

### 2016 Ford Edge



**\$506**

[Slide to see savings over the next 5 years](#)

1 Year

### Fuel Cost Comparison



Your 2002 Jeep Liberty



2016 Ford Edge

EPA-est  
14/18  
City/Hwy MPG

**\$2,128.13**  
Annual Fuel Cost

EPA-est  
18/26  
City/Hwy MPG

**\$1,621.43**  
Annual Fuel Cost

[See vehicle details on Ford.com](#)

Advertisement

Home > What's My Car Worth? > Styles > Colors & Options > 2003 Ford Escape 4D

Trade-In to a Dealer

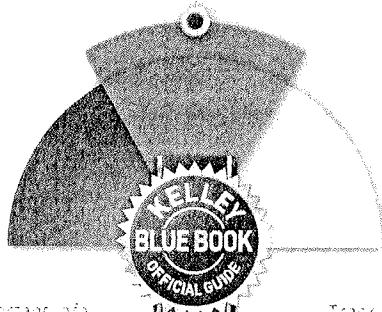
Get an Instant Cash Offer

Sell to a Private Party

2003  
FORD  
FAIR  
COTTON

Trade-In Range  
\$711 - \$667

Trade-in value  
\$437



Important info  
& definitions

Trade-in  
car's values

Want the KBB® Trade Value™ through 10/28/2013?

Write a review on your 2003 Ford

### Next Steps: Find a Car

Browse reviews, photos, specs and more.

See what you should pay

For more information on Kelley Blue Book's Used Car Guide, visit [www.kbb.com](http://www.kbb.com) or call 1-800-223-0000.

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### Instant Cash Offer

Find Participating Dealers ready to buy your car - today!

Get your offer

### New Cars You Might Like



2013 Ford Escape



2014 Ford Escape



2013 Ford Escape



### Get an Instant Cash Offer

1000 dealers are ready to buy your car today!

### See Local Prices

11 escape listings found.

### Give Buyers Confidence

Show the main lean AutoCheck vehicle history report.

### Sell Your Current Car



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

IB2

**Donny Sawchuk**  
Director

**Board Date:** March 20, 2018

**To:** The Honorable Board of Supervisors

**From:** Kevin Correira, Interim Director

**Subject:** Approve Resolution to allow Plumas County to receive funds from the Off-Highway Vehicle Grant program.

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### Background

Over the past few years, Plumas County Facility Services has partnered with Sierra Butte Trails Stewardship to provide maintenance and development of off-highway trails in Plumas County. In order to receive the grant funds from the State of California, we must have a resolution approved by the Board with a specific person from the department named as the agent. This resolution will allow Facility Services to continue our partnership with Sierra Butte Trails Stewardship and the Off-Highway Vehicle Grant program.

### Recommendation

Approve Resolution to allow Plumas County to receive funds from the Off-Highway Vehicle Grant program.

RESOLUTION NO. 18-\_\_\_\_\_

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,  
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California hereby:

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints Lindsay Driscoll, Department Fiscal Officer II, as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of Plumas County at a regular meeting of said Board held on the 20<sup>th</sup> of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

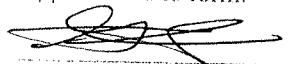
---

Chairman of the Board

Attest: \_\_\_\_\_

Clerk of the Board

Approved as to form:



Gretchen Stuhr  
Deputy Plumas County Counsel



lc

# Plumas County Public Health Agency

Andrew Woodruff, MPH, Acting Director • Mark Satterfield, M.D, Health Officer  
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

**Date:** March 6, 2018  
**To:** Honorable Board of Supervisors  
**From:** Andrew Woodruff  
**Item:** Consent Item for March 20, 2018

**Recommendation:** It is recommended that the Board of Supervisors approve and direct the Chair to sign the following subcontracts to support ongoing efforts of the Northern Sierra Opioid Safety Coalition:

AEGIS1819PCIRC	Plumas Crisis Intervention & Resource Center (PCIRC)	\$15,000.00
AEGIS1819LCPH	Lassen County Public Health (LCPH)	\$20,098.00

**History and Discussion:** As the Board may recall, On March 6, 2018 a supplemental budget of unanticipated revenue in the amount of \$79,548.00 from Aegis Treatment Centers, LLC was approved to support ongoing efforts of the Northern Sierra Opioid Safety Coalition.

The subcontract with LCPH will fund an Administrative Assistant which will oversee the coalition efforts in Lassen and Modoc Counties. The subcontract with PCIRC will allow trained staff to distribute the naloxone and overdose prevention education to at risk individuals in the four resource centers in Plumas County.

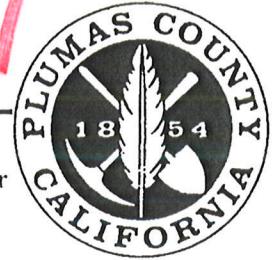
**Fiscal Impact:** There is no financial impact on the County General fund. These subcontracts are fully funded through the Aegis Treatment Centers, LLC. Funding is included in Budget Unit 70560 (Public Health), Line Item 521900 (Professional Services).

These subcontracts have been reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me should you have any questions. Thank you.

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323  
Robert A. Perreault Jr., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



## CONSENT AGENDA REQUEST

For the March 20, 2018 meeting of the Plumas County Board of Supervisors

March 12, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request Authorization to approve of Amendments No. 6 of the On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. for \$5,500 to provide right-of-way engineering and acquisition services for the Bucks Lake Road Storm Damage Repair Project at Haskins Creek.

A handwritten signature in black ink that reads "Robert A. Perreault".

### Background:

Following the February storms of 2017, numerous roadways, bridges and culverts experienced significant damage. One of these storm damage sites is the Bucks Lake Road Storm Damage Repair Project at Haskins Creek, which suffered structural damage when Haskins Creek flood waters undermined a portion of Bucks Lake Road.

The proposed repairs will require a temporary construction easement from an adjoining property owner.

Bender Rosenthal, Inc. is the On-Call Right-of-Way Consultant for the County pursuant to the vote of contract award by the Board of Supervisors on October 20, 2015. Bender Rosenthal, Inc. possesses the expertise to assist the Department in securing this easement.

The source of funding is from the Emergency Relief (ER) Program. No County general funds will be used.

The attached Amendment No. 6 has been reviewed and approved as to form by County Counsel.

### Recommendations:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 6 to the existing On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. in the amount not to exceed \$5,500 to provide right-of-way engineering and acquisition services for the Bucks Lake Road Storm Damage Repair Project at Haskins Creek.

Attachment: Amendment No. 6 – Bucks Lake Road Storm Damage Repair Project at Haskins Creek

**AMENDMENT NO. 6**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**Right-of-Way Engineering Acquisition Services for  
Transportation Improvement Projects in  
Plumas County, California**

The October 20, 2015 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and BENDER ROSENTHAL INC. (“Consultant”), is hereby amended as follows:

The “County” has identified the need for professional services on the following project:

**Bucks Lake Road Storm Damage Repair Project at Haskins Creek  
(Department of Public Works - Work Order: ER 01)**

Project Background

Following the January and February storms of 2017, numerous roadways, bridges and culverts experienced significant damage. One of these storm damage sites was Bucks Lake Road near Haskins Creek Bridge which was washed out on the south approach to the bridge.

Public Works Maintenance crews completed repairs in the channel upstream of the bridge last fall utilizing a right-of-entry signed by the landowner to gain access to the creek outside of the County right-of-way and to make repairs on the road and ditch systems. The Caltrans Local Assistance Program for Emergency Repairs requires that a formal temporary construction easement and right-of-way contract to formalize the landowner’s approval to place a valuation on the temporary access rights and to make an offer. Bender Rosenthal, Inc. (BRI) is presently under an On-call contract with the County and possesses the expertise to secure this easement. BRI recently completed a similar exercise for a storm damage site on Quincy Junction Road. The right-of-way contract and temporary construction easement will cover a two year period.

Scope of Work

The scope of work shall be as specifically set forth in the Scope of Work and Cost Proposal, which is attached hereto as Exhibit “A” and incorporated herein by this reference.

Compensation

Consultant shall be paid in accordance with the Scope of Work and Cost Proposal set forth in Exhibit “A,” attached hereto. Consultant’s compensation shall in no case exceed Five Thousand Five Hundred Dollars and No Cents (\$5,500). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

### Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 6. The Consultant shall complete the work in accordance with the October 20, 2015 Professional Services Agreement thereafter.

### Other Contract Provisions

All other contract provisions set forth in the October 20, 2015 Professional Services Agreement first referenced above remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 6 to be executed by and through their respective authorized officers, as of the date first written above.

