



Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District

Kevin Goss, 2nd District

Thomas McGowan, 3rd District

Greg Hagwood, Chair, 4th District

Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING

**SEPTEMBER 2, 2025 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

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. CLERK OF THE BOARD

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

B. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software, site license for collision software; effective September 25, 2025; not to exceed \$1,900.00; (No General Fund Impact) as approved in FY25/26 preliminary recommended budget 70356 / 520411 (Sheriff SLESF / Annual Software Fees); approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Anna Hanlon, RDH, to provide licensed dental screenings and oral health education at County Schools, Preschools, and the Community; effective July 1, 2025; not to exceed \$12,000.00; (No General Fund Impact) Oral Health; approved as to form by County

Counsel.

- 2) Approve and authorize Chair to ratify and sign a Memorandum of Understanding between Plumas County Public Health Agency and Plumas District Hospital to establish a collaborative framework PCPHA and PDH to facilitate a referral process for the Oral Health program; effective April 15, 2025; (No General Fund Impact); approved as to form by County Counsel.

D. ENVIRONMENTAL HEALTH

- 1) Approve and authorize Environmental Health to recruit and fill, funded and allocated, vacant 1.0 FTE Administrative Assistant I/II due to promotion; (General Fund Impact) as approved in FY25/26 preliminary recommended budget.

E. PLANNING

- 1) Approve and authorize the Planning Department to recruit and fill, funded and allocated, vacant 1.0 FTE Assistant/Associate/Senior Planner flexibility allocated position due to resignation, effective September 24, 2025; (General Fund Impact) as approved in FY25/26 preliminary recommended budget.

F. COUNTY CLERK-RECORDER

- 1) Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder Registrar of Voters, to Conduct the Uniform District Election Consolidated with the Statewide Special Election on November 4, 2025; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget 20100 (various; election services; printing; extra help; postage); approved as to form by County Counsel. **Roll call vote**

G. HUMAN RESOURCES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Client First for assistance with Munis; effective July 1, 2025; not to exceed \$50,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 20035/521900 (Professional Services); approved as to form by County Counsel; discussion and possible action.

2. DEPARTMENTAL MATTERS

A. PLUMAS COUNTY ANIMAL CONTROL - Chad Hermann

- 1) Approve and authorize Plumas County Animal Control to pay California State of Tax and Fee Administration a non-contract invoice in the amount of \$735.00, for owed taxes on a donated horse trailer during the Dixie Complex Fire; (General Fund Impact) 204428 / 520900 (Animal Control Vehicle Maintenance); discussion and possible action.

B. INFORMATION TECHNOLOGY - Gregory Ellingson

- 1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and KnowBe4 for security awareness training and PhishER subscriptions for three years; effective September 27, 2025; not to exceed \$22,107.14; (General Fund Impact) as approved in FY25/26 Preliminary Recommended budget 20220/520411 (IT/Annual Software Fee); approved as to form by County Counsel; discussion and possible action.

C. SHERIFF'S OFFICE - Chad Hermann

- 1) Adopt **RESOLUTION** authorizing Plumas County Sheriff's Office to apply for and administer grant funding from the California Board of State and Community Corrections (BSCC), Edward Byrne Memorial Justice Assistance Grant (JAG) program; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**
- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and PowerDMS software; effective September 2, 2025; not to exceed \$38,700.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget 70356/520411 (Sheriff/Annual

Software Fee); approved as to form by County Counsel; discussion and possible action.

D. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve the Public Health Agency's temporary change in hours of operation on Monday, September 22, 2025, from 8:30 a.m. to 1:00 p.m. for a mandatory, all-staff in-person professional development training day on Public Health 101; discussion and possible action.

E. AUDITOR-CONTROLLER - Martee Nieman

- 1) Adopt **RESOLUTION** Amending Resolution No. 25-9028 establishing Fiscal Year 2025/2026 Appropriations limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Approve and authorize supplemental budget transfer of \$298,843.00 from Fund# 0001 (General Fund Contribution) to 2003153/534360 (Contribution to Seniors) to cover over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

3. BOARD OF SUPERVISORS

- A. Approve and authorize Chair to ratify and sign an agreement between Plumas County Board of Supervisors and Hurst, Brooks, and Espinosa, LLC to provide services as an advocate for Plumas County before the State Legislature and Administration; effective July 1, 2025; not to exceed \$30,000.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.
- B. Verizon cell tower construction community and tribal concerns; discussion and possible direction to staff
- C. Correspondence and weekly reports by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Chief Probation Officer, Keevin Allred; Director of Facility Services & Airports, Nick Collin; Director of Environmental Health, Rob Robinette
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

5. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with real property negotiator pursuant to Gov. Code § 54956.8, regarding: Portions of APN's 025-020-033, 025-050-044, 128-010-027, 128-010-049, 128-010-029, 025-050-027, 025-050-054, 128-030-023, 025-020-034, 025-050-035, 128-090-028, 128-090-021,

128-010-054, 128-231-010, 128-010-028, 128-010-055, 128-010-048, 025-260-003, 025-260-014, and 025-020-030. Agency Negotiator Rob Thorman, Negotiating Parties: City of Portola and Department of Water Resources, Discussion of Terms of Payment

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

- A. **ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.**
- B. **RECONVENE AS THE BOARD OF SUPERVISORS**

7. **ADJOURNMENT**

Adjourn meeting to Tuesday, September 9, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



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

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: September 2, 2025
SUBJECT: Approve the Meeting Minutes for all meetings held in August 2025, as submitted.

Recommendation:

Approve the Meeting Minutes for all meetings held in August 2025, as submitted.

Background and Discussion:

Monthly the Board of Supervisors approves the prior months' Meeting Minutes.

Action:

Approve the Meeting Minutes for all meetings held in August 2025, as submitted.

Fiscal Impact:

No General Fund Impact, meeting minutes approval only.

Attachments:

1. Minutes 08-05-2025
2. Minutes 08-12-2025
3. Minutes 08-19-2025
4. Minutes 08-25-2025



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 5, 2025

STANDING ORDERS

Live Stream of Meeting

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

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CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Kurt Nieman led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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Clint K. spoke regarding the California Fair Plan

Rick F. spoke regarding forming the Financial Advisory Committee.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Chad Hermann (Sheriff) congratulates Todd Johns on his retirement, and also updates the Board on arrests in Plumas County.

Rob Thorman (Public Works Director) updates the Board on a Public Meeting being held regarding Court St. in Quincy on August 12, 2025, in the Library, and also speaks to the Off Highway Motor Vehicles path grant \$314,000.00.

Chair Goss thanks outgoing Sheriff Todd Johns

Supervisor Hall thanks outgoing Sheriff Todd Johns.

CHP LT. thanks outgoing Sheriff Todd Johns on his retirement.

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

No Report Provided.

B. US FOREST SERVICE

Report and update.

Kaitlyn with the Forest Service on ongoing projects at the Forest Service

C. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

Martee Niemann (Auditor) updates the Board on still working on the conversion with Pentamation and Munis.

D. COUNTY TREASURER'S REPORT

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

No Report Provided.

E. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

Covered under Munis/HR updates.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Plumas District Hospital to provide services related to the Ryan White Part C Program; effective April 1, 2025; not to exceed \$29,090.00; (No General Fund Impact) (RW Part C); approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Sue Haun dba Strategies by Design to provide TURP Program evaluations; effective July 1, 2025; not to exceed \$48,840.00; (No General Fund Impact) (TURP); approved as to form by County Counsel.
- 3) Approve and authorize the Chair to ratify and sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY25/26 from the Department of Veteran Affairs.

B. CLERK OF THE BOARD

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

C. CODE ENFORCEMENT

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

D. OFFICE OF EMERGENCY SERVICES

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

E. SHERIFF'S OFFICE

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and NMS Labs, to provide laboratory testing and services; effective July 1, 2025; not to exceed \$30,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 70330 / 524438 (SHERIFF / CORONER EXPENSE); approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Troy's Automotive to provide general automotive repairs and services; effective July 1, 2025; not to exceed \$9,999.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget (various budgets); approved as to form by County Counsel.

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

F. PROBATION

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Probation and Noble Software Group, a Washington Limited Liability Company, to provide validation studies intended to assist in evaluating the effectiveness of programs and practices implemented by Probation; effective July 1, 2025 through June 30, 2026; not to exceed Nine-Thousand and 00/100 Dollars (\$9,000.00); No General Fund Impact, agreement will be paid in its entirety out of SB678 state grant funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Probation Department and Environmental Alternatives, a California Corporation dba EA Family Services; effective August 25, 2025, through August 24, 2026; not to exceed \$168,000.00; No General Fund Impact, service agreement will be paid for out of State Probation Grant funding; approved as to form by County Counsel.

G. HUMAN RESOURCES

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

H. ENVIRONMENTAL HEALTH DEPARTMENT

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

I. FACILITY SERVICES

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

J. PUBLIC WORKS/ROAD

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

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

THIS ITEM WAS PULLED OFF OF THE CONSENT AGENDA AND DISCUSSED AT THE REQUEST OF SUPERVISOR MCGOWAN

Motion: Adopt [**RESOLUTION No. 25-9045**](#) Approving and authorizing the execution of a contract with California Department of Parks and Recreation, for the purpose of providing groomed over snow vehicle trails within Plumas County; authorizing the Department of Public Works to enter into a land-use contract with the California State Parks and Recreation Department to provide snow plowing and sanding services from County Roads to State Over-Snow trail heads. No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (summary: Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Rob Thorman presents

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

K. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Gold Country Storage for storing office records and transitional housing furniture, effective July 1, 2025; not to exceed \$3,500 per fiscal year. (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District school-based Mental Health services, effective July 1, 2025; not to exceed \$251,932.00 (No General Fund Impact) Mental Health Services Act; approved as to form by County Counsel.

- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Department of Health Care Services for the county's non federal share of Medi-Cal payments for Drug Medi-CAL services; effective July 1, 2023; No General Fund Impact. State and Federal Funds. Approved as to form by County Counsel.

- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and the County of Butte to provide live virtual DUI programs for Plumas County clients; effective July 1, 2025; this agreement is non-financial and approved as to form by County Counsel.
- 5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Agency's Alcohol and Other Drug Prevention program, focusing on Plumas County's youth, effective July 1, 2025; not to exceed \$110,078.00; (No General Fund Impact)a combination of State and Federal funding; approved as to form by County Counsel.
- 6) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, FTE 1.0; Behavioral Health Administrative Services Officer, due to resignation (No General Fund Impact), State and Federal funds

L. SOCIAL SERVICES

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

3. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY - Gregory Ellingson

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

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Information Technology and Plumas Sierra Telecommunications; effective 8/5/2025; not to exceed \$158,892 (General Fund Impact) as approved in FY25/26 preliminary recommended budget (2022052/520203); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Greg Ellingson presents

Supervisor McGowan comments

Chad Hermann comments

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

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Development Group, Inc. for Meraki switches and 5-year licenses for the Sheriff's Office; effective August 8, 2025; not to exceed \$23,381.08; (General Fund Impact) as expected to be approved in FY25-26 preliminary recommended budget (2022052/529851); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Greg Ellingson presents

Rick F. comments

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

Motion: Approve and authorize Plumas County Information Technology to pay Superion, LLC, a CentralSquare Company, a non-contract invoice in the amount of \$13,549.87 for continued use of legacy human resources management software; (General Fund Impact) use of budget line item (2022052/520411), FY24-25 budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Greg Ellingson presents

Rick F. comments

Supervisor Hall comments

B. HUMAN RESOURCES - Sara James

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

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

Motion: A) Adopt [**RESOLUTION No. 25-9046**](#) ratifying the Memorandum of Understanding between Plumas County and the Confidential Unit; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Confidential Unit; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

County Counsel Josh Brechtel presents

Rick F. comments

Janet C. comments

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

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

Moved by Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Interim HR Director Sara James presents

Supervisor McGowan comments

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

Motion: Adopt [**RESOLUTION No. 25-9047**](#) approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Interim HR Director Sara James presents

C. DISTRICT ATTORNEY - David Hollister

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

Motion: Adopt [**RESOLUTION No. 25-9048**](#) to Amend Fiscal Year 2025-2026 Plumas County Position Allocation for the District Attorney, Budget Units #70301 and Public Administrator #20432; approved as to form by County Counsel; discussion and possible action. **Roll call vote.** , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

District Attorney Hollister presents

D. SHERIFF'S OFFICE - Chad Hermann

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

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and AT&T, to provide maintenance and support for the 911 CPE; effective July 1, 2025; not to exceed \$58,572.53; (No General Fund Impact) 70375 / 521250 (COMMUNICATIONS / COMMUNICATION EQUIPMENT) and to be reimbursed by Cal OES; approved as to form by County Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Hermann presents

Deputy C. Peay comments

E. AGRICULTURE WEIGHTS AND MEASURES - Willo Vieira

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

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Agriculture Weights and Measures/Farm Advisor/Fair and UBEO West for copy machine lease; effective June 3, 2025, through June 2, 2028; not to exceed \$23,000; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

AG Commissioner Willo V. presents

Rick F. comments

Supervisor Hall comments

Supervisor McGowan comments

Janet C. comments

Sara B. comments

F. FAIRGROUNDS - John Steffanic

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

Motion: Review and approve Outdoor Music Festival Permit for Stilldream-August 07-13, 2025 to be held in Belden Town., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Fair Manager John Steffanic presents

Supervisor Hall comments

Planning Director Tracey Ferguson comments

G. PLUMAS COUNTY VICTIM WITNESS - Kori Bouma

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

Motion: Adopt [**RESOLUTION No. 25-9049**](#) authorizing the Probation Chief to act as Authorized Agent to enter into an agreement and any subsequent Sub-award Amendments with Cal OES for the receipt of grant funds for funding of the Victim Witness Program for grant period of October 1, 2025, through September 30, 2030; (No General Fund Impact); grant funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Kori Bouma presents

H. PLANNING - Tracey Ferguson

1) TIME CERTAIN 11:00AM: CONTINUED PUBLIC HEARING:

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

Motion: TIME CERTAIN 11:00AM: CONTINUED PUBLIC HEARING:

1. Receive public comment from the continued public hearing from July 15, 2025; and
2. Adopt [**RESOLUTION No. 25-9050**](#) 2025 Spring, Plumas County Zone Change Staniger (ZC 9-23/24-01) owner/applicant; approved as to form by County Counsel; and
3. Find the Zone Change (ZC 9-23/24-01) approval by **ORDINANCE** exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3); and
4. Adopt an [**ORDINANCE No. 25-1160**](#) of the County of Plumas, State of California, first introduced on July 15, 2025, Zone Change Zoning Ordinance, Staniger Zone Change (ZC 9-23/24-01); approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve,

Moved by Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Planning Director Ferguson presents

Supervisor McGowan comments

4. BOARD OF SUPERVISORS

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

Motion: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Board of Supervisors and Renne Public Law Group increasing the compensation to \$30,000.00 for additional representation; (General Fund Impact) #20020/521900 (General Services/Professional Services; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 4, Vice-Chair Hall.