COUNTY OF PLUMAS  
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

\_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

Date: 3/2/2018 \_\_\_\_\_

CONCURRENCE BY:

\_\_\_\_\_  
County Purchasing Officer

Date: \_\_\_\_\_

CONSULTANT  
BENDER ROSENTHAL INC.

\_\_\_\_\_  
Signature  
Bob Morrison, P.E. CA RE Broker

Date: \_\_\_\_\_

Bender Rosenthal Inc. Taxpayer ID Number - 41-2034507

Attachments: Exhibit A - Scope of Work and Cost Proposal

### **TASK 3 - ACQUISITION SERVICES**

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop; purchase agreements (right of way contracts) easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to three contacts in the first thirty days and will continue negotiations for up to two (2) months or six (6) contacts with the property owner.

#### **Deliverables:**

- Acquisition of up to one (1) Temporary Construction Easement (TCE) from one (1) ownership APN# 112-070-049.

#### **SCHEDULE AND FEES:**

BRI proposes to deliver the parcel within three (3) months from the Notice to Proceed for delivery of the parcel targeted for May 1, 2018±. Our proposed fee based on the Scope outlined herein is as follows:

Task	Description	Total
1. Right of Way Program Management	Included	\$ 0
2. Valuation Services: temporary easement assuming a value less than \$2,500	One Diary Entry Waiver Valuation @ \$2,500	\$2,500
3. Acquisition Services: Acquire one TCE from one ownership.	One signed purchase agreement and temporary easement deed @ \$3,000	\$3,000
<b>Total Budget:</b>		<b>\$5,500</b>

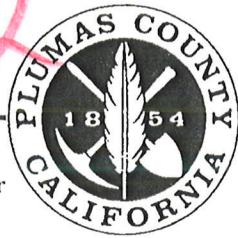
#### **The following are the assumptions behind the budget:**

1. All R/W Activities are to conform to Caltrans Standards, Practices, Policies and Manuals
2. Full documentation to Federal and State standards for all tasks;
3. No expert witness testimony;
4. This proposal assumes one (1) ownership;
5. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown above;
6. No Coordination with State or Federal right of way departments, other than listed in scope;
7. This fee assumes that no significant structures or improvements will be acquired;
8. This proposal does not contemplate any eminent domain actions. If condemnation becomes necessary, a separate cost and scope document will be prepared to account for required Right of Way and Right of Way Engineering Services along with expert witness testimony if needed; and
9. Any external audit support will be billed on a time and material basis, as well as the following:
  - a. A change in engineering once the acquisition process has begun;
  - b. Addition of a parcel;
  - c. Addition of easements, or other property rights; and
  - d. Any additional professional expertise.

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

Robert A. Perreault Jr., P.E., Director John Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



## CONSENT AGENDA REQUEST

For the March 20, 2018 meeting of the Plumas County Board of Supervisors

Date: March 12, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink that reads "Robert A. Perreault".

Subject: Request authorization to expend \$55,966.75 for the purchase of bus shelters for placement in the communities of Chester, Greenville and Quincy.

### Background:

The Department of Public Works is seeking authorization to expend \$55,966.75 to purchase five (5) bus shelters for installation in the communities of Chester, Greenville and Quincy. The funding will be used to purchase 1 bus shelter for Chester near Holiday Market, 2 bus shelters for Greenville near Evergreen Market, and 2 shelters in East Quincy near Sav Mor Market..

The source of funds for this expenditure is as follows:

- \$36,338 awarded from the Northern Sierra Air Quality Management Districts' AB 2766 DMV Surcharge Fund Program
- \$8,767 received from the State's Low Carbon Transit Operations Program, and
- \$10,861.75 from PCTC LTF funds.  
\$55,966.75

Purchase of the bus shelters will be through the CalAct Purchasing Cooperative.

### Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors approve the expenditure of funds totaling \$55,966.75 for the purchase of bus shelters for use in the communities of Chester, Greenville and Quincy.

03.12.2018

# Memo

2

**To**  
Plumas County Board of  
Directors

**From**  
MiNetworks  
(Internet Service  
Provider)

**Re**  
Proposed Light Fuel  
Tower Use

## Recommendation:

It is recommended that the Plumas County Board of Directors approve MiNetworks for the use of the airport gas light tower, in exchange for maintenance of the existing tower.

## Background:

MiNetworks formed in 2018 after two years of research to connect small communities to the world wide web. Quincy, and the surrounding areas are in a great need to have fast, reliable internet. Internet not only is used for recreational purposes, but connects businesses, government facilities, and new outside investments.

MiNetworks aims to utilize proprietary wireless equipment for the purpose of cutting down high infrastructure costs related to physical cable, including fiberoptic. Wireless communication that's FCC certified has come a long way in that it can obtain speeds close to fiberoptic up to 1gbps or more.

MiNetworks would like to work with Plumas County in using its gas light tower as an access point for business and residential customers. In working with the County on this gas tower, MiNetworks aims to alleviate the past negative relationship with the towers surrounding owners, by being a mediator to fix, and maintain it.

MiNetworks aims to buy or come to an agreement on using it in exchange for maintaining the tower and light.

It is recommended that the Plumas County Board of Supervisors review this memo, the attached Business plan, the proposed contract, and approval for MiNetworks to buy or maintain the gas light tower for use on it.

## MiNetworks

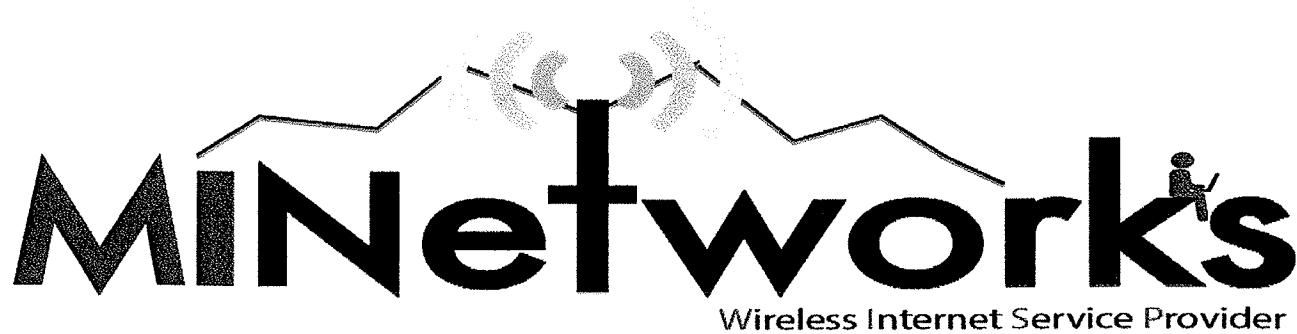
Tel 530-616-8363

2971 Ridgerun Rd  
Quincy, CA 95971

[www.minetworks.net](http://www.minetworks.net)  
[connect@minetworks.net](mailto:connect@minetworks.net)



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***Business Plan***

Website: [www.MiNetworks.net](http://www.MiNetworks.net)

2971 Ridgerun Rd. Quincy, CA 95971

Email: [Connnect@MiNetworks.net](mailto:Connnect@MiNetworks.net)

Phone: (530) 616-8363

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- 1.2 Keys to Success
- 1.3 Objectives
- 2.0 Company Summary
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- 2.2 Start-up Summary
- 4.0 Market Analysis Summary
- 4.1 Market Segmentation
- 4.2 Target Market Segment Strategy
- 4.3 Service Business Analysis
- 4.3.1 Competition and Buying Patterns
- 5.0 Strategy and Implementation Summary
- 5.1 Competitive Edge
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- 5.3 Sales Strategy
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- 6.0 Web Plan Summary
- 6.1 Website Marketing Strategy
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### 1.0 Executive Summary

MINetworks, inc. is an innovative start-up company that provides wireless broadband Internet connections to the Quincy area. Utilizing Wi-fi technology and proprietary antennas and repeaters, MINetworks will be able to serve a large area with broadband Internet connections.

MINetworks was founded by Isaac Harms and Mike Pence.

The market for wireless broadband Internet connections is wide open. Demand for traditional broadband connections is surpassing conservative forecasts. The wireless market is even more exciting due to the significantly lower costs needed in terms of delivery infrastructure. As MINetworks customer base grows, costs decrease through scales of economy, creating an even more compelling argument for MINetworks existence.

MINetworks has targeted Four distinct groups. The first is students, a market segment that uses the Internet the most and also have high expectations regarding the speed of the connection. The second group is professionals, people with disposable income, not a lot of excessive time on their hands, and a group that uses the Internet a fair amount, both personally as well as professionally. The third group that will be targeted is techies. This group is the early adopters of any type of technology and spend incredible amounts of time immersed in Internet technology. The Last group that will be targeted is the residential. With the increased usage of Netflix online Video and gaming this is becoming the primary source of entertainment in the home.

MINetworks is a compelling business concept that leverages advances in technology and proprietary tools to offer a market need at below market prices. In addition to earning great margins with low infrastructure costs, margins increase as the customer base increases. This exciting business plan has a high likelihood of success with Mike Pence and Isaac Harms responsible for the execution of it. The business will earn modest profits in year two, increasing exponentially in year three. Net profit is forecasted to be commensurate in years two and three.

#### 1.1 Mission

It is MINetworks mission to provide fast, wireless Internet access at a reasonable price. The most important thing to remember is that every customer must be satisfied with our services.

#### 1.2 Keys to Success

- Practice disciplined growth.
- Reach profitability by year two.
- Ensure that the customer's needs are met and maintain a 90% customer retention ratio.

#### 1.3 Objectives

- Provide, fast, reliable, wireless Internet access.
- Treat customers with the upmost respect.
- Become profitable within two years.

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### 2.0 Company Summary

MINetworks will be formed in 2018 to offer an inexpensive, wireless broadband Internet connection to compete with DSL or cable offerings. Using Wi-fi technology, it is inexpensive to set up a neighborhood network. The company was founded by Isaac Harms and Mike Pence. MINetworks will rely on credit for the necessary start-up costs.

#### 2.1 Company Ownership

MINetworks is an California Scorp with Mike Pence and Isaac Harms as the principal and majority owners.

#### 2.2 Start-up Summary

Equipment that will be needed is as follows:

- Three computer workstations;
- Wireless access point;
- Five repeaters;
- Five antennas;
- Assorted office equipment and supplies.

### 3.0 Services

MINetworks offers wireless broadband Internet access. The service is 10Mbps and up to a gbps speed with customers only needing a Wi-fi antenna and to live within range. There are plans to enlarge the coverage area as more customers sign up and county approval for light tower.

Wi-fi technology is based off of 2.4 & 5 mhz spectrum wireless transmissions. Using the same wave lengths that some cordless phones use, the Internet signals are broadcasted out through the neighborhood. With the supplied antenna and a Wi-fi receiver in each customer's computer or device, customers will have fast, wireless Internet connections.

### 4.0 Market Analysis Summary

Within the last three years there has been a proliferation of broadband Internet connections. With so many people enjoying fast connections at work, they are no longer willing to deal with a connection at home that is slow or not working. With the advent of Wi-fi technology, customers can now enjoy a fast connection without having to lay expensive cables since the signal is sent via radio waves. The targeted market segments are: students, professionals, techies and residents.

#### 4.1 Market Segmentation

The market can be segmented into three distinct groups:

- **Students:** these are people currently in academia and are accustomed to fast connections and are willing to pay for it. This group uses the Internet the most, whether they are trading MP3s or downloading videos.
- **Professionals:** this group conducts a fair amount of business over the Internet, whether banking, e-commerce, or communications.

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- **Techies:** this group embraces technology as they enjoy challenging themselves with technology and the complexity it brings.
- **Residents:** this group uses the Internet to relax, play games, watch TV, and Pay bills.

Other than the students, MINetworks customers are fairly affluent (household income of >\$50,000) and spend their money on technology offerings, whether it is digital cable, cellular service, or broadband Internet connections. Combining several demographic factors, MINetworks arrives at the following primary customer profile:

- Spends 10 hours a week on the Internet away from home.
- Has purchased something from a website at least once within the last two months.
- Educated with at least some course work for an undergraduate degree.
- Household income of at least \$50,000.

### 4.2 Target Market Segment Strategy

MINetworks has chosen the four aforementioned target markets due to their adoption of broadband Internet technology. It is these four groups that are most likely to use a fast connection and the most willing to pay a premium for the connection.

### 4.3 Service Business Analysis

There are Four main participants within the consumer broadband Internet market.

- **DSL (digital subscriber line).** A connection that utilizes the copper phone lines as the method of transmission.
- **Cable.** A connection that uses cable TV wiring for transmission.
- **Satellite connections.** These use satellites, in orbit to provide "cable" TV as well as Internet connections to residential and remote consumers.
- **Wireless Access.** A connections that uses older wireless devices

#### 4.3.1 Competition and Buying Patterns

As mentioned in the previous section, DSL, cable, satellite access and Wireless Access are the competitors in the broadband market. Consumer buying patterns are based on two factors:

- **Availability:** not every type of broadband connection is available to every consumer. Consumers often pick service providers based on what is available to them.
- **Convenience:** this is often based on where the outlet cords are based in the house, whether the computer will be located closer to the cable TV or nearer to a phone jack.

## 5.0 Strategy and Implementation Summary

Simply put, MINetworks strategy is to offer a service, demanded by customers, at a value that undercuts the competition. This will be accomplished, not by accepting below-market margins, but by leveraging

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technology, to help drive MINetworks costs down. Awareness regarding MINetworks services will be generated effectively and inexpensively to the specific target segments that MINetworks has focused on.

### 5.1 Competitive Edge

MINetworks competitive edge is the effective and efficient use of Wi-fi technology. Wi-fi has been adopted by several different service providers as well as used for home-based networks. What provides MINetworks with a competitive edge is its efficient use of the technology. MINetworks is using a proprietary antenna that allows for signal transmission over great distances with less signal loss. Additionally, MINetworks has significantly reduced administrative costs by having most administrative activities like marketing, sales, and service details administered via the Internet.

### 5.2 Marketing Strategy

As the name implies, MINetworks will be using a MINetworks approach to developing awareness of the offered services. MINetworks will adopt a multi-pronged marketing approach:

- **Advertising/postings** with local retailers and commercial businesses. This will provide MINetworks with great visibility in the exact community that it operates in.
- **Mailings.** MINetworks will adopt a targeted mailing campaign to local residents.
- **Website.** MINetworks will leverage its website as a comprehensive and efficient source of marketing/sales information.

### 5.3 Sales Strategy

The sales strategy that MINetworks will adopt is based on developing an awareness of MINetworks service as a viable alternative to Cable and DSL within the community. The message used will be that you can receive broadband speed connections to your computer, wherever it may be, even your laptop on your front lawn, at a price that is a fraction of the current competitors'. This will be done with targeted advertising with local retail/commercial establishments in the area. Additionally, MINetworks will rely on mailings to get the word out. Lastly, MINetworks will have a website for marketing, sales, and administrative purposes.

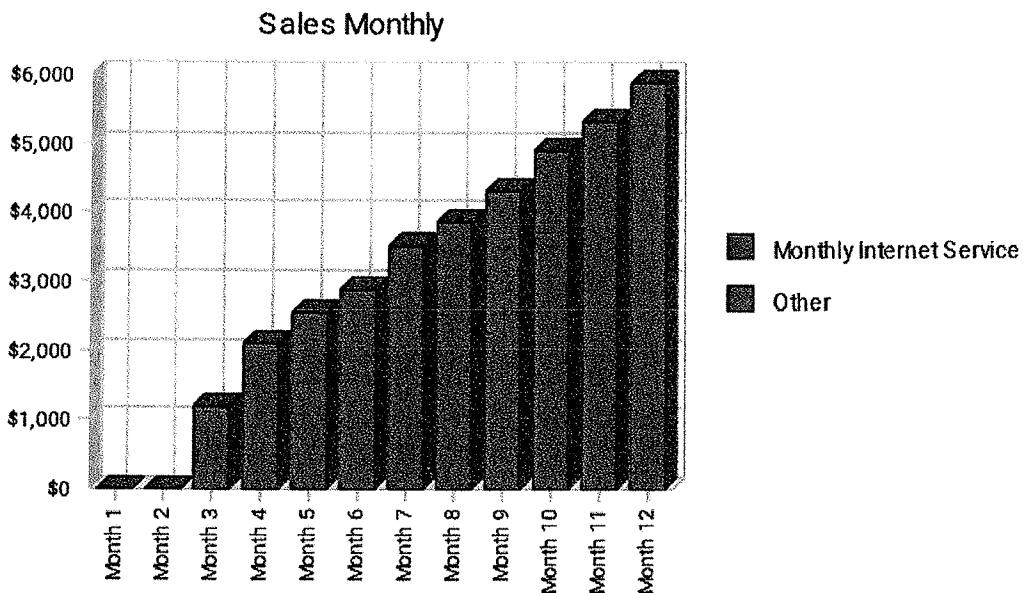
#### 5.3.1 Sales Forecast

MINetworks has developed a conservative sales forecast. Adoption rates of customers are fairly steady from one month to the next. A conservative approach has been adopted to minimize any external variables that may effect future operations.