No: Supervisor - District 5 Engel.

Chair Goss presents

Jane Braxton-Little comments

Dan K. comments

Rick F. comments

County Counsel Josh Brechtel comments

- B. Terra Fuego Fuel Reduction and Fire Protection.

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

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

THIS ITEM WAS TABLED UNTIL AUGUST 12, 2025, AT THE REQUEST OF THE CHAIR

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

Notice of Vacancy was read aloud to the public.

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

Reported by Supervisor Hall regarding matters related to County Government and included attending the Strategic Planning meeting, and core communications.

Reported by Supervisor McGowan regarding matters related to County Government and included having a conversation with Representative Doug LaMalfa.

Reported by Supervisor Goss regarding matters related to County Government and included attending the Strategic Planning meeting, Norcal EMS, Gold Digger Days, and meeting with the members of the IVCSD Board.

Reported by Supervisor Engel regarding matters related to County Government and included attending the Strategic Planning meeting, SWTF meeting, and the Transportation meeting.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending the First 5 meeting, CF&W meeting, and the California Cattlemen's meeting.

E. APPOINTMENTS

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

Motion: Appoint Chad Hermann as the new Plumas County Sheriff/Coroner; effective August 5, 2025; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Supervisor Hall comments

Chair Goss comments

Supervisor McGowan comments

Supervisor Engel comments

District Attorney Hollister comments

Linda M. comments

Rick F. comments

Janet C. comments

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

- B. Personnel: Public Employee Performance Evaluation: Behavioral Health Director (Board Only)
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (3 cases).
- E. Public Employee Appointment Pursuant to Government Code Section 54957(b) Title: County Administrative Officer
- F. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivisions (d)(2) & (e)(4) of Government Code §54956.9 (1 case)

The closed session is based on documents publicly available and included in the Board Packet for Item 2.C.1 (Departmental Matters/Treasurer-Tax Collector) on the March 18, 2025, Board of Supervisors Regular Meeting Agenda.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.

6. ADJOURNMENT

Adjourned meeting to Tuesday, August 12, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 12, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Undersheriff J. Beatley led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

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

R. Foster commented on Zoom not working properly sometimes

C. Koble comments on Sheriff Hermann and congratulates him on his appointment.

J. Threet comments via Zoom on the COVID-19 vaccine.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (Clerk Recorder/Registrar) updates the Board on Uniform District Elections; Ballots will be mailed out on the 6th of October. She informed the public to make sure that their addresses are current. The elections that are on the ballot for Plumas County include IVCSD, American Valley CSD, PUSD #5.

Rob Thorman (PW Director) updates the Board that tonight, August 12, 2025, at the Quincy Library they are having a public meeting concerning the closure of Court Street.

Sheriff Hermann updates the Board that they are closing the Dispatcher application list, and introduces J. Beatley as the new Undersheriff. His department currently has 8 open positions on patrol.

Grant Manager Zach Gately updates the Board on the Strategic Plan

Interim HR Director Sara James updates the Board on HR activities.

ACTION AGENDA

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

The Board received a presentation from Craig Ferguson with RCRC.

Supervisor Hall comments

Supervisor McGowan comments

Rick F. comments

Janet C. comments

Clint K. comments

Supervisor Engel comments

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. SOCIAL SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Environmental Systems Inc. replace 7 door units for key cards; effective work to be completed no later than June 30, 2026; not to exceed \$33,788.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and Granite Data Solutions for the purchase of 15 computers; total not to exceed \$13,951.56; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign a Purchase agreement between Plumas County Department of Social Services and UBEO West LLC for the purchase of 2 Printers; total not to exceed \$2,095.60; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.
- 4) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Staff Services Analyst I/II; (No General Fund Impact) State and Federal Funds
- 5) Approve and authorize Social Services to recruit and fill, funded and allocated, vacant 1 FTE Welfare Fraud Investigator I/II; (No General Fund Impact). Funds to support this position come from state, federal and realignment dollars.

B. SHERIFF'S OFFICE

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

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

C. PUBLIC WORKS/ROAD

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

D. HUMAN RESOURCES

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

E. BEHAVIORAL HEALTH

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

F. PUBLIC HEALTH AGENCY

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

G. BOARD OF SUPERVISORS

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

2. DEPARTMENTAL MATTERS

A. SHERIFF'S OFFICE - Chad Hermann

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

Motion: Approve and authorize the Federal Annual Equitable Sharing Agreement and Certification (ESAC) report to the U.S. Department of Justice and U.S. Department of the Treasury for the asset forfeiture fund and authorize the preparer to submit the report electronically; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Hermann presents

B. INFORMATION TECHNOLOGY - Gregory Ellingson

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

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Greg Ellingson presents

C. PUBLIC WORKS/ROAD - Rob Thorman

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

Rob Thorman Public Works Director is present and addresses the Board with an overview of the matter before them.

The Chair opens the public hearing. There being no further comment, the hearing is closed.

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

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Rob Thorman presents

Rick F. comments

Supervisor Hall comments

Linda M. comments

The title of the Ordinance is read and continued to August 19, 2025, for adoption.

D. SOCIAL SERVICES - Christine Renteria

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

Motion: Approve and authorize Chair to sign an agreement between Plumas County Social Services and Chuck Patterson Toyota for the fixed asset purchase of 2025 Tacoma SR; total not to exceed \$42,376.75; (No General Fund Impact) #7059054/#541501 Realignment Funds; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Jennifer Bromby presents

E. FAIRGROUNDS - John Steffanic

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

Motion: Approve and authorize Plumas County Fairgrounds to pay Dickens Drilling a non-contract invoice in the amount of \$6687.60 for emergency well repairs; (No General Fund Impact) funds will be taken from the FY 23/24 adopted budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

John Steffanic presents

Supervisor McGowan comments

Plumas Sun comments

F. HUMAN RESOURCES - Sara James

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

Motion: Approve and adopt the Appointed Department Head Annual Performance Evaluation/Review Policy, allowing department heads to submit employment contract amendment requests; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sara James presents via Zoom

Supervisor Hall comments

3. BOARD OF SUPERVISORS

A. APPOINTMENTS

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

Motion: Appoint Bob Orange to the Taylorsville Cemetery Board for a four-year term ending on August 12, 2029; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 2) Appointment for the alternate position on Trindel and Prism Board; discussion and possible action.

Motion: Appointment for the alternate position on Trindel and Prism Board; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2, Chair Goss, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

An appointment was made to Supervisor McGowan as the alternate to both of these Boards.

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

Reported by Supervisor Hall regarding matters related to County Government and included attending the Core Group Strategic Planning meeting, and the Quincy Rotary Meeting.

Reported by Supervisor McGowan regarding matters related to County Government and included attending Merchants night out in Chester.

Reported by Supervisor Goss regarding matters related to County Government and included attending the Core Group Strategic Planning meeting, LAFco, and Cal LAFco.

Reported by Supervisor Ceresola regarding matters related to County Government and include speaking about the wolf concerns in Sierra/Plumas County.

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.
Item 4.B was not discussed.

5. ADJOURNMENT

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



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 19, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Chandler Peay led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Goss states that there was a typo on Item No. 3.C.1

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.

Rick F. comments regarding the Treasurer Oversight Committee

Clint K. introduces Ms. C. Hauck who speaks about the PCT Hikers

Jullie Threet speaks via Zoom on the COVID-19 vaccine

Chair Goss states that there was a Public Comment received via email attached.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18932>

D. Hopkins speaks regarding the closure of Court Street.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

District Attorney Hollister updates the Board on the recent arrests and safety around the Courthouse.
Grant Manager Zach Gately updates the Board on the Strategic Planning meetings that will be happening around Plumas County.

ACTION AGENDA

1. UPDATES AND REPORTS

A. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT (10 MINUTES)

Report and update on Dixie Fire Business and Economic Recovery efforts.

The Board received an update from Clint Koble.

B. Update on the Plumas County Strategic Planning Process; discussion and possible staff direction.

The Board received an update from Grant Manager Zach Gately.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18931>

Supervisor Hall comments

Supervisor McGowan comments

Rick F. comments

Deputy County Counsel comments

Plumas Sun comments

Janet C. comments

D. Hopkins comments

Linda M. comments

C. Update from Plumas Housing Council, hand-out only.

The Board received the housing update via the back-up material.

2. **CONSENT AGENDA**

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

A. **FACILITY SERVICES**

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Pacific States Communications of Nevada INC for security camera installations; effective 8/5/2025; not to exceed \$65,544.19; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget (2012054/540110); approved as to form by County Counsel.

THIS ITEM WAS PULLED OFF THE CONSENT CALENDAR AT THE REQUEST OF J. CRANE

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Facility Services and Pacific States Communications of Nevada INC for security camera installations; effective 8/5/2025; not to exceed \$65,544.19; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget (2012054/540110); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Facilities Director Nick Collin presents

Supervisor Hall comments

Janet C. comments

Supervisor McGowan comments

- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and All Star Painting KB Inc. for exterior painting of Sheriff's Office and Animal Services effective August 19th; not to exceed \$21,230.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget (2012054 / 540110); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State Elevator Company, Inc. for elevator maintenance, repair, and inspection; effective September 1, 2025; not to exceed \$27,000.00; Direct impact on General Fund as approved in FY25/26 preliminary recommended budget 2012052 520906; approved as to form by County Counsel.
- 4) Approve and authorize Board Chair to sign a Lease Agreement between Facility Services & Airports and Plumas Rural Services for the use of the Orchard House; effective September 1, 2025, through August 31, 2028; (General Fund Impact) positive of \$3,600 annually; approved as to form by County Counsel.

B. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and Glenn County for the purpose of providing CWS/CMS Staff Training; effective July 1, 2025–June 30, 2028; not to exceed \$5,064.00/ fiscal year; (No General Fund Impact) State and Federal Funding ; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Social Services and PC Probation, PCBH, PCOE, PCIRC, FNRC and California Tribal TANF System Partners delivering shared services to children, Youth and Families; effective July 1, 2024–June 30, 2027; not to exceed \$0.00; (No General Fund Impact) No Funds used; approved as to form by County Counsel.

C. PLANNING

- 1) Approve and authorize Chair to sign the Homeless Housing, Assistance and Prevention Program Round 6 (HHAP-6) Joint Application and Regional Coordination Memorandum of Understanding (MOU) between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and Training, Education, and Community Help, Inc. ("Teach, Inc."), as the Administrative Entity for the NorCal Continuum of Care; effective on August 19, 2025, for Plumas County; no General Fund impact; HHAP 6 Grant Funding; approved as to form by County Counsel.

D. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to provide certain services for County in accordance with the California Department of Public Health Hospital Preparedness Program Cooperative Agreement, LEMSA Deliverables for fiscal year 2025-2026; effective July 1, 2025; not to exceed \$7,408.76; (No General Fund Impact) (HPP); approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Ashley Blesse, RN to act as medical clinical advisor for Plumas, Sierra, and Lassen counties; effective July 1, 2025; not to exceed \$12,000.00; (No General Fund Impact) (HPP); approved as to form by County Counsel.
- 3) Approve and authorize Chair to sign two agreements between Plumas County Public Health Agency and Lassen County Public Health Department to provide services for the Ryan White Part B and Part C programs; effective April 1, 2025; not to exceed RW Part B \$10,889.00; not to exceed RW Part C \$12,260.00; (No General Fund Impact) (RW Part B and RW Part C; approved as to form by County Counsel.

- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Dillon Parker dba Dillon's Mobile Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.
- 5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Robert Price dba Coates Tire Center to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.
- 6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Levi Pence dba Hi-Tech Frame and Finish to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.
- 7) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Jonathan Ricetti dba JR's Auto & Truck Repair to provide automotive repair services; effective July 1, 2025; not to exceed \$9,999.00; (No General Fund Impact) (Senior Transportation, Realignment, allocated throughout Public Health programs); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. HUMAN RESOURCES - Sara James

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

Motion: Adopt [**RESOLUTION No. 25-9051**](#) approving Plumas County's Pay Schedule; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**. **Action:** Approve, **Moved by** Supervisor - District 2, Chair Goss, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Interim HR Director Sara James presents

Rick F. comments

2) **11:00 AM - PUBLIC HEARING:** Pursuant to AB 2561, agencies are required to annually present the status of vacancies, recruitment, and retention efforts at a public hearing prior to the adoption of their annual budget; discussion and possible action.

The Board received a presentation from Interim HR Director Sara James on the Plumas County vacancy report.

Chandler Peay comments

Janet C. comments

Debbie H. comments

Rick F. comments

Supervisor McGowan comments

Supervisor Hall comments

3) A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Probation Association and the Mid-Management Probation Association; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

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

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

Motion: A) Adopt **RESOLUTION No. 25-9052** ratifying the Memorandum of Understanding between Plumas County and the Probation Association and the Mid-Management Probation Association; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

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

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Probation Mid-Management Association; effective January 1, 2025, through December 31, 2026; (General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Interim HR Director Sara James presents

4) A) Adopt **RESOLUTION** ratifying the Memorandum of Understanding between Plumas County and the Public Works and Public Works Mid-Management & Supervisors Unit represented by Operating Engineers Local #3; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Mid-Management & Supervisors Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Motion: A) Adopt [**RESOLUTION No. 25-9053**](#) ratifying the Memorandum of Understanding between Plumas County and the Public Works and Public Works Mid-Management & Supervisors Unit represented by Operating Engineers Local #3; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

B) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action.

C) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County and the Public Works Mid-Management & Supervisors Unit; effective July 1, 2025, through June 30, 2027; (General Fund Impact); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Interim HR Director Sara James presents

Plumas Sun comments

Supervisor Hall comments

Debbie H. comments

B. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **11:00 AM - PUBLIC HEARING:** Adopt an [**ORDINANCE**](#) of the County of Plumas, State of California, first introduced on August 12, 2025, Amending Article 5, Chapter 3 of Title 4 of the Plumas County Code; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: **11:00 AM - PUBLIC HEARING:** Adopt an [**ORDINANCE No. 25-1161**](#) of the County of Plumas, State of California, first introduced on August 12, 2025, Amending Article 5, Chapter 3 of Title 4 of the Plumas County Code; approved as to form by County Counsel; discussion and possible action. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Public Works Director Rob Thorman presents

D. Hopkins comments

C. AUDITOR/CONTROLLER - Martee Nieman

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor and Rodney Craig Goodman for assistance with the County budget and other related accounting needs; effective July 1, 2025; not to exceed \$280,000; (General Fund Impact) as approved in FY25/25 preliminary recommended budget (2004052 / 521900); approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor and Rodney Craig Goodman for assistance with the County budget and other related accounting needs; effective July 1, 2025; not to exceed \$280,000; (General Fund Impact) as approved in FY25/25 preliminary recommended budget (2004052 / 521900); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 4, Vice-Chair Hall, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Auditor Controller Martee Nieman presents

D. Hopkins comments

Linda M. comments

Supervisor Hall comments

D. AGRICULTURE/WEIGHTS & MEASURES - Willo Vieira

- 1) Adopt **RESOLUTION** of the Plumas County Board of Supervisors and Sierra County Board of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-9054** of the Plumas County Board of Supervisors and Sierra County Board of Supervisors authorizing the Plumas County Agricultural Commissioner to Contract with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Service-Wildlife Services (APHIS-WS) to maintain an Integrated Wildlife Damage Management Program (IWDM) and to Designate the Agricultural Commissioner as the Authorized Representative; (General Fund Impact) as requested in the FY25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

AG Commissioner Willo Vieria presents

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18930>

D. Hopkins comments

Tim O. comments

E. SHERIFF'S OFFICE - Chad Hermann

- 1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant (1.0) FTE Sheriff's Patrol Commander and to recruit and fill any subsequent vacancies created by filling the Patrol Commander position until each promotional position is filled due to the cascading effect of filling the Patrol Commander position (General Fund Impact) as approved in FY 25/26 preliminary recommended budget.

Motion: Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant (1.0) FTE Sheriff's Patrol Commander and to recruit and fill any subsequent vacancies created by filling the Patrol Commander position until each promotional position is filled due to the cascading effect of filling the Patrol Commander position (General Fund Impact) as approved in FY 25/26 preliminary recommended budget., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

Sheriff Hermann presents

Deputy County Counsel comments

Facilities Director Nick Collin comments

Plumas Sun comments

Supervisor Hall comments

4. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Appoint Daniel Haverfield, Plumas County Board of Supervisors Appointee, to the Airport Land Use Commission (ALUC) through May 1, 2028; discussion and possible action.

Motion: Appoint Daniel Haverfield, Plumas County Board of Supervisors Appointee, to the Airport Land Use Commission (ALUC) through May 1, 2028; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

B. CORRESPONDENCE AND WEEKLY REPORTS BY BOARD MEMBERS OF MEETINGS

ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hall regarding matters related to County Government and included attending the Transportation meeting and Strategic Planning meeting

Reported by Supervisor Goss regarding matters related to County Government and included attending the Waste Management meeting, RCRC, and Disaster Recovery Coordinator Interviews.

Reported by Supervisor Engel regarding matters related to County Government and included attending the Grizzly Ranch CSD meeting, and a meeting with Sheriff Hermann regarding illegal dumping.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending the SVGW meeting, CDFW meeting, and Air Quality meeting.

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public Employee Performance Evaluation - Behavioral Health Director

- B. Personnel: Public Employee Performance Evaluation: Environmental Health Director
- C. Public Employee Appointment Pursuant to Government Code §54957(b) Title:County Administrative Officer
- D. Public Employee Appointment Pursuant to Government Code §54957(b) Title: Social Services Director
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- F. Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to subdivisions (d)(2) & (e)(4) of Government Code §54956.9 (1 case)

The closed session is based on documents publicly available and included in the Board Packet for Item 2.C.1 (Departmental Matters/Treasurer-Tax Collector) on the March 18, 2025, Board of Supervisors Regular Meeting Agenda.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.

6. ADJOURNMENT

Adjourned meeting to Monday, August 25, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District
Allen Hiskey, Clerk of the Board

MEETING MINUTES

ADJOURNED SPECIAL MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON AUGUST 25, 2025

STANDING ORDERS

Live Stream of Meeting

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

ZOOM Participation

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

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

Public Comment Opportunity/Written Comment

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

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall

PLEDGE OF ALLEGIANCE

Laura Kearns led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

As this will be a special meeting public comments will be limited to matters on the agenda only. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Linda J. comments regarding Item 1.A.1.: written public comment attached. <https://www.plumascounty.us/Archive.aspx?ADID=18937>

Ashlee S. comments via zoom regarding item 1.A.1.

Laura K. comments regarding item 1.A.1.

ACTION AGENDA

1. DEPARTMENTAL MATTERS

A. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign an Settlement and Release Agreement between Plumas County Treasurer/Tax Collector Julie White and Lewis Brisbois Bisgaard & Smith in the amount of \$175,000 in exchange for a release of claims; (General Fund Impact); approved as to form by Renne Public Law Group; discussion and possible action.

Renne Law Group's Rubin Cruse presents item.

Supervisor Engel, Supervisor Hall, Supervisor McGowan and Supervisor Goss comment.

Motion: Approve and authorize Chair to sign a Settlement and Release Agreement between Plumas County Treasurer/Tax Collector Julie White and Lewis Brisbois Bisgaard & Smith in the amount of \$175,000 in exchange for a release of claims as well as writing a formal apology to Treasurer/Tax Collector, Julie White, from the Board; **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

No: Supervisor - District 3 McGowan.

- 2) Request a budget adjustment to line item 2002052/521901 (County Administration/Litigation) for FY 24/25 in the amount of \$40,000 to cover the un-budgeted expense of litigation; discussion and possible action; **Four/Fifths roll call vote.**

Linda J. comments on this item.

Auditor-Controller, Martee Niemen, presents clarification on this item.

Motion: Request a budget adjustment to line item 2002052/521901 (County Administration/Litigation) for FY 24/25 in the amount of \$40,000 to cover the un-budgeted expense of litigation; **Four/Fifths roll call vote.** **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4,

Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3

McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

- 3) Approve and authorize supplemental budget transfer for FY 24/25 of \$40,000 from General Fund Use of Fund Balance to 2002052/521901 (County Administration/Litigation to cover the over-budget costs associated with litigation; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer for FY 24/25 of \$40,000 from General Fund Use of Fund Balance to 2002052/521901 (County Administration/Litigation to cover the over-budget costs associated with litigation; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve,

Moved by Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4, Vice-Chair Hall.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2, Chair Goss, Supervisor - District 3

McGowan, Supervisor - District 5 Engel, Supervisor - District 4, Vice-Chair Hall.

2. CLOSED SESSION

- A. Public Employee Appointment Pursuant to Government Code §54957(b) Title: Social Services Director

3. REPORT OF CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.

4. ADJOURNMENT

Adjourned meeting to Tuesday, September 2, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software, site license for collision software; effective September 25, 2025; not to exceed \$1,900.00; (No General Fund Impact) as approved in FY25/26 preliminary recommended budget 70356 / 520411 (Sheriff SLESF / Annual Software Fees); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software, site license for collision software; effective September 25, 2025; not to exceed \$1,900.00; (No General Fund Impact) as approved in FY25/26 preliminary recommended budget 70356 / 520411 (Sheriff SLESF / Annual Software Fees); approved as to form by County Counsel.

Background and Discussion:

Contract to provide Sheriff's Office with a site license for collision software.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software, site license for collision software; effective September 25, 2025; not to exceed \$1,900.00; (No General Fund Impact) as approved in FY25/26 preliminary recommended budget 70356 / 520411 (Sheriff SLESF / Annual Software Fees); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) as approved in FY25/26 preliminary recommended budget 70356 / 520411 (Sheriff SLESF / Annual Software Fees); approved as to form by County Counsel.

Attachments:

1. Crossroads Software 2025 FINAL



SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is entered into between KAM Software Technologies, DBA Crossroads Software ("Vendor") and the Plumas County Sheriff Department ("Customer").

1. Scope Of Agreement

During the term of this Agreement, as set forth in Section 2, Vendor agrees to provide Customer standard maintenance, custom enhancement, on-site support, and training services, as set forth in Sections 3, 5, 6, and 7, for the computer programs and user manuals listed in Exhibit A to this Agreement (collectively "Software").

2. Term

- a. *Effective Date:* This Agreement shall take effect upon the installation and successful startup and acceptance of the Vendor's software and remain in effect for a one-year period thereafter.
- b. *Renewal options:* The Customer shall have the right to renew this maintenance agreement on an annual basis, at prices mutually agreed to by the Vendor and the Customer. Increases in annual maintenance costs shall not exceed 4% per year.
- c. *Termination Date:* This Agreement shall terminate upon the earlier to occur of (i) thirty days written notice from the Customer, (ii) the effective date of a subsequent agreement concerning maintenance services entered into between Customer and Vendor, or (iii) an event listed in Section 11 below.

3. Standard Maintenance Services

- a. *Scope of Services.* During the term of this Agreement, Vendor will provide Customer the following Standard Maintenance Services for the Software:

- i. Corrections of substantial defects in the Software so that the Software will operate as described in the initial project presentation, installation and training.
 - ii. Periodic updates of the Software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, (C) enhancements to provide additional features, and (D) updates to accommodate changes in the state and county court standards for traffic collision reporting, citation writing and changes to interfaces to other systems.



iii. Telephone, email and web support, including dial-up support between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, excluding federal holidays, to assist Customer in using the Software.

iv. Guaranteed response time for technical assistance of 4 hours when provided remotely; or 72 hours if required onsite at the Customer's facilities.

vi. Online users guides in PDF format, for installation and specific user functions,

b. *Services Not Included.* Standard Maintenance Services do not include:

i. Charged For Enhancements that are offered, at Vendor's sole discretion, to Customers upon payment of an additional fee.

ii. Custom Programming Services.

iii. On-site support.

iv. Training.

v. Hardware and related supplies.

4. Charged-For-Enhancements

From time to time, at Vendor's sole discretion, Vendor will make available to Customer Charged For Enhancements to the Software that Customer may license from Vendor upon payment of the license fee established by Vendor.

5. Custom Programming Services

Vendor will provide Custom Programming Services to Customer, as agreed to in a written addendum to this Agreement, signed by both parties, that specifies the Custom Programming Services to be provided by Vendor and the fee for the services. Custom Programming Services shall include, but are not limited to, development of custom computer programs and installation, training, and maintenance with respect to such computer programs.

6. On-Site Support



Vendor, upon receipt of a written request from Customer, will provide Customer On-Site Support at a mutually agreed time. Customer agrees to pay Vendor all reasonable costs associated with the provision of on-site support, including charges for (i) Vendor's personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 below.

7. Training

Upon receipt of a written request from Customer, Vendor will provide Training at a mutually agreed time at the Customer's facility. Customer agrees to pay Vendor all costs associated with this Training, including (i) charges for Vendor's personnel, which may include a surcharge for training conducted at Customer's location, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 below.

8. Maintenance Fee

b. *Amount of Fee.* Customer agrees to pay Vendor a Maintenance Fee, in the amount set forth in Exhibit A, plus any applicable taxes pursuant to Section 9 below, for Standard Maintenance Services provided by Vendor pursuant to this Agreement.

d. *Other Charges.* Customer agrees to pay Vendor for Charged For Enhancements, Custom Programming Services, Remote Support, and Training in the amount and pursuant to the terms set forth in the quotation provided for such services.

9. Payment Terms

a. *Due Date.* Customer agrees to pay the Maintenance Fee to the Vendor on or before the Maintenance Fee Due Date set forth in Exhibit A. Customer agrees to pay all other amounts due Vendor for services under this Agreement in accordance with the payment schedule set forth on the invoice for the services.

b. *Payment Terms.* Payment shall be net 30 days in United States currency.

c. *Taxes.* "Taxes" means all federal, state, local and other taxes, including sales, use and property taxes, related to this Agreement, Customer's use of the Software, or any services provided by Vendor to Customer related to the Software, excluding taxes based on Vendor's net income.

10. Obligations of Customer



- a. *Customer Contact.* Customer shall notify Vendor of Customers designated Customer Contact. To the maximum extent practicable, Customer's communications with Vendor will be through the Customer Contact.
- b. *Installation.* Customer agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and in order of receipt from Vendor.
- c. *Facility and Personnel Access.* Customer agrees to grant Vendor access to Customer's facilities and personnel concerned with the operation of the Software to enable Vendor to provide services.
- d. *No Modification of Software.* Customer agrees not to modify, enhance or otherwise alter the Software, unless and only to the extent specifically authorized in the user manuals identified in Exhibit A or the prior written consent of Vendor is obtained.
- e. *Error Documentation.* Upon detection of any error in the Software, Customer, as requested by Vendor, agrees to provide Vendor with a listing of output and any other data, including databases and backup systems, that Vendor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

11. Termination

- a. *Event of Termination.* Vendor shall have the right to terminate this Agreement and all services provided pursuant to this Agreement (i) upon termination of Customer's Software License Agreement by either party for any reason, and (ii) if Customer or its employees or agents violate any provision of this Agreement and Customer fails to cure such violation within thirty (30) days after receipt of written notice from Vendor.
- b. *Procedure.* Within ten (10) days after termination of this Agreement, Customer will return to Vendor, at the Customer's expense, the Software and all copies thereof, delete or destroy all other Software copies, and certify, in writing by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

12. Ownership

Customer acknowledges that Vendor owns all proprietary rights, including patent, copyright, trade secret and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software.



13. General Provisions

a. *Notices.* All notices under this Agreement are to be sent by registered mail to the address below or to any other address as the party may designate:

VENDOR:

KAM Software Technologies, DBA Crossroads Software
1981 Trevor Ln
Corona, CA 92881

CUSTOMER:

Plumas County Sheriff Department
1400 E Main St
Quincy, CA 95971

b. *Assignment.* Vendor will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Customer, which consent shall not be unreasonably withheld.

c. *Complete Agreement; Amendment.* This Agreement and Exhibit A set forth the entire understanding of the parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.

d. *Waiver.* The waiver or failure of Vendor or Customer to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. *Governing Law.* This Agreement is to be construed in accordance with the law of the State of California.



AGREED:

VENDOR: KAM Software Technologies DBA Crossroads Software Inc.

Signature

Michael Kalberg
CEO
1981 Trevor Ln
Corona, CA 92881

Date

Signature

Kelly Kalberg
CFO
1981 Trevor Ln
Corona, CA 92881

Date

CUSTOMER: Plumas County Sheriff Department

Signature

Kevin Goss
Chair, Board of Supervisors
1400 E Main Street
Quincy, Ca 95971

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Date



Exhibit A
to Software Maintenance Agreement

1. Software Computer Programs:

- a. Site License for Collision Software**

2. Effective Date: Upon successful installation, startup and acceptance of software.

3. Termination Date: Upon expiration date of the annual agreement, unless renewed by the Customer, or terminated earlier in accordance with provisions in Section 11.

4. Annual Maintenance Fee:

- a. Site License for Collision Software - \$1,900.**

5. Maintenance Fee Due Date: To be invoiced annually, due 30 days from the beginning date of each annual agreement.

1. Software Computer Programs:

Site License for Collision Software

2. Effective Date: 9/25/2025

3. Termination Date: 09/24/2026, unless renewed by the Customer, or terminated earlier in accordance with provisions in Section 11.

4. Annual Maintenance Fee:

Site License for Collision Software - \$1,900.00

5. Maintenance Fee Due Date: To be invoiced annually, due 30 days from the beginning date of each annual agreement.

ESTIMATE

KAM Software Technologies DBA
Crossroads Software Inc.
6700 N Linder Rd | Ste 156
Meridian, ID 83646-6608

kkalberg@crossroadssoftware.co
m
+1 (714) 990-6433

**Bill to**

Plumas County (SO)
Plumas County Sheriff's Office
1400 E Main St
Quincy, CA 95971

Estimate details

Remittance Address: Please see above.

Estimate no.: 1289

Estimate date: 09/25/2025

Expiration date: 09/25/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Maintenance and Support-Collision	Annual Maintenance and Support (includes upgrades to new versions as they become available) Recurring- annually 9/25/25 to 9/24/26	1	\$1,900.00	\$1,900.00
			Total	\$1,900.00	

Note to customer
Maintenance Collision

Expiry
date
09/25/2026

Accepted date Accepted by



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Anna Hanlon, RDH, to provide licensed dental screenings and oral health education at County Schools, Preschools, and the Community; effective July 1, 2025; not to exceed \$12,000.00; (No General Fund Impact) Oral Health; approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve, ratify, and authorize the Chair to sign a contract with Anna Hanlon, RDH in the amount of \$12,000.00.

Background and Discussion:

Plumas County Public Health Agency receives funding from the State of California to provide oral health services as part of the Public Health services for the citizens of Plumas County. The contract provides licensed dental screenings and oral health education to school classrooms, the community, and other professionals/partners. Dental screenings may include follow-up procedures or contact including, Fluoride application and sealant application. The purpose of this contract is to increase dental health awareness and expand dental access in Plumas County.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Anna Hanlon, RDH, to provide licensed dental screenings and oral health education at County Schools, Preschools, and the Community; effective July 1, 2025; not to exceed \$12,000.00; (No General Fund Impact) (Oral Health); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Oral Health)

Attachments:

1. OH2526HANLON

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twelve Thousand Dollars and 00/100 (\$12,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subontractor from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

COUNTY INITIALS

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SUBCONTRACTOR INITIALS

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

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

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

COUNTY INITIALS

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SUBCONTRACTOR INITIALS

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

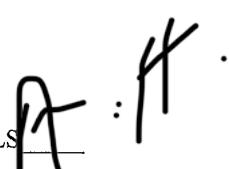
d. Workers Compensation insurance in accordance with California state law.

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

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

 COUNTY INITIALS

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SUBCONTRACTOR INITIALS 

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

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

COUNTY INITIALS

SUBCONTRACTOR INITIALS

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

County:

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

Subcontractor:

Anna Hanlon, RDH
4075 Hubble Drive
Sparks, Nevada 89436

_____ COUNTY INITIALS

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SUBCONTRACTOR INITIALS A H

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

_____ COUNTY INITIALS

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SUBCONTRACTOR INITIALS 

27. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
28. **Conflicts.** In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

SUBCONTRACTOR:

Anna Hanlon, RDH, an individual



By: _____

Anna Hanlon

Registered Dental Hygienist

Date signed:

COUNTY:

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



By: _____

Nicole Reinert

Director, Public Health Agency

Date signed:

By: _____

Kevin Goss

Chair, Plumas County Board of Supervisors

Date signed:

ATTEST:

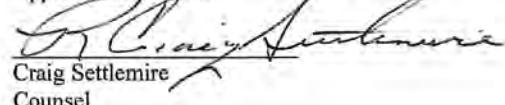
By: _____

Allen Hiskey

Clerk of the Board

Date signed:

Approved as to form:



Craig Settlemire
Counsel

_____ COUNTY INITIALS

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SUBCONTRACTOR INITIALS 

EXHIBIT A

Scope of Work

Subcontractor Responsibilities

Consistent with the elements of the County's Oral Health Program, Subcontractor shall:

1. Provide licensed dental screenings and fluoride treatments up to twice a year at schools, preschools, and other locations as agreed upon. The primary locations for screenings will be Quincy, Greenville, Chester, and Portola.
2. Case Management
3. Provide oral health education to classrooms, the community, or other professionals/partners
4. Attend training/events as agreed on to enhance programmatic stability and functionality
5. Create/review/revise oral health education materials
6. Participate in internal oral health program and oral health coalition meetings
7. Participate in projects to increase dental health awareness and expand dental access in Plumas County.

_____ COUNTY INITIALS

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SUBCONTRACTOR INITIALS A H

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor in accordance with the Scope of Work (Exhibit A) attached. Not to exceed \$12,000.00 per year. Up to:

200 hours at \$60.00 an hour = \$12,000.00

The maximum amount payable under this contract is Twelve Thousand Dollars (\$12,00.00)

- A. Invoice(s) Shall.
 - 1) Bear the Subcontractor's name and Agreement Number exactly as shown on the Agreement.
 - 2) Identify the expense, billing and/or performance period covered on invoice.
 - 3) Invoice(s) must be signed by authorized personnel.
- B. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.
- C. Invoice(s) Schedule:

Monthly or Quarterly invoices during the periods shown below, not to exceed (1) one invoice a month and total per period

Period	Total
07/01/2025-12/31/2025	\$6,000.00
01/01/2026-6/30/2026	\$6,000.00

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Twelve Thousand Dollars and 00/100 (\$12,000.00).

COUNTY INITIALS

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SUBCONTRACTOR INITIALS

Page 61 of 189



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Chair to ratify and sign a Memorandum of Understanding between Plumas County Public Health Agency and Plumas District Hospital to establish a collaborative framework PCPHA and PDH to facilitate a referral process for the Oral Health program; effective April 15, 2025; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the chair ratify and sign an MOU between Plumas County Public Health Agency and Plumas District Hospital.

Background and Discussion:

This Memorandum of Understanding (MOU) establishes a collaborative framework between the Plumas County Public Health Agency (PCPHA) and Plumas District Hospital (PDH) to facilitate a referral process for the Oral Health Program. The primary objective of this partnership is to ensure that youth identified during school-based oral health screenings with urgent dental decay and in need of a dental home are promptly referred to appropriate dental care services.

Action:

Approve and authorize Chair to ratify and sign a Memorandum of Understanding between Plumas County Public Health Agency and Plumas District Hospital to establish a collaborative framework PCPHA and PDH to facilitate a referral process for the Oral Health program; effective April 15, 2025; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. MOU-OH2526PDH

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY PUBLIC HEALTH AGENCY
AND
PLUMAS DISTRICT HOSPITAL**

1. Purpose and Scope

This Memorandum of Understanding (MOU) establishes a collaborative framework between the Plumas County Public Health Agency (PCPHA) and Plumas District Hospital (PDH) to facilitate a referral process for the Oral Health Program. The primary objective of this partnership is to ensure that youth identified during school-based oral health screenings with urgent dental decay and in need of a dental home are promptly referred to appropriate dental care services.

This MOU outlines the roles, responsibilities, and procedures necessary to ensure effective communication, coordination, and continuity of care for the referred youth population.

2. Term of Agreement

This MOU shall become effective on April 15, 2025, and remain in effect through June 30, 2026, unless terminated or amended by mutual written agreement of both parties. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 15, 2025, to the date of approval of this Agreement by the Board of Supervisors.

3. Responsibilities of Each Party

Plumas County Public Health Agency (PCPHA) Responsibilities:

- Conduct school-based oral health screenings in collaboration with local educational institutions.
- Identify youth requiring urgent dental care and needing a dental home.
- Obtain appropriate consent from parents/guardians before initiating referrals.
- PCPHA will email all referrals as an encrypted message to assure HIPPA compliance and confidentiality and will provide PDH with relevant referral information, including screening results and contact details for follow-up within five business days of initial screening.
- PCPHA will follow up with all families by phone two business days after the treatment appointment.

Plumas District Hospital (PDH) Responsibilities:

- Accept referrals from PCPHA for youth identified with urgent dental needs.
- PDH will schedule an appointment within five business days after receiving the referral.
- PDH will notify PCPHA by phone or email once a referral appointment has been scheduled before the appointment date.
- PDH will inform PCPHA if appointment dates are missed.

- Communicate with PCPHA within five business days following the scheduled appointment about referral outcomes, treatment status, and any identified challenges.
- Maintain records of referred youth to ensure continuity of care and effective tracking.

4. Monitoring and Evaluation

To assess the effectiveness of this referral process, PCPHA and PDH agree to meet quarterly to review progress, address challenges, and implement improvements as needed. Both parties will track relevant data, including referral rates, appointment completion rates, and outcomes.

5. Termination of MOU

Either party may terminate this MOU by providing written notice at least 30 days in advance. Termination shall include a transition plan to ensure minimal disruption to youth currently receiving services.

6. Non-Discrimination

Neither party shall employ discriminatory practices in the treatment of persons in relation to the circumstances provided herein, including assignment of accommodations, employments of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

7. Confidentiality

PDH and PCPHA are aware of the respective confidentiality laws governing services provided by PDH and PCPHA. Attached hereto and incorporated herein as Attachment 1 is the Business Associates Agreement (BAA).

8. Document retention and reporting

PDH and PCPHA agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives.

9. Notice Addresses

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

Plumas District Hospital
1065 Bucks Lake Road
Quincy, CA 95971
Attention: Caleb Johnson, CFO

Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Tori Brown, Oral Health Program Coordinator

9. Contract Execution

Each individual executing this MOU on behalf of PDH represents that he or she is fully authorized to execute and deliver this MOU.

COUNTY:

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

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

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

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board
Date signed:
Approved as to form:



Joshua Breehtel, Attorney
County Counsel's Office

PLUMAS DISTRICT HOSPITAL

By: Caleb Johnson
Caleb Johnson, CFO
Date signed:

ATTACHMENT 1

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Vendor name and type of entity, referred to herein as Business Associate ("BA"), dated April 15, 2025.

RECITALS

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

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

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

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

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.
- f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for

Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. Permitted Disclosures. BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

h. Amendment of PHI. Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

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

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

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

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

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

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and

(iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. Termination

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

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

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

4. Disclaimer

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

5. Certification

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

agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. Amendment

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the

Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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

COVERED ENTITY

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: nreinert

Date: 8/11/2025

BUSINESS ASSOCIATE

Plumas District Hospital

Name: Calcb Johnson

Title: CFO

Signature: Calcb Jh

Date: 8/12/25



**PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Robinette, Interim Director of Environmental Health

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Environmental Health to recruit and fill, funded and allocated, vacant 1.0 FTE Administrative Assistant I/II due to promotion; (General Fund Impact) as approved in FY25/26 preliminary recommended budget.

Recommendation:

Approve and authorize Environmental Health to recruit and fill, funded and allocated, vacant 1.0 FTE Administrative Assistant I/II" due to promotion; (General Fund Impact) as approved in FY25-26 preliminary recommended budget.

Background and Discussion:

The filling of this vacated "Administrative Assistant I/II" position is vital to the function and efficiency of Environmental Health to manage permit issuance, conduct permit billing, manage accounts receivables, perform customer-requested research for well, septic, and hazardous materials information.

Action:

Approve and authorize Environmental Health to recruit and fill, funded and allocated, vacant 1.0 FTE "Administrative Assistant I/II" due to promotion; (General Fund Impact) as approved in FY25-26 preliminary recommended budget.

Fiscal Impact:

General Fund impact as approved in the FY25-26 preliminary recommended budget.

Attachments:

1. EH Critical Staffing Questionnaire 22Aug25
2. EH Staff Allocation FY25-26
3. EH Org Chart 22Aug25
4. Administrative Assistant I
5. Administrative Assistant II

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
ENVIRONMENTAL HEALTH
FISCAL YEAR 2025/2026
August 22, 2025

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes, the requested Administrative Assistant I/II position is critical for workload, customer service, business needs.

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

This vacancy reduces front office staff by 50%.

This reduced level of staffing severely limits Environmental Health's ability to address land use permit applications, perform water quality and hazardous materials mandates, and will result in significant delays in service capacity and response times in all program areas.

3. How long has this position been vacant?

The promotion was effective August 24, 2025.

4. Can the department use other wages until the next budget cycle?

No other wages are currently budgeted.

One (1) permanent full-time replacement administration assistant is needed.

5. What are staffing levels at other counties for similar departments and/or positions?

Unknown

6. What core function will be impacted without filling the position prior to July 1st?

The summer and fall seasons are times of heavy field workloads, as such the lack of administrative staff needed to assist in these programs could result in loss of local regulatory control to Cal-EPA and other State agencies.

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

The lack of sufficient staff to work these programs could result in the loss of funding from service fees and grants to include, and not limited to:

- Sanitation Services such as: food service, drinking water, swimming pools, storage and use of hazardous materials.***
- Grants such as: "Certified Unified Program Agency" (CUPA) [hazmat], and State Local Enforcement Agency (LEA) [solid waste].***

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
ENVIRONMENTAL HEALTH
FISCAL YEAR 2025/2026
August 22, 2025

8. A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

9. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

None known

10. Does the budget reduction plan anticipate the elimination of any of the requested positions?

N/A

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

This position is funded and allocated in FY25-26 preliminary recommended budget. Funding comes from a variety of sources including fees for services and portions from a variety of small grants for various Environmental Health programs. No change in general fund support for Environmental Health is anticipated for this position.

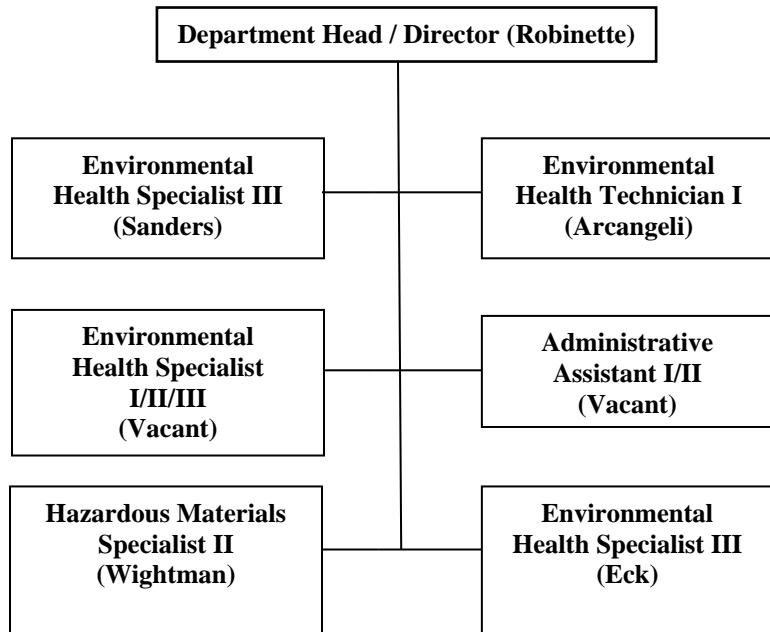
11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No reserves.