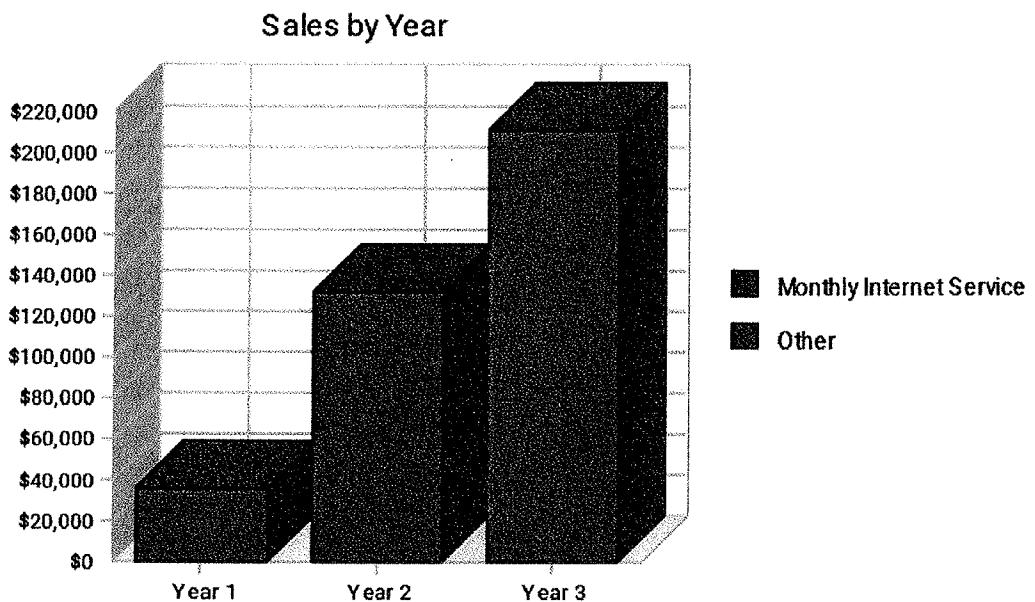
MINetworks believes that it will experience extensive growth for several years for several reasons. The first is the general adoption of broadband connections which has been encouraging for the last several years. Another reason MINetworks believes their forecast to be accurate is it offers a viable, less expensive alternative to current broadband connections.

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### Chart: Sales Monthly



### Chart: Sales by Year

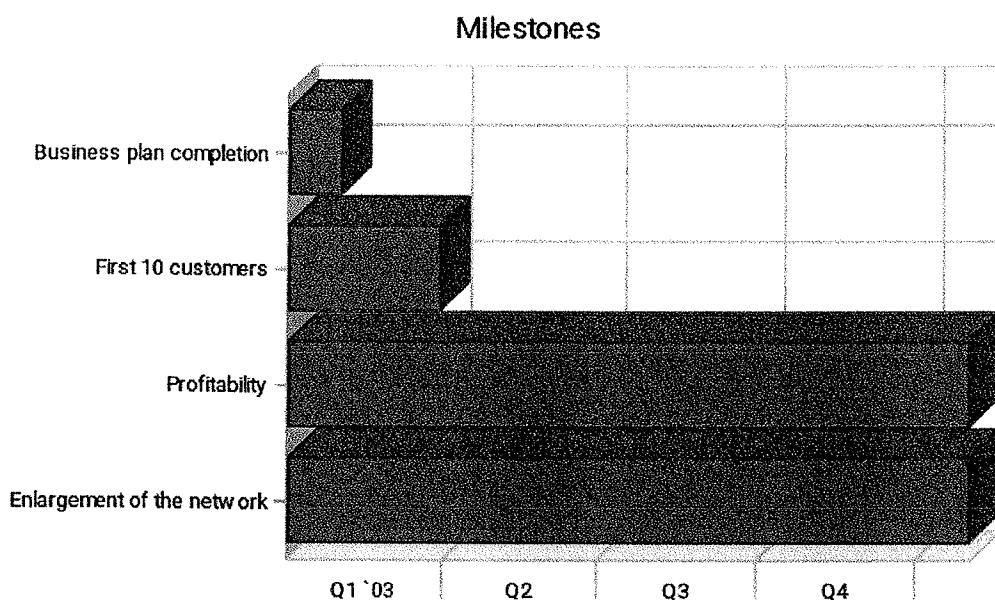


### 5.4 Milestones

Milestones are a very important aspect of a business plan. They provide concrete, achievable, yet lofty goals that the business must concentrate on. By targeting lofty goals, MINetworks ensures that it is aiming high, therefore it is more likely to achieve more. The milestones that MINetworks has chosen are very specific to the company and will be embraced by all employees.

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### Chart: Milestones



## 6.0 Web Plan Summary

The website will be used for:

- Marketing/sales;
- Administrative functions.

### 6.1 Website Marketing Strategy

All of MINetworks marketing information will be present on the website for viewing and for downloading/printing. Awareness regarding the website will be accomplished by inclusion of the website address on all printed materials. Additionally, the website will have a comprehensive submission procedure to all of the popular search engines and Social Websites.

### 6.2 Development Requirements

The website will be developed in-house.

## 7.0 Management Summary

Mike Pence and Isaac Harms, founders will be the anchor of the management team.

### 7.1 Personnel Plan

The two main employees are:

- **Technician:** this position is responsible for the smooth operation of the wireless network as well as the website.

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- **Sales and Service:** this is a general customer service position also dose installs, assisting in sales and support.

### 8.0 Financial Plan

The following sections outline important financial information.

#### 8.1 Projected Profit and Loss

The following table and charts show the Projected Profit and Loss.

Chart: Profit Monthly

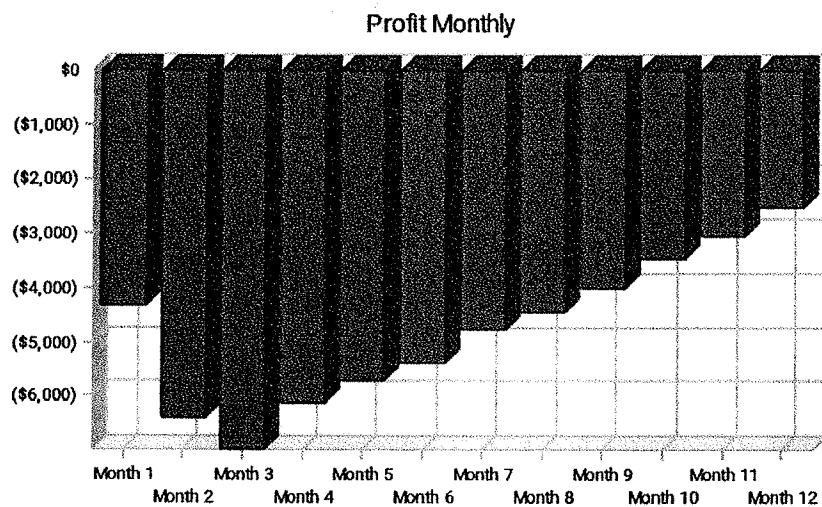
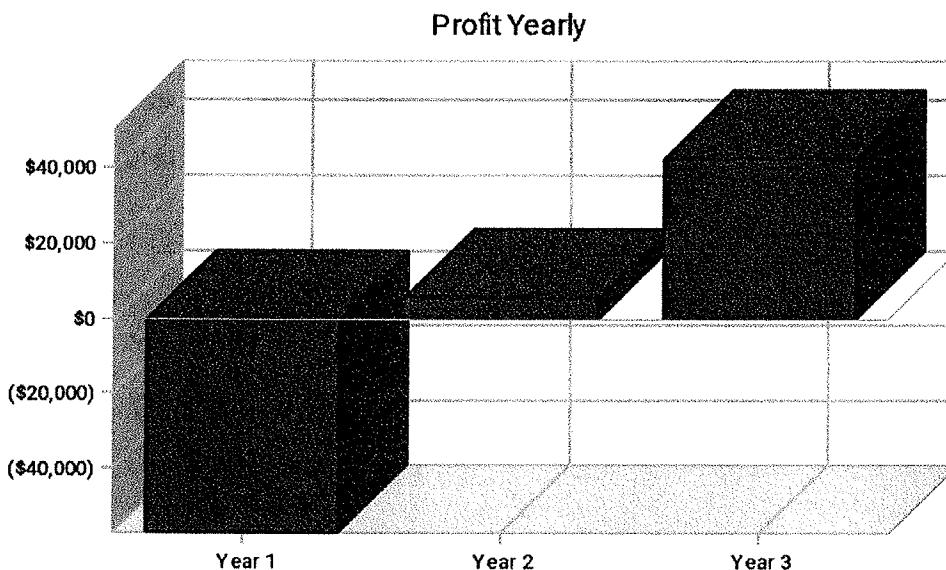
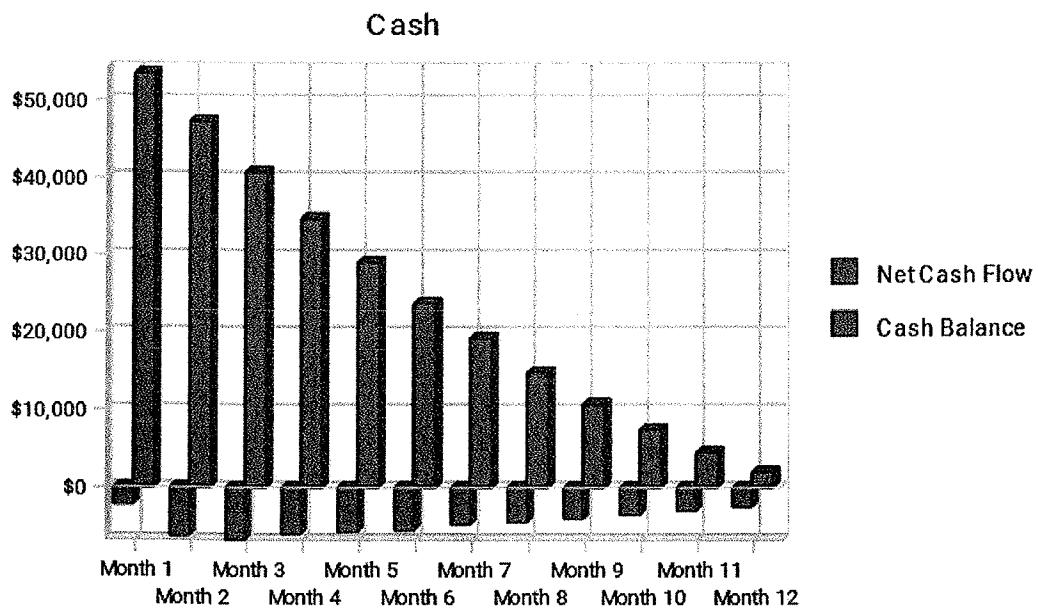