Allocations 2025/2026					
CLASSIFICATION		24/25 Positions Adopted	25/26 Positions Requested	25/26 Positions Recommended	25/26 Positions Adopted
HEALTH AND SANITATION					
ENVIRONMENTAL HEALTH	20550				
Environmental Health Director		1.000	1.000	1.000	1.000
Senior Environmental Health Specialist		0.000	0.000	0.000	0.000
Environmental Health Specialist I/II/III OR Hazardous Materials Specialist I/II/III		4.000	4.000	4.000	4.000
Environmental Health Technician I/II		1.000	1.000	1.000	1.000
Environmental Health Aide		0.000	0.000	0.000	0.000
Administrative Assistant I/II		1.000	1.000	1.000	1.000
Office Assistant I/II/III		0.000	0.000	0.000	0.000
		7.000	7.000	7.000	7.000

ENVIRONMENTAL HEALTH ORGANIZATIONAL CHART

FY25-26



ADMINISTRATIVE ASSISTANT I

DEFINITION

Under direction, to serve as administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This class may be used as an entry level for individuals with secretarial experience but no detailed program or policy knowledge of the program or service area of assignment. As requisite knowledge is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Administrative Assistant II. Where the position is flexibly staffed.

REPORTS TO

A County Department Head, or major unit administrator.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and direction for other office support staff.

ADMINISTRATIVE ASSISTANT I – 2

EXAMPLES OF DUTIES

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission.
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies
- Maintains and submits payroll documents and records.
- Establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs work processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

TYPICAL PHYSICAL REQUIREMENTS

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

ADMINISTRATIVE ASSISTANT I – 3

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- County policies, rules, and regulations.
- Laws, rules, and regulations affecting assigned program functions and services.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

Ability to:

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

ADMINISTRATIVE ASSISTANT I – 4

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

At least two (2) years of responsible experience performing a variety of administrative and office support work at a level equivalent to Secretary with Plumas County, including substantial experience in a public contact position.

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

ADMINISTRATIVE ASSISTANT II

DEFINITION

Under direction, to serve as primary administrative assistant for an assigned County Department Head, large work unit administrator, or County board or commission; to perform a variety of administrative, staff, and office management duties for an assigned Department, work unit, board, or commission; to perform difficult, complex, and specialized office support, information gathering, information preparation, and public relations assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced specialized working level in the Administrative Assistant class series. Positions provide a variety of administrative, staff, and office management support for an assigned County Department, large work unit, or County Board or Commission. Incumbents report directly to the Department Head or major unit administrator with broad program responsibilities. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Department or unit of assignment.

REPORTS TO

A County Department Head or major unit administrator.

CLASSIFICATIONS DIRECTLY SUPERVISED

May provide work coordination and direction for other office support staff.

ADMINISTRATIVE ASSISTANT II – 2

EXAMPLES OF DUTIES

- Serves as primary administrative and staff support person for a County Department Head, major unit administrator, or County Board or Commission
- Performs a wide variety of specialized office management, administrative support, and fiscal support assignments.
- Perform public information and relations assignments, receiving office visitors and telephone calls, providing comprehensive information about policies, programs, functions and procedures.
- May assist the public with application and permit procedures, including preliminary reviews of materials and plans submitted to support applications.
- Assists with the development and administration of the Department and/or unit budget.
- Maintains and tracks a variety of fiscal and budget control journals, documents, and reports, prepares and submits activity reports and reports required by other government agencies.
- Maintains and submits payroll documents and records; establishes, and updates information retrieval systems.
- Prepares purchasing documents and facilitates purchasing procedures for the Department or unit.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material, and documents.
- May maintain permit files and issue permits.
- May coordinate the preparation, submission, and administration of grants.
- Prepares agenda and processes materials for committees, boards, and/or commissions.
- Maintains personnel files.
- Maintains office supplies and inventory.
- May have responsibility for official Board or Commission records.
- May be responsible for proper notification and publication of board or commission hearing notices and actions.
- Operates computers, maintaining and updating files and databases.
- Generates computer reports.
- Performs word processing.
- Operates office equipment.
- May have work coordination and lead worker responsibilities for other staff.

ADMINISTRATIVE ASSISTANT II – 3

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

KOWLEDGE OF:

- County of policies, rules, and regulations.
- Laws, rules and regulations affecting assigned program functions and services.
- Budget development and control.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Purchasing methods and procedures.
- Account and Statistical recordkeeping
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Principles of work coordination and lead supervision.

ABILITY TO:

- Perform a wide variety of complex administrative support work for an assigned Department, major unit in a County Agency, or board or commission.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Exercise significant responsibility in the development, maintenance, and control of the Department or unit budget.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.

ADMINISTRATIVE ASSISTANT II – 4

ABILITY TO CONTINUE:

- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, recordkeeping, and administrative functions.
- Effectively represent the County and the Department or unit in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

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

At least (1) year of responsible experience performing a variety of administrative and office support work at a level equivalent to Administrative Assistant I with Plumas County.

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



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize the Planning Department to recruit and fill, funded and allocated, vacant 1.0 FTE Assistant/Associate/Senior Planner flexibility allocated position due to resignation, effective September 24, 2025; (General Fund Impact) as approved in FY25/26 preliminary recommended budget.

Recommendation:

Approve and authorize the Planning Department to recruit and fill, funded and allocated, 1.0 FTE Assistant/Associate/Senior Planner flexibility allocated position due to resignation.

Background and Discussion:

Due to the resignation of an Associate Planner, effective September 24, 2025, a 1.0 FTE Assistant/Associate/Senior Planner flexibility allocated position will be vacant. The Planning Department is requesting to recruit and fill this position. The position is funded and allocated in the FY25/26 recommended budget under 'regular wages' in the Planning Department budget (Budget Unit 20490). The completed critical staffing questionnaire, departmental organizational chart, and job descriptions are attached.

Action:

Approve and authorize the Planning Department to recruit and fill, funded and allocated, 1.0 FTE Assistant/Associate/Senior Planner flexibility allocated position due to resignation.

Fiscal Impact:

General Fund impact, as recommended in Planning Department (General Fund department) FY25/26 recommended budget.

Attachments:

1. 9.2.25_BOS_RecruitFill_PlanningDept

**QUESTIONS FOR STAFFING CRITICAL POSITIONS
FISCAL YEAR (FY) 2025/2026 RECOMMENDED BUDGET
PLANNING DEPARTMENT
SEPTEMBER 2, 2025 BOARD OF SUPERVISORS AGENDA ITEM**

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes – the Planning Department is an essential function that performs technical reviews of land use and permit applications, prepares statutorily required environmental documentation, administers grants, and provides customer service in explaining County ordinances and regulations to the public.

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

The Planning Department has two (2) of the five (5) funded 1.0 FTE positions currently staffed – one Planning Director position and one Assistant Planner position (see organizational chart). Additionally, there is an Extra Help Senior Planner position funded and working part time (i.e., no more than 29 hours per week). The three (3) vacancies include: 1) Assistant Director, 2) Assistant/Associate/Senior Planner, and 3) Executive Assistant – Planning. The Planning Department will not be able to serve the public adequately, in working with other County departments such as Building, to process permits without filling the Assistant/Associate/Senior Planner position.

3. How long has this position been vacant?

Assistant/Associate/Senior Planner (flexibility allocated) is an existing classification under the Planning Department and will become vacant due to the resignation of Associate Planner, Marco Velazquez, effective September 24, 2025.

4. Can the department use other wages until the next budget cycle?

The Planning Department's budget line item for wages in the FY25/26 recommended budget includes funds for this position.

5. What are staffing levels at other counties for similar departments and/or positions?

Staffing levels at other similar rural counties are consistent in that staff is limited with smaller planning departments.

6. What core function will be impacted without filling the position prior to July 1st?

Core functions of the position include building and planning permit processing, which affects the public's ability to receive approved permits and begin the construction process, which in turn affects the County's economy.

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

The negative fiscal impact on the County will be the compromised ability and likely inability in some aspects to process building and planning permit applications in a timely manner.

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

No.

10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

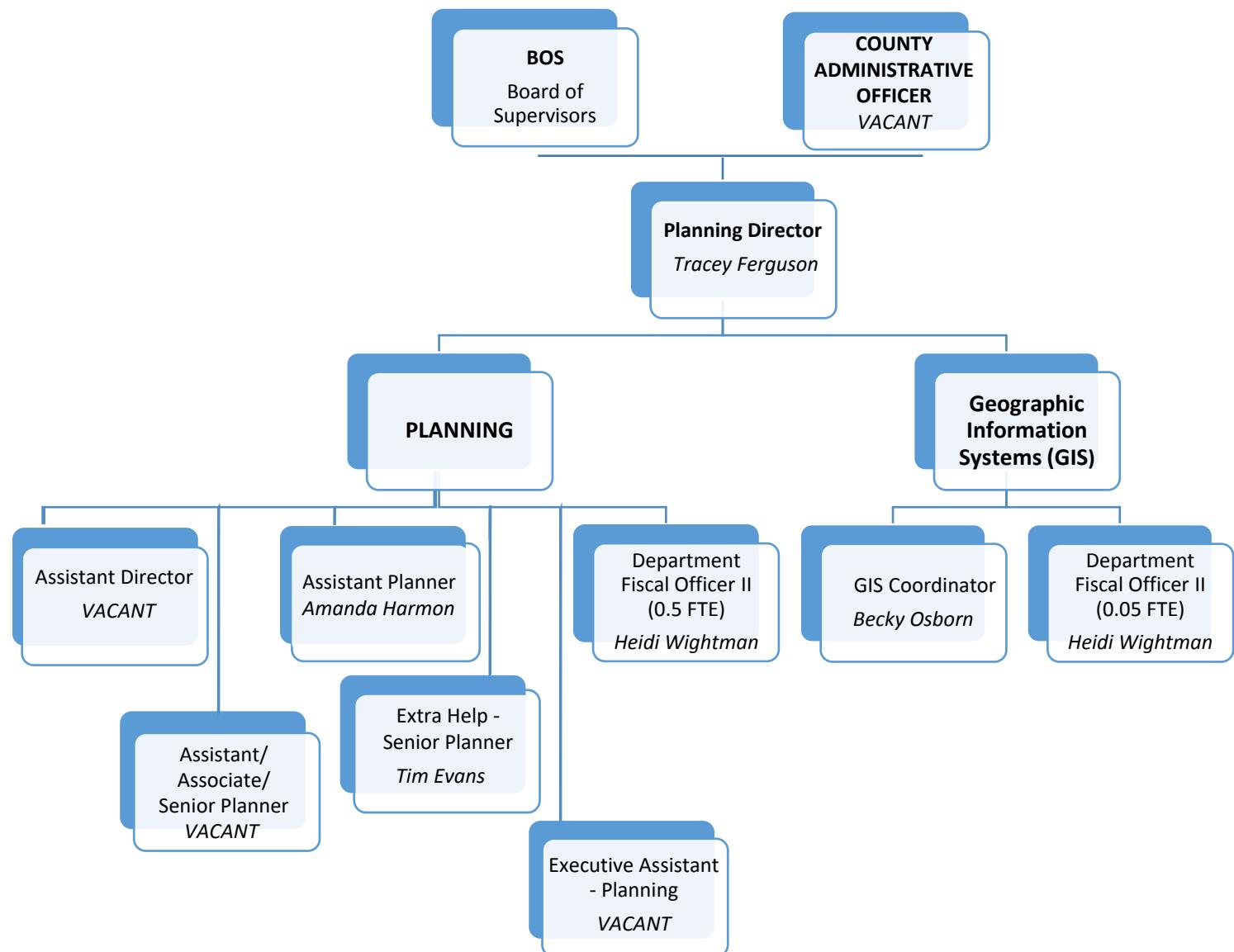
Building and planning permit applications continue to be on the rise, especially with wildfire recovery rebuilds. This trend is anticipated to increase into FY25/26 and beyond. The immediate filling of this position and the ability to process permits will positively impact the General Fund by increased revenue.

11. Does the department have a reserve?

There are available funds in the FY25/26 recommended budget “regular wages” to fund the position in recruitment (i.e., Assistant/Associate/Senior Planner).

Planning Department and GIS Department

FY 25/26 Organizational Chart



ASSISTANT PLANNER

DEFINITION

Under general supervision, to perform professional planning assignments in the County Planning Department; to participate in planning studies, environmental reviews, community design, and general plan preparation; to assist with planning policy formulation and implementation; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and first working level in the professional Planner class series. Incumbents receive relatively close supervision while performing basic planning assignments. This class differs from the next higher level of Associate Planner in that Associate level incumbents have greater decision-making latitude and more independent responsibilities in performing job assignments. An incumbent at the Assistant Planner level who demonstrates sound work habits and the ability to perform independent assignments may expect promotion to the Associate Planner level, when the requisite experience has been gained.

REPORTS TO

Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ASSISTANT PLANNER - 2

EXAMPLES OF DUTIES

Gathers data and information for planning studies and long range planning policy development; assists with preparation of general plan elements; assists with current planning assignments; assists with and prepares project reports; conducts research and performs data analysis; processes applications for planning projects, such as special use permits, zoning changes, and site development permits; coordinates application reviews with other departments; provides staff support for LAFCO and performs projects related to annexations, consolidations, and district changes; may conduct inspections of sites to ensure compliance with General Plan and Zoning Codes; assists with the preparation and prepares environmental studies; assists with the preparation of public presentations; participates in the environmental review of proposed projects; assists with the implementation of general plan amendments and specific planning requirements; assists with the revision of planning ordinances; interprets use permits in accordance applicable ordinances and regulations; performs basic reviews of site development plans and may prepare and present staff reports on routine items for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters; prepares or assists with the preparation of maps and graphs; receives zoning violation complaints; answers public inquiries regarding planning issues, permit procedures, and zoning.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

ASSISTANT PLANNER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, techniques, and knowledge of land use planning.
- Current trends in land use planning and community design.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

Ability to:

- Assist with planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Assist with the preparation of planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Make effective oral and written presentations.
- Effectively represent the Planning Department and the Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

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

Equivalent to graduation from a four (4) year college or university with major work in planning, or a closely related field. Previous experience performing technical planning support assignments is desirable.

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

ASSOCIATE PLANNER

DEFINITION

Under direction, to perform a variety of assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department to groups and organizations as directed; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced working level in the professional Planner class series. Incumbents perform a variety of professional planning work with minimal guidance and supervision. Incumbents have greater decision-making latitude and work independence than Assistant Planners. However, they do not have the lead and work coordination responsibilities of a Senior Planner.

REPORTS TO

Director of Planning and Building and Assistant Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

ASSOCIATE PLANNER - 2

EXAMPLES OF DUTIES

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, parcel map reviews, and other items.
- Assists with the preparation of environmental assessments for compliance with the California Environmental Quality Act; prepares and/or reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public hearing items for review by others.
- Incorporates comments into staff reports.
- Develops conditional requirements consistent with report comments.
- Assists with planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Interprets use permits in accordance applicable ordinances and regulations.
- Performs reviews of site development plans prepares and presents staff reports for the Zoning Administrator and boards and commissions concerned with land use issues and policies.
- Receives complaints regarding violations of Planning and Zoning Codes.
- Conducts field investigations to confirm violations.
- Provides information and develops correction plans regarding violations.
- may represent the Planning and Building Department in Court.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

ASSOCIATE PLANNER - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

Ability to:

- Perform a variety of planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Make effective oral and written presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

ASSOCIATE PLANNER - 4

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

Two (2) years of responsible experience in public planning work equivalent to an Assistant Planner with Plumas County.

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

SENIOR PLANNER

DEFINITION

Under direction, to perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department with groups and organizations as delegated; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; to provide lead direction and coordination for other staff; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the most advanced working and lead level in the professional Planner class series. Incumbents perform a variety of the most complex and specialized professional planning work with minimal guidance and supervision. They also provide lead direction and work coordination for other staff. An incumbent may be assigned to represent the Planning and Building Department on standing committees.

REPORTS TO

Director of Planning and Building, Assistant Planning Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Provides lead direction and project coordination for other staff.

EXAMPLES OF DUTIES

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, land division reviews, and other items.
- Participates in the subdivision and use permit application processing procedures.
- Prepares environmental assessments for compliance with the California Environmental Quality Act.
- Prepares and reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public items.
- Incorporates mitigations and comments into staff reports.
- Develops conditional requirements consistent with reports and comments.
- Prepares planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Monitors use permits for compliance with applicable ordinances and regulations.
- Reviews building plans for necessary compliance with pertinent County codes.
- May serve as a primary staff person for assigned committees.
- Performs reviews of site development plans
- Performs in-depth title searches.
- Enforces Noise Ordinances.
- Assists with Department budget preparation and purchasing.
- Coordinates legislative projects with respect to general plan amendments, zone changes, and code amendments.
- Provides census information and demographic analyses to other County departments and the public.
- Prepares and presents staff reports for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters.
- Prepares reports for the Board of Supervisors on Zoning Administrator actions.
- Provides work coordination, lead direction, and training for other staff; may supervise contract consultants.
- Participates in joint projects with other departments and agencies.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

TYPICAL PHYSICAL REQUIREMENTS

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

SENIOR PLANNER - 3

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Federal, State, and local laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Mapping methods and techniques.
- Contract preparation and administration.
- Budget development and administration.
- Principles of work coordination, lead direction, and training.

Ability to:

- Perform a variety of the most complex planning studies and environmental reviews.
- Provide work direction, coordination, and training for other staff.
- Perform special assignments representing the Planning Department on committees as delegated.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Make effective written and oral presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department and County Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

SENIOR PLANNER - 4

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

Two (2) years of responsible experience in public planning work equivalent to an Associate Planner with Plumas County.

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



**PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: September 2, 2025

SUBJECT: Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder Registrar of Voters, to Conduct the Uniform District Election Consolidated with the Statewide Special Election on November 4, 2025; (General Fund Impact) as approved in (FY25/26) preliminary recommended budget 20100 (various; election services; printing; extra help; postage); approved as to form by County Counsel. Roll call vote

Recommendation:

Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder Registrar of Voters, to Conduct the Uniform District Election Consolidated with the Statewide Special Election on November 4, 2025;

Background and Discussion:

Plumas County Clerk-Recorder Registrar of Voters, is already in the processing of conducting the Uniform District Election scheduled for November 4, 2025. The California Legislature called for a Statewide Special Election on August 21, to be conducted in consolidation with the UDEL. Therefore, the duties and financial obligations to conduct the election are increasing with this consolidated election.

Action:

Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder Registrar of Voters, to Conduct the Uniform District Election Consolidated with the Statewide Special Election on November 4, 2025;

Fiscal Impact:

(General Fund Impact)

Attachments:

1. UDEL Special Reso FINAL

RESOLUTION 2025-_____

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK - RECORDER, REGISTRAR OF VOTERS, TO CONDUCT THE UNIFORM DISTRICT ELECTION CONSOLIDATED WITH THE STATEWIDE SPECIAL ELECTION ON NOVEMBER 4, 2025.

WHEREAS, the administration of Federal, State, and local elections is the responsibility and duty of the County Clerk-Recorder and Registrar of Voters; and

WHEREAS, all the laws, rules, and regulations relating to elections are required to be followed within the scope of administration of all elections with the County; and

WHEREAS, by previous Resolution this Board of Supervisors authorized the County Clerk-Recorder and Registrar of Voters to conduct the Plumas Unified District Election for the vacancy in Trustee Area 5 with the Uniform District Election;

WHEREAS, on August 24, 2025, the California Legislature called a Statewide Special Election;

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorizes Marcy DeMartile, Plumas County Clerk-Recorder, Registrar of Voters, to conduct the Statewide Special Election called by the California Legislature on August 24, 2025 concurrently with Uniform District Election, and to perform all election related duties as necessary, including canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of September 2025 by the following vote:

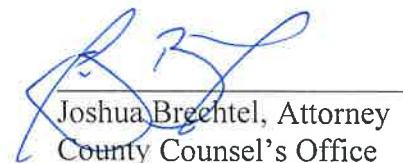
AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Kevin Goss,
Chair of the Board of Supervisors

ATTEST:

Allen Hiskey, Clerk to the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sara James, Deputy County Counsel III/Interim Human Resources Director

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Client First for assistance with Munis; effective July 1, 2025; not to exceed \$50,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 20035/521900 (Professional Services); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Client First for assistance with Munis; effective July 1, 2025; not to exceed \$50,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 20035/521900 (Professional Services); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Client First for assistance with Munis; effective July 1, 2025; not to exceed \$50,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 20035/521900 (Professional Services); approved as to form by County Counsel; discussion and possible action.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Human Resources and Client First for assistance with Munis; effective July 1, 2025; not to exceed \$50,000.00; (General Fund Impact) as approved in FY25/26 preliminary recommended budget 20035/521900 (Professional Services); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(General Fund Impact) as approved in FY25/26 preliminary recommended budget 20035/521900 (Professional Services)

Attachments:

1. Client First 8-26-25 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Human Resources Department** (hereinafter referred to as "County"), and ClientFirst Consulting Group, LLC, a California Limited Liability Company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty thousand and 00/100 Dollars (\$50,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

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

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

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

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

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

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

_____COUNTY INITIALS

- 3 -

CONTRACTOR INITIALS_____

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

County:

Human Resources Department
County of Plumas
1446 East Main Street
Quincy, CA 95971
Attention: Cyndi Tweedle

Contractor:

ClientFirst Consulting Group, LLC
980 Montecito Drive
Corona, CA 92879-1793
Attention: David Krout

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

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

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

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

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

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

_____COUNTY INITIALS

- 6 -

CONTRACTOR INITIALS_____

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

CONTRACTOR:

ClientFirst consulting Group, LLC, a California Limited Liability Company

By:_____

Name: David Krout

Title: Managing Partner

Date signed:

By:_____

Name: Tom Jakobsen

Title: Partner

Date signed:

COUNTY:

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

By:_____

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

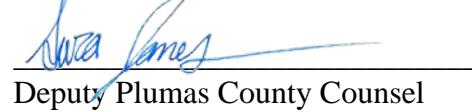
By:_____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

APPROVED AS TO FORM:



Deputy Plumas County Counsel

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

EXHIBIT A



Background

Plumas County hired ClientFirst to perform an assessment of the Tyler Human Capital Management implementation plan and identify any outstanding issues that must be addressed in order to re-establish go-live plans. The County has requested a change order to supplement County staffing due to a lack of available resources.

Scope of Work

As part of this engagement, ClientFirst will provide the following services:

Human Capital Management Implementation Assistance

- Phase 1 – Discovery and Assessment
 - ◆ Project team development
 - ◆ Current state assessments
 - ◆ Project plan development and confirmation
- Phase 2 – Configuration
 - ◆ Educational workshops that provide County staff with overview of system code configuration and setup
 - ◆ Configuration review workshops
 - ◆ Data import assistance
 - ◆ Reporting assessment
 - ◆ Cubes training
- Phase 3 – Conversion
 - ◆ Historical data assessment
 - ◆ Schema development
- Phase 4 – Testing
 - ◆ Parallel processing/data verification assistance
 - ◆ User acceptance testing facilitation
 - ◆ Data conversion review assistance
 - ◆ Issue resolution
- Phase 5 – Documentation and Training
 - ◆ Educational workshops of best practices
 - ◆ Document development assistance
 - ◆ Document testing and review
 - ◆ Modifications
 - ◆ End-user training
- Phase 6 – Go-Live Prep
 - ◆ Finalize data migration plans
 - ◆ Assess user training and readiness
 - ◆ User access verification
 - ◆ Go-Live assistance
- Phase 7 – Post Go-Live
 - ◆ Educations workshops related to federal and state reporting
 - ◆ Current state human resources and talent management assessment
 - ◆ Implementation of the Recruitment module



Recurring Project Assistance

“Recurring Project Assistance” activities represent an average weekly number of hours for project implementation service deliverable activities. We will bill for these weekly hours accumulatively monthly.

The City will assign its own Implementation Project Manager, who will be the City’s primary lead project implementation resource. To assist, ClientFirst will augment the City’s Project Manager by monitoring and overseeing the project process, as well as providing subject-matter expertise and advisory services. ClientFirst responsibilities would include:

- Using our experience to assist, make recommendations, and counsel the City’s Project Manager and Implementation Project Team as they maneuver through and conduct their implementation activities
- Observing and reporting any anomalies, risks, or red flags that may harm the project schedule, project/system quality, or financial budget
- Providing recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags
- If requested, mediating disputes or disagreements between the vendor and the City
- Making any other observations or recommendations that may improve implementation
- Acting as an observer in any performance or acceptance testing

Optional Services

- On-call assistance, including:
 - Parallel processing issue resolution
 - Troubleshooting system configuration and validations
 - Reporting configurations and testing
 - Training, as needed
- Conduct further detailed review meetings/workshops with the County to document business workflows and reviews that will be used in system setup and parameter configuration.
- Review vendor contract(s) and proposed services to identify implementation risks.
- Evaluate the vendor’s proposed solution and recommend a path to move forward, including statement of work tasks, project timeline, and resources needed for implementation.
- Assist with the development of testing and implementation acceptance plans.
- Review and assist with the finalization of any Interface/Integration design and delivery review.
- Identify and document all unique custom reporting requirements and identify the tools and means by which these reports will be generated.
- Go-Live support and issue resolution
- Project Closure Report, including final accounting, future recommendations, and lessons learned
- Project implementation oversight assistance
- If requested, mediate disputes or disagreements between the County and the vendor.
- Provide recommended action plans to resolve or mitigate any of the above anomalies, risks, or red flags.
- Attend critical working sessions with the County/Vendor Project Manager and Project Team to provide additional oversight for higher-risk tasks.

EXHIBIT B



Staffing

Jamie Shell will be the Project Director for the engagement. Alicia Burns will be managing and coordinating the project along with support from Terri Willoughby. Alicia has extensive Tyler Munis implementation and project management experience.

Fee Summary

Our professional fees are based on the scope and services approach outlined in this proposal on a time-and-materials basis, plus expenses. Our standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project. This agreement is a not-to-exceed amount of \$126,000 without prior written authorization by the County.

- Alicia Burns \$195 per hour
- Terri Willoughby \$195 per hour
- Jamie Shell \$215 per hour
- David Krout \$235 per hour

Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

Payment Terms

We invoice monthly as work proceeds. ClientFirst will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

Additional Expenses

Expenses are expected to be primarily for travel, hotel, and miscellaneous, small, budgeting-related items. These expenses will be billed at cost.

Additional Services/Purchases by Other Seeking Public Agencies

ClientFirst acknowledges that other public agencies may seek to "piggyback" under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract or proposal. ClientFirst has the option to agree or disagree to allow contract piggybacks on a case-by-case basis. ClientFirst agrees to extend the same pricing, terms, and conditions as stated in this contract or proposal to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make payment, and be liable directly to ClientFirst. The agency shall in no way be involved or responsible to ClientFirst for other entities' purchases.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Sheriff

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Plumas County Animal Control to pay California State of Tax and Fee Administration a non-contract invoice in the amount of \$735.00, for owed taxes on a donated horse trailer during the Dixie Complex Fire; (General Fund Impact) 204428 / 520900 (Animal Control Vehicle Maintenance); discussion and possible action.

Recommendation:

Approve and authorize Plumas County Animal Control to pay California State of Tax and Fee Administration a non-contract invoice in the amount of Seven Hundred Thirty Five Dollars and 00/100, \$735.00, for owed taxes on a donated horse trailer during the Dixie Complex Fire; (General Fund Impact) use of budget line item 204428 / 520900, (Animal Control Vehicle Maintenance); discussion and possible action.

Background and Discussion:

During the Dixie Complex Fire, a non-profit organization was formed for Animal Control due to the vast donations being made to the organization. Funds donated were used to purchase a much-needed horse trailer to evacuate large animals from hazardous areas. Shortly after the fire, the non-profit organization disbanded, and the horse trailer was donated to the Plumas County Animal Control. There were no fees collected when the vehicle was transferred to PCAC, and we were recently notified of the back taxes. We are disputing the bill. However, the penalty fees will continue to increase until the invoice is paid.

Action:

Approve and authorize Plumas County Animal Control to pay California State of Tax and Fee Administration a non-contract invoice in the amount of Seven Hundred Thirty Five Dollars and 00/100, \$735.00, for owed taxes on a donated horse trailer during the Dixie Complex Fire; (General Fund Impact) use of budget line item 204428 / 520900, (Animal Control Vehicle Maintenance); discussion and possible action.

Fiscal Impact:

Approve and authorize Plumas County Animal Control to pay California State of Tax and Fee Administration a non-contract invoice in the amount of Seven Hundred Thirty Five Dollars and 00/100, \$735.00, for owed taxes on a donated horse trailer during the Dixie Complex Fire; (General Fund Impact) use of budget line item 204428 / 520900, (Animal Control Vehicle Maintenance); discussion and possible action.