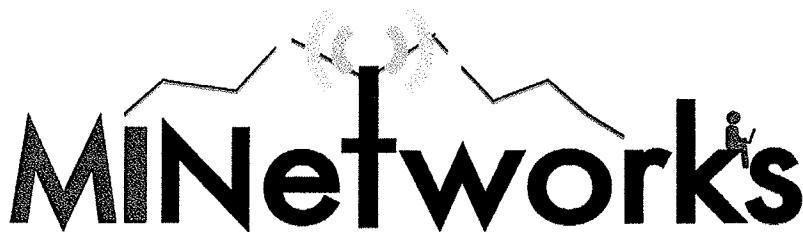
Chart: Profit Yearly



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### Chart: Cash





Wireless Internet Service Provider

Website: [www.MINetworks.net](http://www.MINetworks.net) 2971 Ridgerun Rd. Quincy, CA 95971  
Email: [Connect@MINetworks.net](mailto:Connect@MINetworks.net) Phone: (530) 616-8363

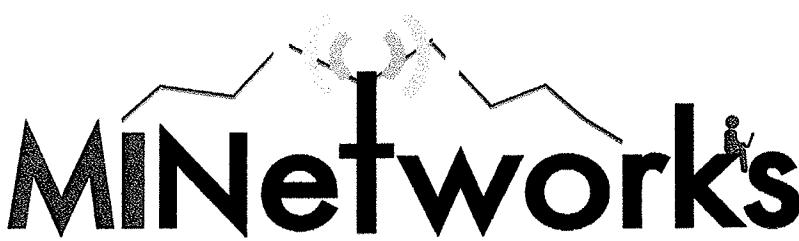
## COUNTY FUEL LIGHT TOWER SITE AGREEMENT

Lessor leases to Lessee, the site described below: [Check appropriate boxes ]

- Land consisting of approximately \_\_\_\_\_ square feet upon which Lessee will install their equipment sheltering structure
- Building interior space consisting of approximately \_\_\_\_\_ square feet
- Building exterior space for attachment of antennas
- Building exterior space for placement of base station equipment
- Tower antenna Space
- Space required for cable runs to connect Facility equipment and antennas

In the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of Lessee, source of electric. The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service system facility, including, without limitation, antenna equipment, cable wiring, back-up power sources, related fixtures and, if applicable to the Site, an antenna structure. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants. Lessee will have unrestricted access to the Site 24 hours per day, 7 days per week.

1. **Term.** The term of this Agreement (the "Initial Term") is one (5) year, commencing on date both Lessee and Lessor have executed this Agreement. This Agreement will not automatically renew. Lessee will provide notice of intent to renew prior to expirations of this agreement. Lack of notification is assumed to be intent of the Lessee not to pursue renewal.
2. **Rent.** Rent (as hereinafter defined) will commence upon the Construction start date and/or installation of Lessee's Antenna Facilities, (the "Rent Commencement Date"). Thereafter, the annual rent will be paid by maintenance and repair of the site. This dose not to include replacement. But dose include the maintenance and repair of the light.
3. **Title and Quiet Possession.** Lessor represents and agrees (a) that it is the Lessor of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; (e) that Lessor shall not have unsupervised access to the Site or to the equipment; and (f) that Lessor will upon sale or transfer of the underlying property, provide an assignment letter to Lessee that instructs Lessee to make future rent payments to the transferee. Lessor further agrees to defend, indemnify and assume all



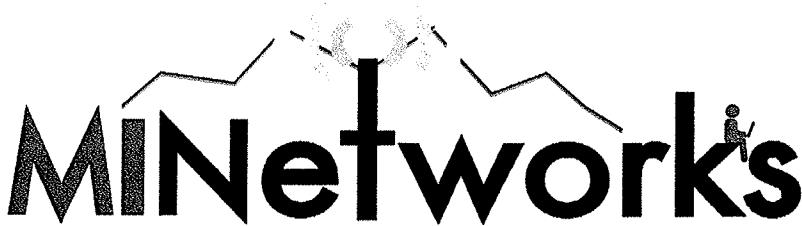
Wireless Internet Service Provider

Website: [www.MiNetworks.net](http://www.MiNetworks.net) 2971 Ridgerun Rd. Quincy, CA 95971

Email: [Connect@MiNetworks.net](mailto:Connect@MiNetworks.net) Phone: (530) 616-8363

liability for failure to provide Lessee with proper transfer information or required documentation pertaining to subsequent Lessor.

4. **Assignment/Subletting.** Lessee shall not have the right to sublease and/or assign its rights under this Agreement without notice to and consent of Lessor.
5. **Notices** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested or sent by recognized overnight carrier to the addresses specified below. Notices, requests, demands and other communications may also be given by facsimile transmission, provided that notice is concurrently given by one of the above methods. Communication by electronic or computerized mail shall not be accepted as effective notice under this Agreement. Notices to Lessee must be sent to the address shown underneath Lessee's signature. Notices to Lessor must be sent to the address shown underneath Lessor's signature.
6. **Improvements.** Lessee may, at its expense, make such improvements on the Site, as it deems necessary from time to time, for the operation of the facility. Upon termination or expiration of this Agreement, Lessee shall remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
7. **Compliance with Laws.** Lessor represents that Lessor's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Lessee will substantially comply with all applicable laws relating to its possession and use of the Site.
8. **Standard of Work.** All work shall conform the methods and procedures described in the Motorola document *Standards and Guidelines for Communications Sites* (Motorola Part Number 68-81089E50). Electrical work shall meet requirements of the most current edition of NFPA 70, the *National Electrical code*. *Standard for Emergency and Standby Power Systems*.
9. **Interference.** Lessee will resolve technical interference problems with other equipment located at the site on the commencement date or any equipment that becomes attached to the site at any future date when Lessee desires to add additional equipment to the site. Subsequent users: Lessor will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with Lessee's then existing equipment, (b) encroaches onto the site, or (c) shall not permit the use of any portion of Lessor's property by any subsequent users following installation of Lessee's facilities in a way which materially interferes with the rights of Lessee hereunder.
10. **Utilities.** Lessor represents that utilities adequate for Lessee's use of the Site are available. Lessee will pay for all utilities used by it at the Site. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.



Wireless Internet Service Provider

Website: [www.MiNetworks.net](http://www.MiNetworks.net) 2971 RidgeRun Rd. Quincy, CA 95971

Email: [Connect@MiNetworks.net](mailto:Connect@MiNetworks.net) Phone: (530) 616-8363

- 11. Termination.** Lessee may terminate this Agreement at any time by 60 day notice to Lessor without further liability or if Lessor fails to have proper Lessorship of the Site or authority to enter into this Agreement, or if Lessee, for any other reason including technical, regulatory and business reasons, in its sole discretion, determines to terminate this Agreement. Upon termination,
- 12. Indemnity.** Lessor and Lessee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the Lessorship, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.
- 13. Hazardous Substances.** Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.
- 14. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Lessor will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to Lessee from the holder of any such mortgage or deed of trust.
- 15. Insurance.** Lessee will procure and maintain commercial general liability insurance, with limits of not less than One Million Dollars combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Lessor within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Lessor. Each party hereby waives its right of recovery against the other for any property loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any property loss or damage covered by such policy.
- 16. Maintenance.** Lessee will be responsible for repairing and maintaining the tower site and facility and any other improvements installed by Lessee at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Lessor, its agents or employees, Lessor shall restore the damaged areas to the condition which existed immediately prior thereto.
- 17. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement, including any successor by merger or sale of assets; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement. (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTIONS OF CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY  
CODE CONCERNING PARKING ON LEE ROAD.**

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

**Section 1.** Add Subdivision (w) to Section 4-3.506 of Article 5 of Chapter 3 of Title 4 of the Plumas County Code.

CHAPTER 3. TRAFFIC  
Article 5. Parking

Sec. 4-3.506 (w) Lee Road

- (1) It shall be unlawful for any person to park any vehicle at any time at the following locations on Lee Road:
  - (i) On the north side of Lee Road from the intersection of Quincy Junction Road to Bell Lane.
  - (ii) On the north side of Lee Road from the intersection of Mill Creek to the intersection of North Mill Creek Road.
  - (iii) On the south side of Lee Road from the intersection of Quincy Junction Road to Gate #2 of the Plumas County Fairgrounds.
  - (iv) On the south side of Lee Road from easterly boundary of the Plumas County Fairgrounds to the intersection of North Mill Creek Road
- (2) It shall be unlawful for any person to park any vehicle within four (4) feet of the Edge Line (Fog Line) from the intersection of Quincy Junction Road to the Intersection of North Mill Creek Road.

**Section 2.** Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

**Section 3.** The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

**Section 4.** This ordinance shall be published, pursuant to Section 25124 (a) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

**Section 5.** This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 13th day of March, 2018, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 20th day of March 2018, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

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Chair, Board of Supervisors

ATTEST:

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Clerk of said Board of Supervisors



3B

## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

**Kevin Correira**  
**Interim Director**

Meeting Date: March 20, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Interim Director

Subject: Declare Surplus – Indian Valley Airport

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### Background

Between 1970 and 1972, Plumas County acquired 66.7 acres in Indian Valley in anticipation of developing a fourth airport in the county. The airport was never developed due to inadequate ground conditions to support a runway. It was recommended by the Airport Coordinator to sell the property. The sale of the property would provide funds to be used for matching with FAA Grant funds for the long term improvements of Plumas County's three existing airports. On February 1, 2005, the Board of Supervisors unanimously carried to declare the property surplus.

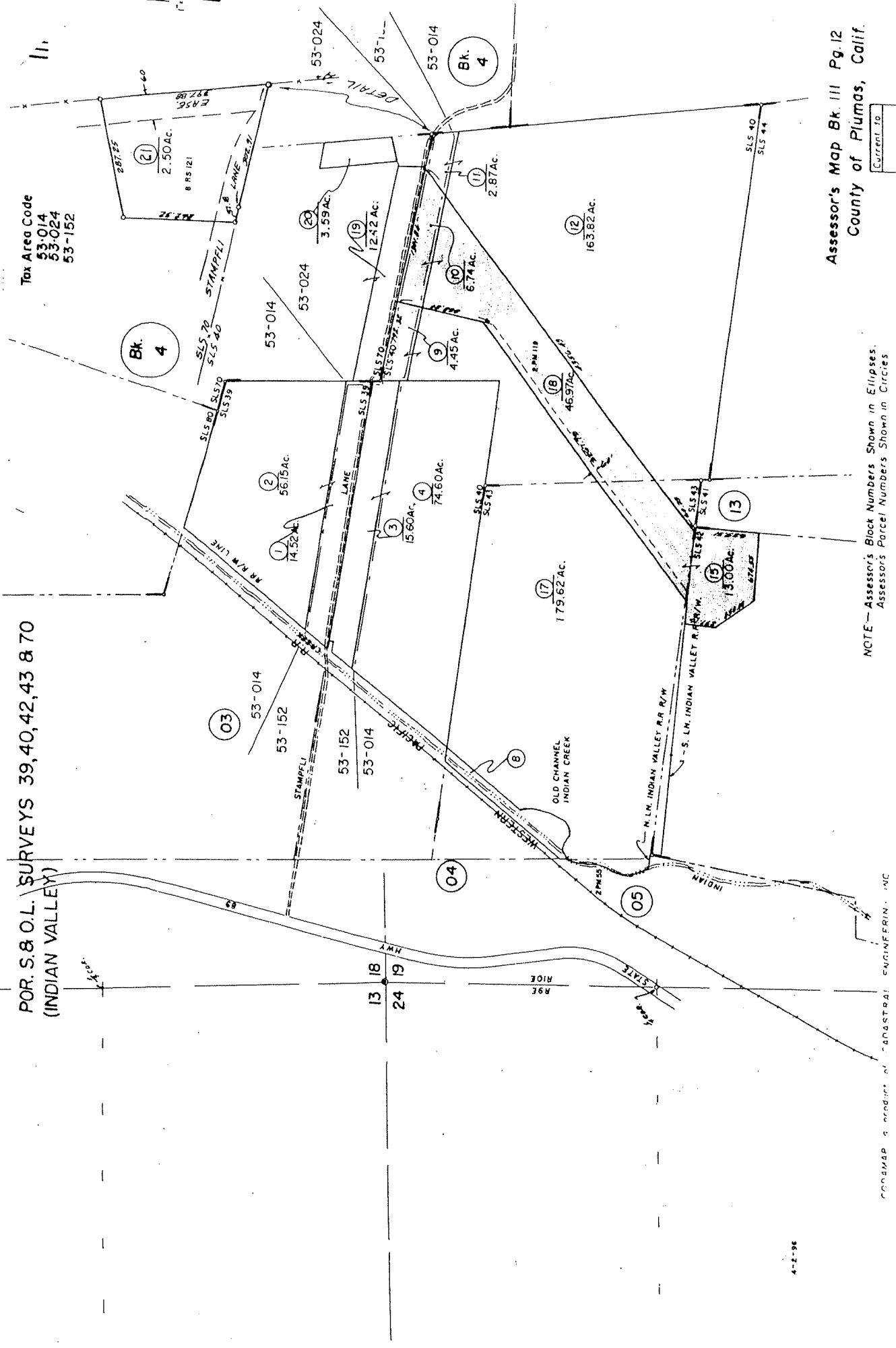
This item is being presented to the current Board of Supervisors to be declared surplus due non action in the sale of the property and the length of time that has passed since that declaration. Once declared surplus, the Director of Facility Services & Airports will draft a resolution for the intention to sell the property for consideration by the Board of Supervisor's (Gov. Code § 25526). This will be presented for adoption at a future board meeting.

### Recommendation

Declare Surplus the Indian Valley Airport.

POR. S. & O.L. SURVEYS 39, 40, 42, 43 & 70  
(INDIAN VALLEY)

Tax Area Code  
53-014  
53-024  
53-152



Assessor's Map Bk. 111 Pg. 12  
County of Plumas, Calif.

NCTE—Assessors Block Numbers Shown in Ellipses.  
Assessors Parcel Numbers Shown in Circles

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# PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442  
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



Date: March 13, 2018

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Authorize Auditor /Controller to enter into SaaS Agreement with Tyler Technologies, Inc. for upgrading Plumas County's general ledger and payroll software; approved as to form by County Counsel

## Recommendation:

Authorize Auditor/Controller to enter into SaaS Agreement with Tyler Technologies, Inc. for upgrading Plumas County's general ledger and payroll software; approved as to form by County Counsel.

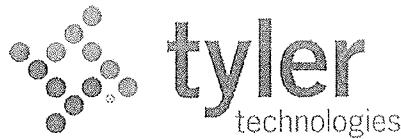
## **Background:**

The general ledger and payroll software currently in use by Plumas County was last upgraded in 2004. The Auditor/Controller, with approval of the Board of Supervisors, sent requests for proposal for new software, and four companies responded. A team was assembled made up of the Auditor, the Assistant Auditor, the Human Resources Director, and the Director of Information Technology. Of the four companies that returned RFP's, all but one company came to Plumas County to give live demos of their product, a couple of them came more than once. (The current software provider, Sungard, was the only company that declined to provide a live demo).