Attachments:

1. Horse trailer fee



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
 PO BOX 942879, SACRAMENTO, CA 94279-0001 MIC: 37
 1-916-445-9524 • FAX 1-916-324-2491
www.cdtfa.ca.gov

GAVIN NEWSOM
 Governor

NICOLAS MADUROS
 Secretary, Government Operations Agency

TRISTA GONZALEZ
 Director

PLUMAS COUNTY ANIMAL SERVICES
 201 N MILL CREEK RD
 QUINCY CA 95971-9530

Letter Date: July 25, 2025
 Letter ID: L0031876229
 Account Type: Consumer Use Tax
 Account Number: 249-958496
 Period Begin: August 1, 2023
 Period End: August 1, 2023

Property ID: 1A9BA132611361774

Request For Information

Dear PLUMAS COUNTY ANIMAL SERVICES:

The California Department of Tax and Fee Administration (CDTFA) has received your use tax return for the purchase of the above vehicle.

We will review your claim, and any documentation provided, as quickly as possible. In some circumstances, due to the type of claim such as common carrier or commercial deep-sea fishing, a time period of up to twelve months from the purchase date or first functional use of the vehicle must expire before a complete review of the documentation and a recommendation can be made.

You may choose to pay the tax while your claim is being reviewed to avoid the accrual of additional interest. Whether or not you choose to pay the tax while your claim is being processed will have no effect on the review of the claim. If CDTFA deems that you do not owe the tax, any tax paid will be refunded with applicable interest.

If there are any questions relating to this letter, please call us at 1-916-445-9524. You may also visit our website at www.cdtfa.ca.gov to obtain copies of regulations, forms, publications, and other information.

California Department of Tax and Fee Administration



0031876229 01



STATE OF CALIFORNIA

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

PO BOX 942879, SACRAMENTO, CA 94279-0001 MIC: 37
1-916-445-9524 • FAX 1-916-324-2491
www.cdtfa.ca.gov

GAVIN NEWSOM
Governor

NICOLAS MADUROS
Secretary, Government Operations Agency

TRISTA GONZALEZ
Director

PLUMAS COUNTY ANIMAL SERVICES
201 N MILL CREEK RD
QUINCY CA 95971-9530

Letter Date: July 17, 2025
Letter ID: L0031807824
Account Type: Consumer Use Tax
Account Number: 249-958496

Property ID Number: 1A9BA132611361774

STATEMENT OF PROPOSED LIABILITY

SYSTEM CALCULATED:

TAX	INTEREST	PENALTY	TOTAL DUE
\$616.00	\$119.10	\$0.00	\$735.10

Dear PLUMAS COUNTY ANIMAL SERVICES,

The California Department of Tax and Fee Administration (CDTFA) received information from the Department of Motor Vehicles (DMV) indicating that a gift exemption was claimed when the above referenced vehicle was registered with DMV. Therefore, DMV did not collect any use tax for the identified transaction.

Tax is due on the total purchase price of the vehicle, including cash, the market value of any property given in trade and the payment or assumption of any loan. In order for CDTFA to verify your claim, please provide supporting documentation confirming that no consideration was exchanged for the identified vehicle. Please submit the needed documents online at onlineservices.cdtfa.ca.gov. Click the 'Respond to Letter' link under Limited Access Functions and, when asked, enter the Letter ID listed at the top of this letter.

A Notice of Determination (billing) will be issued if supporting documentation is not received within 30 calendar days or if the exemption is not warranted.

You may choose to pay the tax while your claim is being reviewed to avoid the accrual of additional interest. If you do not qualify for an exemption, interest accrues each month or fraction thereof after the tax due date until the tax is paid in full. Whether or not you pay the tax while your claim is being processed will not affect the review of your claim. If your claim is granted, any tax paid will be refunded with applicable interest.

The amounts that are currently due are shown above. Please note that the stated interest amount has been computed through August 31, 2025. After this date, additional interest will accrue each month or fraction thereof.

Thank you for your attention to this matter. If you have any questions relating to this letter, please call Consumer Use Tax Section at 1-916-445-9524. You may also visit our website at www.cdtfa.ca.gov to obtain copies of regulations, forms, publications, and other information.

California Department of Tax and Fee Administration

Consumer Use Tax Section

0031807824 01

Plumas County Disaster Animal Response Team

/ plumascountydart@gmail.com

Plumas County Sheriff's Office

1400 E Main St

Quincy, CA 95971

To Whom It May Concern,

I am writing to confirm that in September 2024, the Plumas County Disaster Animal Response Team donated a 2001 AMRIN horse trailer (VIN# 1A9BA132611361774) to Plumas County Animal Services. This trailer had previously been acquired by our organization in August of 2023; however, due to a clerical error, we never completed registration of the trailer. Our organization is no longer active, and the trailer was gifted to the Plumas County Animal Services Department.

If you have any questions or require further clarification, please feel free to contact me at (831) 241-1508 or via email at plumascountydart@gmail.com.

Chandler Peay

A handwritten signature in black ink, appearing to read "Chandler Peay".

7/23/2025

Treasurer

501(c)(3) EIN: 82-4390100

Q05 - Massive Super Query

On 1A9BA132611361774 1526. Received 2025-07-23 09:34:24 by Mroczkowski, Riley

Unit:1526

ORI/CA0320000

Name: Birthdate: Age: Sex: State:

Driver's License:

Number: State:

License:

Plate Number: State: Year: Type:

Vehicle:

VIN:1A9BA132611361774 Make: Year: State:

1. DMV

4EADB000QE6.IV

DATE: 07/23/25 TIME: 09:34
 REG VALID FROM: 00/00/00 TO 12/31/99
 LIC#:1571437 YRMD:01 MAKE:AMRIN BTM :UTIL VIN :1A9BA132611361774
 R/O :PLUMAS COUNTY ANIMAL SVCS, 201 N MILL CREEK RD CITY:QUINCY
 C.C.:32 ZIP#:95971
 RCID:09/23/24 OCID:09/23/24 LOCD:3

TYPE:44 POWR:0 AXLE:2 WGHT:02980 VEH :47 BODY:F CLAS:BZ *-YR:24
 09/23/24 PREV LIC 4RT1286

HORSE TRAILER

\$ 8000
PURCHASE

WHT4

DRAFTED

MONEY

NON PROFIT

DIXIE FARM

CLEARANCE INFORMATION RECORDS:

OFFICE	WORK DATE	TECH/ID	SEQ #	VALUE	FICHE DATE	TTC
544	11/20/18	05	0007	00093.00	00/00/00	B00
544	10/31/18	05	0005	00093.00	PRIOR SUSPENSE	
544	09/23/24	05	0013	00000.00	00/00/00	F00

END



More

[Home](#) [Respond to a Letter/Inquiry](#) [Respond to a Letter/Inquiry](#) [Confirmation](#)

Confirmation

Your response was submitted at 7/23/2025 1:21:25 PM.

Your confirmation number is **0-050-696-320**. Thank you.

Print Response (PDF)

Print

Print Email Share

CONTINUE Previous Next [Feedback](#) [Print](#) [Email](#) [Print Email](#)
Case number: 0-050-696-320



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California Governor



**PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Melodie Sylvia

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and KnowBe4 for security awareness training and PhishER subscriptions for three years; effective September 27, 2025; not to exceed \$22,107.14; (General Fund Impact) as approved in FY25/26 Preliminary Recommended budget 20220/520411 (IT/Annual Software Fee); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and KnowBe4 for security awareness training and PhishER subscriptions for three years; effective September 27, 2025; not to exceed \$22,107.14; (General Fund Impact) as approved in FY25/26 Preliminary Recommended budget 20220/520411 (IT/Annual Software Fee); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

KnowBe4 provides the County with essential subscriptions for security awareness training and PhishER, both of which are critical to maintaining cybersecurity.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Information Technology and KnowBe4 for security awareness training and PhishER subscriptions for three years; effective September 27, 2025; not to exceed \$22,107.14; (General Fund Impact) as approved in FY25/26 Preliminary Recommended budget 20220/520411 (IT/Annual Software Fee); approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

Approved in the FY25-26 Preliminary Recommended Budget.

Attachments:

1. 6401 FINAL

**PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

Tel:

County: County of Plumas Department of

Tel:

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

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

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

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

VENDOR:

By: _____

Name:

Title:

Date Signed:

COUNTY:

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

By: _____

Name:

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name:

Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

KnowBe4

33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date 8/18/2025 11:35 AM
Expiration Date 9/26/2025
Quote Number Q-1412929
Payment Terms Net 30

Prepared By Email Ingrid Fisher
ingridf@knowbe4.com

Contact Name Melodie Sylvia
Contact Phone 5302586807
Contact Email melodiesylvia@countyofplumas.com

Bill to Name County of Plumas - CA
520 MAIN ST
QUINCY, CA 95971-9364
United States

Ship to Name County of Plumas - CA
520 MAIN ST
QUINCY, CA 95971-9364
United States

Description **Notes**

Total Term(Months) 36

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	DISC. (%)	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KSATD	KnowBe4 Security Awareness Training Subscription Diamond	257	USD 85.86	30	USD 60.10	USD 1.67	USD 15,445.70
PHISHER	KnowBe4 PhishER Subscription	257	USD 32.40	20	USD 25.92	USD 0.72	USD 6,661.44

Grand Total USD 22,107.14

Signature

Name

Title

Date

Terms & Conditions

By accepting this Quote, you confirm that you possess the necessary authority to make this purchase on behalf of your organization and agree to remit payment within the specified terms. The Subscription Term commences upon our processing of this order, which occurs when we receive your signed Quote or accept a corresponding purchase order issued by Customer. For renewals, if the Quote is signed before the expiration of your current Subscription Term, the renewal term will begin on the day after the current Subscription Term expires. Unless included on the invoice, Customer is responsible for any applicable sales and use tax.

KnowBe4's Terms of Service (KnowBe4.com/Legal) and Product Privacy Policy (KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing. Any capitalized but undefined terms herein shall have the meanings proscribed to them in the KnowBe4 Terms of Service.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Sarah Novak, Sheriff's Fiscal Officer

MEETING DATE: September 2, 2025

SUBJECT: Adopt **RESOLUTION** authorizing Plumas County Sheriff's Office to apply for and administer grant funding from the California Board of State and Community Corrections (BSCC), Edward Byrne Memorial Justice Assistance Grant (JAG) program; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** authorizing Plumas County Sheriff's Office to apply for and administer grant funding from the California Board of State and Community Corrections (BSCC), Edward Byrne Memorial Justice Assistance Grant (JAG) program; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

Plumas County has been allocated funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, which provides funding to California counties based on a non-competitive, population-based formula (no match, one-time funding). The allocated funds will be used to support specialized training efforts aimed at enhancing the department's capacity to respond safely and effectively to crisis-related and mental health-related incidents.

Action:

Adopt **RESOLUTION** authorizing Plumas County Sheriff's Office to apply for and administer grant funding from the California Board of State and Community Corrections (BSCC), Edward Byrne Memorial Justice Assistance Grant (JAG) program; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

(No General Fund Impact); Federal Funds.

Attachments:

1. JAG 2025

RESOLUTION NO. 25 - _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF PLUMAS**

**AUTHORIZING THE PLUMAS COUNTY SHERIFF'S OFFICE TO APPLY FOR AND
ACCEPT FUNDING FOR FISCAL YEAR 2025 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT PROGRAM AND AUTHORIZATION TO
PARTICIPATE IN THE PROGRAM.**

WHEREAS the Plumas County Sheriff's Office desires to participate in the 2025 Edward Byrne Memorial Justice Assistance Grant Equipment and Training Program administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the Sheriff-Coroner be authorized on behalf of the Plumas County to submit the grant application for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

Passed, approved, and adopted by the Plumas County in a meeting thereof held on **September 2, 2025**, by the following:

AYES:

NOES:

ABSENT:

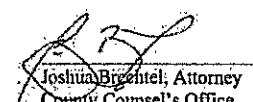
Kevin Goss, Chair Board of Supervisors

Date

ATTEST: _____
Allen Hiskey, Clerk of the Board

Date

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

JAG Equipment and Training Program

Name of County Applicant: *Plumas County Sheriff's Office*

Note: Rows 7-10 will auto-populate based on the information entered in the budget Categories (Services and Supplies, etc.)

Budget Category	Total
1. Services and Supplies	\$6,654
2. Equipment/Fixed Assets	\$0
3. Training Expenses	\$8,079
4. Indirect Costs	\$0
TOTAL	\$14,733

1a. Services and Supplies

1b. Services and Supplies Narrative:

Equipment #1: Training Laptops – Providing training laptops for staff to check out and use when attending trainings will assist with PPA #1 by ensuring personnel have consistent, reliable access to required digital training materials, modules, and virtual instruction. Having dedicated laptops available ensure staff can fully participate in both in-person and online crisis intervention and de-escalation training, regardless of location or local technical limitations. This supports PPA #1 by improving training access, engagement, and overall preparedness for responding to mental health crises.

2a. Equipment/Fixed Assets

2b. Equipment/Fixed Assets Narrative

230

3a. Training Expenses

3b. Training Expenses

Training #1: Modern Crisis Negotiations Training – Equips our officers with advanced communication and negotiation tactics to resolve high-stakes incidents involving individuals in crisis, with an emphasis on de-escalation and behavioral health awareness. Our personnel that attend will learn modern negotiating techniques and National standard recommendations for negotiators.

Training #2: Critical Incident Response and Legal Update for Dispatchers – Provides our dispatchers with up-to-date protocols for handling mental health-related calls, including legal considerations, triage techniques, and effective communication strategies that set the tone for safe outcomes.

Training #3: Response to the Non-Criminal Barricade: Disengagement and Special Relationships – Focuses on recognizing and managing non-criminal barricade situations, particularly those involving vulnerable populations or special relationships (e.g., family members, caregivers), with an emphasis on disengagement, mental health awareness, and alternative resolution strategies. Our personnel will receive an understanding of California's laws and will provide tools that can be used to save lives and prevent liability.

4a. Indirect Costs

For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:	Rate	Direct Costs	Max. Allowable Indirect Costs	Grant Funds
If the applicant does not have a federally approved indirect cost rate, the applicant may claim indirect costs using the Federal De Minimis, 15% of Modified Total Direct Costs (calculated as 15% multiplied by total direct costs, minus equipment, plus up to the first \$50,000 of each subcontract)	15.00%	\$14,733	\$2,210	
*If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277				
If the applicant has a federally approved indirect cost rate, may claim indirect costs up to the organization's federally approved indirect cost rate.		\$14,733	\$0	
*If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278				
			TOTAL	\$0

4b. Indirect Costs Narrative

Enter narrative here. You may expand cell height if needed.

Applicant Name: Plumas County Sheriff's Office

Project Title: Crisis Response Enhancement Project

Funding Request: \$14,732.00

Project Summary

Plumas County Sheriff's Office is seeking funding through the JAG Grant to send correctional, dispatch, and patrol personnel to specialized training courses aimed at enhancing our agency's capacity to effectively and safely manage mental health crises. These trainings—*Modern Crisis Negotiations, Critical Incident Response and Legal Update for Dispatchers, and Response to the Non-Criminal Barricade: Disengagement and Special Relationships*—align directly with PPA 1 priorities, including crisis intervention and mental health response. In addition to these training courses, PCSO is seeking funding to equip our staff with laptops which will be specifically utilized for those attending these training courses and future courses.