After careful evaluation of the costs and benefits of the various choices presented, the team has determined that Tyler Technologies – Munis was the best fit and value for Plumas County. Tyler offers a product that is based on more current technology and has all of the key features that the team determined were most important. Tyler Technologies also offers a cloud-based platform that would benefit the County in that the data is stored on servers in two locations outside of the County to ensure data security, the County would not have the up-front cost of purchasing the software and also hardware needed to run the product, and Tyler-Technologies provides support as part of the agreement.

Respectfully submitted,

Roberta Allen, CPA  
Plumas County Auditor/Controller



## SOFTWARE AS A SERVICE AGREEMENT

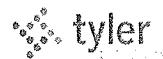
This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Plumas County, California.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Concurrent Users”** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.



- “**SaaS Services**” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- “**SLA**” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- “**Support Call Process**” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- “**Third Party Terms**” means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- “**Third Party Hardware**” means the third party hardware, if any, identified in the Investment Summary.
- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party Software**” means the third party software, if any, identified in the Investment Summary.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional Data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable,



outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).



2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a

substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of,

either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement

Exhibit D

Schedule 1: Support Call Process  
Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Plumas County, CA

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Plumas County Auditor/Controller  
520 Main Street, Room 205  
Quincy, CA 95971  
Attn: Roberta Allen

Approved as to form:

 3/8/2018

Gretchen Stuhr  
Deputy Plumas County Counsel



**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Kyle Johnson  
Date: 3/2/2018  
Quote Expiration: 4/5/2017  
Quote Name: Plumas County-ERP-Munis  
Quote Number: 2016-23612-7  
Quote Description: Plumas County Contract Quote (v.8) 030118

Plumas County  
08 Fairground Rd  
Quincy, California 95971-9462  
Phone (530) 283-6315

One Time Fees					
Description	# Years	Annual Fee	Impl. Fee	Impl. Days	Impl. Cost
Financial:					
Accounting/GL/BG/AP	7	\$31,774.00		20	\$25,500.00
Capital Assets	7	\$7,392.00		5	\$6,375.00
Dash Management	7	\$6,023.00		4	\$5,100.00
Contract Management	7	\$3,712.00		3	\$3,825.00
Project & Grant Accounting	7	\$6,186.00		4	\$5,100.00
Purchasing	7	\$13,388.00		10	\$12,750.00
Human Capital Management:					
Human Resources & Talent Management	7	\$4,607.00		5	\$6,375.00
Payroll w/ESS	7	\$10,354.00		13	\$16,575.00
Recruiting	7	\$1,654.00		2	\$2,550.00
Productivity:					
Munis Analytics & Reporting (SaaS)	7	\$17,579.00		10	\$12,750.00
Tyler Content Manager SE	7	\$11,593.00		4	\$5,100.00
Tyler Forms Processing	7	\$5,622.00		0	\$0.00

		One Time Fees			
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Sub-Total:		\$119,884.00		\$102,000.00	\$22,100.00
<u>Less Discount:</u>		<u>\$23,977.00</u>		<u>\$0.00</u>	<u>\$0.00</u>
<b>TOTAL:</b>		<b>\$95,907.00</b>	<b>80</b>	<b>\$102,000.00</b>	<b>\$22,100.00</b>

		One Time Fees			
Description	Quantity	Unit Price	Unit Discount	Extended Price	
ot-to-Exceed Consulting & Implementation Services	20	\$1,275.00	\$0.00	\$25,500.00	
roject Planning Services	1	\$6,000.00	\$0.00	\$6,000.00	
tyler Forms Library - Financial	1	\$1,800.00	\$0.00	\$1,800.00	
tyler Forms Library - Payroll	1	\$1,200.00	\$0.00	\$1,200.00	
tyler Forms Library - Personnel Action	1	\$1,000.00	\$0.00	\$1,000.00	
tyler Forms Processing Configuration	1	\$2,000.00	\$0.00	\$2,000.00	
PN Device	1	\$4,000.00	\$0.00	\$4,000.00	
<b>TOTAL:</b>				<b>\$41,500.00</b>	

		One Time Fees			
Description	Quantity	Total Price	Unit Maintenance Discount	Total Year One Maintenance	Total Year One Maintenance
tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>		<i>\$0.00</i>	<i>\$1,650.00</i>	<i>\$1,650.00</i>	<i>\$0.00</i>
<b>TOTAL:</b>					

		Recurring Fees	
Summary	One Time Fees	Recurring Fees	
otal SaaS	\$0.00	\$95,907.00	
otal Tyler Software	\$0.00	\$0.00	
otal Tyler Services	\$165,600.00	\$0.00	
otal 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00	

	One Time Fees	Recurring Fees
Summary		
Summary Total	\$167,250.00	\$95,907.00
Contract Total	\$838,599.00	
Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$42,470.00	

## Detailed Breakdown of Conversions (Included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
ccounting - Actuals up to 3 years	\$1,500.00	\$0.00	\$1,500.00
ccounting - Budgets up to 3 years	\$1,500.00	\$0.00	\$1,500.00
ccounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
ccounts Payable - Checks up to 5 years	\$1,600.00	\$0.00	\$1,600.00
ccounts Payable - Invoice up to 5 years	\$2,400.00	\$0.00	\$2,400.00
ccounts Payable Standard Master	\$1,600.00	\$0.00	\$1,600.00
capital Assets Std Master	\$3,000.00	\$0.00	\$3,000.00
ayroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
ayroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
ayroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
ayroll - PM Action History up to 5 years	\$1,400.00	\$0.00	\$1,400.00
ayroll - Standard	\$2,000.00	\$0.00	\$2,000.00
<b>TOTAL:</b>			<b>\$22,100.00</b>

One Time Fees					
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Financial:					
General:					
General Management	7	\$3,639.00	3	\$3,825.00	\$0.00
Employee Expense Reimbursement	7	\$3,680.00	4	\$5,100.00	\$0.00
Inventory	7	\$6,818.00	5	\$6,375.00	\$4,700.00
Human Capital Management:					
Executive Time Advance Scheduling - Up to 50 Employees	7	\$4,805.00	6	\$7,650.00	\$0.00
Executive Time Advance Scheduling Mobile Access	7	\$2,352.00	0	\$0.00	\$0.00
Executive Time & Attendance Mobile Access	7	\$3,003.00	0	\$0.00	\$0.00
Executive Time & Attendance - Up to 500 Employees	7	\$13,330.00	16	\$20,400.00	\$0.00
Revenue:					
Accounts Receivable	7	\$6,618.00	8	\$10,200.00	\$0.00
General Billing	7	\$3,023.00	4	\$5,100.00	\$0.00
Tyler Cashiering	7	\$12,206.00	5	\$6,375.00	\$0.00
Productivity:					
Procurement	7	\$5,755.00	1	\$1,275.00	\$0.00
Additional:					
AFR Statement Builder	7	\$7,981.00	3	\$3,825.00	\$0.00
TOTAL:		\$73,210.00	55	\$70,125.00	\$4,700.00
Optional Tyler Software & Related Services					
Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total
Additional:					
Contracts - D	\$0.00	0	\$0.00	\$4,000.00	\$4,000.00
Payroll - Accrual Balances - B	\$0.00	0	\$0.00	\$1,500.00	\$1,500.00

## Optional Tyler Software &amp; Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll - Certifications - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Deductions - B	\$0.00	0	\$0.00	\$1,800.00	\$1,800.00	\$0.00
Payroll - Education - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Position Control - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Recruiting - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - State Retirement Tables - B	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Project Grant Accounting - Actuals up to 3 years	\$0.00	0	\$0.00	\$1,500.00	\$1,500.00	\$0.00
D						
Project Grant Accounting - Budgets up to 3 years - D	\$0.00	0	\$0.00	\$1,500.00	\$1,500.00	\$0.00
Project Grant Accounting Standard - D	\$0.00	0	\$0.00	\$2,000.00	\$2,000.00	\$0.00
Purchasing - Purchase Orders - Standard Open	\$0.00	0	\$0.00	\$2,700.00	\$2,700.00	\$0.00
PO's only - D						
<b>TOTAL:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$22,000.00</b>	<b>\$22,000.00</b>	<b>\$0.00</b>

## Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
AP/PR Check Recon Import	1	\$1,000.00	\$0.00	\$1,000.00
AP Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
-Card Import Format	1	\$5,500.00	\$0.00	\$5,500.00
OS Cash Installation (Up to 3)	1	\$1,000.00	\$0.00	\$1,000.00
PR Positive Pay Export Format	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Library - General Billing	1	\$2,000.00	\$0.00	\$2,000.00
<b>TOTAL:</b>				<b>\$15,500.00</b>

## Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$4,000.00	\$0.00	\$4,000.00

## Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Inventory - Commodity Codes	\$1,200.00	\$0.00	\$1,200.00
Inventory Std Master	\$3,500.00	\$0.00	\$3,500.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$1,400.00	\$0.00	\$1,400.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Project Grant Accounting - Actuals up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting - Budgets up to 3 years	\$1,500.00	\$0.00	\$1,500.00
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$2,700.00	\$0.00	\$2,700.00
<b>TOTAL:</b>			<b>\$26,700.00</b>

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

Print Name: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUN hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The cost depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler for daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class, a second class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach where the initial trainer will train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Management applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Management Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form. In addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional charge. The use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W3, ACA, 1095C.

## Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be obtained from other sources, Tyler reserves the right to adjust prices accordingly.

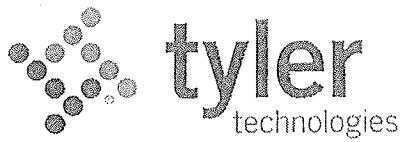
Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must be able to print labels for 8.5" x 11" PDF files, such as the Brother QL-700.

The Munis SaaS fees are based on 50 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate fees and resulting changes in the pricing categories.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing of forms.

Accounting/GL includes Accounts Payable and Budgeting.



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced quarterly in advance, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**

2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.

2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed

to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

**2.7 Other Fixed Price Services:** Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

**2.8 Change Management Services:** If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

### 3. Third Party Products.

**3.1 Third Party Software License Fees:** License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

**3.2 Third Party Software Maintenance:** The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

**3.3 Third Party Hardware:** Third Party Hardware costs, if any, are invoiced upon delivery.

**4. Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B  
Schedule 1  
Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

**2. Ground Transportation**

**A. Private Automobile**

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at



the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be

reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perm/diem](http://www.gsa.gov/perm/diem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

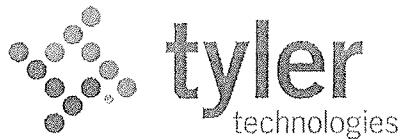
6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

### SERVICE LEVEL AGREEMENT

#### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

#### II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

#### III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

##### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

##### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error



Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

#### IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

#### V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**DocOrigin End User License Agreement**

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DocOrigin

SOFTWARE LICENSE

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By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

**1. LICENSE TERMS**

- 1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by OF Software Ltd., designed to provide unlocked access to the Software and its functionality.
- 1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that OF Software Ltd. will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to download and install a copy of the Software from [www.docorigin.com](http://www.docorigin.com) on a single machine and

use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.4 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of OF Software Ltd. only. Subject to all of the terms and conditions of this Agreement, OF Software Ltd. grants You, a perpetual (subject to termination by OF Software Ltd. due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sublicenseable license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by OF Software, the default license to the Software is a per-CPU license as described in A. below:

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is considered one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.7 **Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

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PLUMAS COUNTY

REVISED: 02/2018

## COUNTY ADMINISTRATIVE OFFICER

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### DEFINITION

Under policy direction, plans, organizes, and provides administrative direction and oversight for all County functions and activities; provides policy guidance and program evaluation to the Board of Supervisors and management staff; encourages and facilitates provision of services to County residents and businesses; fosters cooperative working relationships with State and local intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required.

Receives administrative and general policy direction from the Board of Supervisors. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision to the entire County staff through subordinate levels of management and supervision.

### DISTINGUISHING CHARACTERISTICS

The County Administrative Officer, appointed by the Board of Supervisors, serves as the Chief Executive Officer of the County, accountable to the Board of Supervisors and responsible for enforcement of all County codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the County's operations. The County Administrator is accountable for establishing and accomplishing County goals and objectives, and developing general policy guidelines.

### CLASSIFICATIONS DIRECTLY SUPERVISED

General Services, Administrative/Personnel Analyst, all Appointed Department Heads

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COUNTY ADMINISTRATIVE OFFICER - 2

**EXAMPLES OF DUTIES**

- Plans, organizes, and administers operations of the County either directly or through subordinate management and supervisory staff; coordinates and evaluates the work of the County in accordance with applicable laws, codes, and regulations and adopted policies and objectives of the Board of Supervisors.
- Directs and coordinates the development and implementation of goals, objectives, and programs for the Board of Supervisors and the County; develops administrative policies, procedures, and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient, and economical manner.
- Oversees the preparation of the annual budget for the County; authorizes directly or through staff, budget transfers, expenditures, and purchases; provides information regarding the financial condition and needs to the Board of Supervisors.
- Attends all Board meetings and advises the Board on issues, programs, and financial status; prepares and recommends long- and short-term plans for County service provision, capital improvements, and funding; and directs the development of specific proposals for action regarding current and future County needs.
- Represents the County and the Board in meetings with governmental agencies, community groups, and various businesses, professional, educational, regulatory, and legislative organizations.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the County government.
- Performs such investigations, studies or surveys as the Board of Supervisors may request or as deemed necessary for the efficient and effective use of the County's resources.
- Provides for contract services and franchise agreements; ensures proper performance of obligations to the County; has responsibility for enforcement of all County codes, ordinances, and regulations.
- Assist with the selection, training, professional development, and work evaluation of County staff; oversees the implementation of effective employee relations programs; provides policy guidance and interpretation to staff; serves as the hearing officer for grievances and discipline hearings; assists in the selection of department heads to the Board.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures, and other written materials.
- Ensures the maintenance of working and official County files.
- Ensures that the Board is kept informed of County functions, activities, and financial status, and of legal, social, and economic issues affecting County activities.
- Monitors changes in laws, regulations, and technology that may affect County operations; implements policy and procedural changes as required.
- Responds to the most complex, difficult, and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.

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## COUNTY ADMINISTRATIVE OFFICER – 3

### **EXAMPLE OF DUTIES** continued:

- Performs other related duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Principles, practices, and procedures of public administration in a County setting.
- Functions, services, and funding sources of a county government.
- Functions, authority, responsibilities, and limitations of an elected Board of Supervisors.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Principles, practices, methods, and procedures of County government budget development, administration, and accountability; fiscal and personnel management, cost accounting, and public funding as related to County government administration.
- Current social, political, and economic trends affecting County government and service provision.
- Modern office practices, methods, and computer equipment and applications related to the work.
- Record-keeping principles and procedures.
- English usage, grammar, spelling, vocabulary, and punctuation.

COUNTY ADMINISTRATIVE OFFICER – 4

**Knowledge of continued:**

- Techniques for effectively representing the County in contacts with government agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

**Ability to:**

- Plan, administer, coordinate, review, and evaluate the functions, activities, and staff of the County.
- Work cooperatively with, provide highly complex and responsible staff support to, and implement the policies of the Board of Supervisors.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls.
- Assist in the administrative activities of County offices and departments in such matters that are the concern and responsibility of the Board of Supervisors. Deleted: Supervise
- Direct the analysis and evaluation of annual budget requests of all County departments.
- Direct the preparation of the budget recommendations to the Board of Supervisors.
- Reviews department head performance and recommends pay adjustments for Board approval. Formatted: Highlight
- Direct the continuous review of County expenditures through the fiscal year, develops fiscal and organizational plans for the Board of Supervisors.
- Attend meeting of the Board of Supervisors and makes recommendations on administrative and budgetary matters.
- Interpret, apply, explain, and ensure compliance with applicable Federal, State, and local laws, rules, regulations, policies, and procedures.
- Conduct effective negotiations and effectively represent the County in meetings with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations, and the media.
- Serve effectively as the administrative agent of the Board of Supervisors.
- Direct the preparation of and prepare, verify, analyze, and reconcile clear and concise reports, records, correspondence, policies, procedures, and other written materials.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Gain cooperation through discussion and persuasion.

COUNTY ADMINISTRATIVE OFFICER – 5

**Ability to continued:**

- Appraise situations and people accurately and quickly and adopt an effective course of action.
- Perform mathematical computations.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment and computer applications related to the work.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Training and Experience:**

Qualifications needed for this position:

Equivalent to graduation from a four-year college or university with major coursework in public or business administration, political science, public policy, finance, or a related field and five (5) years executive-level experience in a related administrative/managerial capacity involving responsibility for planning, organization, and implementation of programs and services for an organization. An equivalent to a Master's Degree in Public or Business Administration is highly desired.

**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.