Problem Statement

Law enforcement officers and dispatchers are increasingly encountering complex and high-risk situations involving individuals in crisis—many experiencing mental illness or emotional distress. These calls demand specialized, trauma-informed responses that go beyond the scope of traditional law enforcement training. Without targeted instruction and coordinated mental health support, even well-meaning interventions risk escalating situations, endangering the individual in crisis, officers, and the public.

In Plumas County, these challenges are further intensified by significant staffing shortages, limited resources, and the geographic isolation of backup units, which are often miles away with delayed response times. The Plumas County Sheriff's Office (PCSO) routinely responds to calls with minimal personnel, frequently requiring deputies to make critical decisions in isolation and under pressure. This places both the responding officers and individuals in crisis at risk—highlighting the urgent need for enhanced crisis intervention capabilities and cross-agency collaboration in Plumas County.

Proposed Solution

This project will fund participation in three high-impact trainings designed to build critical skills for frontline responders, as well as equipment for officers to utilize during trainings:

1. **Training #1: Modern Crisis Negotiations Training** – Equips our officers with advanced communication and negotiation tactics to resolve high-stakes incidents involving individuals in crisis, with an emphasis on de-escalation and behavioral

health awareness. Our personnel that attend will learn modern negotiating techniques and National standard recommendations for negotiators.

2. **Training #2: Critical Incident Response and Legal Update for Dispatchers –** Provides our dispatchers with up-to-date protocols for handling mental health-related calls, including legal considerations and effective communication strategies that set the tone for safe outcomes.
3. **Training #3: Response to the Non-Criminal Barricade: Disengagement and Special Relationships –** Focuses on recognizing and managing non-criminal barricade situations with an emphasis on disengagement, mental health awareness, and alternative resolution strategies. Our personnel will receive an understanding of California's laws and will provide tools that can be used to save lives and prevent liability.
4. **Equipment #1: Training Laptops –** Providing training laptops for staff to check out and use when attending trainings will assist with PPA #1 by ensuring personnel have consistent, reliable access to required digital training materials, modules, and virtual instruction. Having dedicated laptops available ensure staff can fully participate in both in-person and online crisis intervention and de-escalation training, regardless of location or local technical limitations. This supports PPA #1 by improving training access, engagement, and overall preparedness for responding to mental health crises.

Justification

This approach is aligned with PPA 1 priorities, specifically crisis intervention and mental health support. Offering training is cost effective, as it is a one-time investment with a long-term operational benefit which reduces other potential costs such as litigation or injury. These solutions will equip PCSO personnel with practical tools to resolve incidents safely and will improve outcomes for those in crisis. Trained personnel will be able to bring back knowledge to train and inform our team, establishing a consistent, county-wide approach for handling crisis-related and mental health calls.

Intended Outcomes

Through this initiative, PCSO expects measurable improvements in how our personnel handle crisis-related and mental health calls. Anticipated outcomes include:

- Improved staff performance in de-escalation, negotiation, and legal compliance.
- Safer outcomes for individuals in crisis—especially those involved in non-criminal incidents.
- Greater adherence to updated laws and national standards in crisis intervention.
- Increased internal training capacity, with trained staff sharing best practices across the department.
- Strengthened public trust through more compassionate, consistent responses to mental health emergencies.

Ultimately, this project will contribute to a more skilled, confident, and empathetic public safety workforce, capable of navigating high-pressure incidents with professionalism and care.

Conclusion

By investing in targeted crisis and mental health response training, this project directly supports the goals of PPA 1. It provides a strategy to improve safety and outcomes for individuals experiencing behavioral health crises, while simultaneously reducing risk for both officers and the broader community. Through equipping our personnel with the tools, knowledge, and skills necessary to respond with empathy, professionalism, and precision, this initiative strengthens the overall effectiveness, responsiveness, and trustworthiness of our public safety system. It represents not just a tactical enhancement—but a meaningful step toward a more compassionate, community-centered model of policing.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Jeremy Beatley, Operations Sergeant

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and PowerDMS software; effective September 2, 2025; not to exceed \$38,700.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget 70356/520411 (Sheriff/Annual Software Fee); approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and PowerDMS software; effective September 2, 2025; not to exceed \$38,700.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget 70356/520411; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

This is a two year renewal for PowerDMS software, the software suite the Sheriff's Office utilizes for its Policy and Procedures, all Agency scheduling, Field Training program, and training division.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and PowerDMS software; effective September 2, 2025; not to exceed \$38,700.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget 70356/520411; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

(General Fund Impact) as approved in FY 25/26 preliminary recommended budget 70356/520411 (Sheriff/Annual Software Fee);

Attachments:

1. Power DMS renewal fy26 27

**MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date: 08/18/2025

Vendor: PowerDMS by Naogov

Tel: 800-749-5104

County: County of Plumas
Department of the Sheriff's Office

Tel: 530-283-6375

Description: Purchase of PowerPolicy, PowerTraining, PowerReady, PowerTime
as identified in the quote attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed Thirty
Eight Thousand Seven hundred dollars

Term: Agreement shall commence on 09/01/2025 and shall terminate on 09/01/2027
unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Services Agreement which is attached as Exhibit B hereto and incorporated herein by this reference.

VENDOR:

GovernmentJobs.com, a California Corporation

DocuSigned by:
By: 
B33C1B5B680A454

Sandy Miranda
Chief Customer Officer
Date Signed: 8/22/2025 | 10:39:40 AM PDT

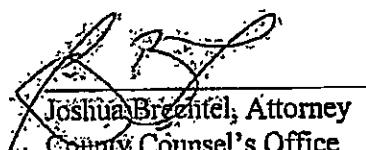
COUNTY:County of Plumas, a political subdivision of the
State of California

By: 
Kevin Goss
Chair of the Board of Supervisors
Date signed:

ATTEST:

By: 
Clerk of the Board of Supervisors
Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

SECRETARY'S CERTIFICATE

I, David Eisler, Secretary of GovernmentJobs.com, Inc. d/b/a NEOGOV ("NEOGOV"), do hereby certify that the Board of Directors of NEOGOV have approved that each of the following persons is authorized to execute and sign customer sales contracts for and on behalf of NEOGOV and each of its subsidiaries including PowerDMS, Inc., Cuchit, Inc., Ragnasoft LLC (D/B/A PlanIT Schedule), and Design PD, LLC (D/B/A Agency360):

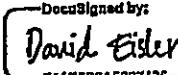
NEW SALES CONTRACTS	
Approval Limit (Annual Recurring Revenue)	Position Title(s)
\$50,000	Accounting Manager
\$100,000	Accounting Director (Mike Burns)
\$1,000,000	CFO (Alex Chun)
\$1,000,000+	CEO (Shane Evangelist)

(1) Signatory authority may be delegated to the next highest position of authority via email approval

RENEWAL CONTRACTS	
Approval Limit (Annual Recurring Revenue)	Position Title(s)
\$25,000	Renewal Sr. Manager (Amy Prins)
\$50,000	Chief Customer Officer (Sandy Miranda)
\$100,000	Chief Operating Officer (Aaron Coleman)
\$100,000+	CFO/CEO (Alex Chun/Shane Evangelist)

(1) Signatory authority may be delegated to the next highest position of authority via email approval

IN WITNESS WHEREOF, I have hereunto signed my name on behalf of NEOGOV on the 18th day of March 2024.

By: 
 David Eisler
 Secretary
 NEOGOV



1800.749.6104
2120 Park PL Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-29645	Order #:	Q-409425
Customer:	Plumas County Sheriff's Office (CA)	Valid Until:	9/25/2025
Effective Employee Count:	89		
Sales Rep:	Salesforce Administrator		
Customer Contact			
Billing Contact:	Plumas County Sheriff's Office (CA) Jeremy Beatley	Shipping Contact:	Plumas County Sheriff's Office (CA) Jeremy Beatley
Billing Address:	1400 E Main St Quincy, CA 95971	Shipping Address:	1400 E Main St Quincy, CA 95971
Billing Contact Email:	jeremybeatley@countyofplumas.com	Shipping Contact Email:	jeremybeatley@countyofplumas.com
Billing Phone:	(530)283-6389	Shipping Phone:	(530)283-6389
Payment Terms			
Payment Term:	Net 60	Notes:	Policy 80-89 user tier. 2-year billed annually.
PO Number:			
Subscription Services			

September 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	9/25/2025	9/24/2026	89	User Count Based	\$9,166.33
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
PowerTraining	Recurring	9/25/2025	9/24/2026	89	User Count Based	\$1,433.71
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
PowerReady (formerly PowerFTO) Subscription	Recurring	9/25/2025	9/24/2026	89	Employee Based	\$4,233.38
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.						
PowerTime Subscription	Recurring	9/25/2025	9/24/2026	89	Employee Based	\$3,982.76
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.						
September 2025 TOTAL:						\$18,816.18



800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

September 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	9/25/2026	9/24/2027	89	User Count Based	\$9,685.18
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
PowerTraining	Recurring	9/25/2026	9/24/2027	89	User Count Based	\$1,514.87
A training solution that lets you create, deliver, and track training content online. Including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
PowerReady (formerly PowerFTO) Subscription	Recurring	9/25/2026	9/24/2027	89	Employee Based	\$4,471.88
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Secure Storage on MS Azure Gov Servers, Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.						
PowerTime Subscription	Recurring	9/25/2026	9/24/2027	89	Employee Based	\$4,207.14
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.						
September 2026 TOTAL:						\$19,879.07
Total:						\$38,695.25

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A NEOGOV), parent company of PowerDMS, Inc., CueIt, Inc., Regnsoft LLC (D/B/A PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

Special Conditions:

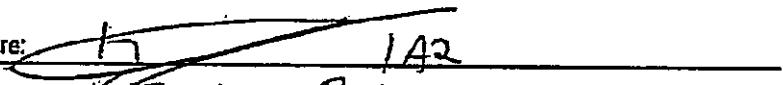
Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Plumas County Sheriff's Office (CA)



1 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Signature:  1A2

Printed Name: JEREMY BEATLEY

Title: UNDERSHERIFF

Date: 8/19/25

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to payment this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.

- a) **Managing the Subscription.** Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
- b) **Managing Authorized Users.** Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) **Invitations and Permissions.** Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) **Customer Obligations.** Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. **Professional Services.** "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. **Payment Terms.**

- a) **Fees.** Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
- c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) **Support.** Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users be derived from such data.

- c) **Data Processing Agreement.** The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.
- d) **Data Responsibilities.**
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
- e) **Breach Notice.** NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
- f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. **Nondisclosure.**

- a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- i) No Medical Advice.** Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. **NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.**

14. Indemnification.

- a) Customer Indemnity.** To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
 - i) Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) **CAP ON MONETARY LIABILITY.** EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. **Reimbursement of Costs in Third Party Litigation.** With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. **EOL Products.** NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. **Text Message Communications.** NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. **NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO:** (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. **General.**
 - a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

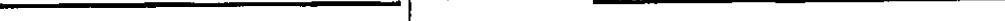
 Customer		GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuebit, Inc., Ragnasoft LLC (D/B/A/ PlanIT, Schedule), and Design PD, LLC (D/B/A/ Agency360).	
Entity Name:			
Signature:			
Print Name:	Signature:		
Date:	Print Name:		
		Date:	

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

- 1. Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
- 2. Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, rePO prts, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
- 3. Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
- 4. Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
- 5. Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
- 6. Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. **Efficient Processing.** You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. **Open API Limitations.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. **Open API Termination.** Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: September 2, 2025

SUBJECT: Approve the Public Health Agency's temporary change in hours of operation on Monday, September 22, 2025, from 8:30 a.m. to 1:00 p.m. for a mandatory, all-staff in-person professional development training day on Public Health 101; discussion and possible action.

Recommendation:

The Director of Public Health respectfully requests a temporary change in hours of operation on Monday, September 22, 2025, from 8:30 a.m. to 1:00 p.m., due to mandatory, all-staff in-person professional development training.

Background and Discussion:

The Public Health Agency is hosting a mandatory, all-staff, in-person professional development training day on Public Health 101.

Action:

Approve the Public Health Agency's temporary change in hours of operation on Monday, September 22, 2025, from 8:30 a.m. to 1:00 p.m. for a mandatory, all-staff in-person professional development day training.

Fiscal Impact:

None

Attachments:

None



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Martee Nieman, Auditor-Controller

MEETING DATE: September 2, 2025

SUBJECT: Adopt **RESOLUTION** Amending Resolution No. 25-9028 establishing Fiscal Year 2025/2026 Appropriations limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** Amending Resolution No. 25-9028 establishing Fiscal Year 2025/2026 Appropriations limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Adopt **RESOLUTION** Amending Resolution No. 25-9028 establishing Fiscal Year 2025/2026 Appropriations limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts; amendment due to the need to correct the amounts in Resolution 25-9028.

Action:

Adopt **RESOLUTION** Amending Resolution No. 25-9028 establishing Fiscal Year 2025/2026 Appropriations limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(No General Fund Impact)

Attachments:

1. Resolution No. 25-9028
2. 20250828005808
3. 6491 FINAL

RESOLUTION NO. 25-9028

A Resolution establishing Fiscal Year 2025/2026 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts

WHEREAS Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

WHEREAS, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2025/2026

; and has prepared the applicable statements showing the calculation, and such statements are available for public review.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2025/2026; and

BE IT FURTHER RESOLVED that the appropriations limit for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 43,404,817
Quincy Lighting	\$ 162,699
CSA #11 (Ambulance)	\$ 87,827
Beckwourth CSA	\$ 25,293

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void, or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

RESOLUTION NO. 25- 9028

The foregoing, Resolution No. 25- 9028 was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 17th day of June 2025 by the following vote:

AYES: Hall, Goss, Engel, McGown, Ceresola

NOES:

ABSENT:



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

**Plumas County
Prop 4 Calculations
January 1, 2025 to January 1, 2026**

California Department of Finance Per Capita	$\frac{6.44 + 100}{100} = 1.0644$	¹
Percentage change over prior year		
Plumas County	$\frac{0.44 + 100}{100} = 1.0044$	²
Population Percentage Change		
Calculation of Factor for FY 2025/26	1.0691	^{1 x 2}

Plumas County**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0644
X	
Population Growth from	
01/01/25-01/01/26	1.0044
Growth Factor FY 2025/26	1.0691

FY 2024/25 Prop 4 Spending Limit \$ 40,599,399

FY 2025/26 Prop 4 Spending Limit \$ 43,404,817

Martee Nieman
Martee Nieman
Auditor / Controller

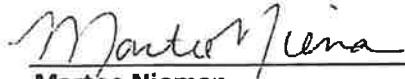
\$ 43,404,817
\$ 0

Quincy Lighting**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0644
X	
Population Growth from	
01/01/25-01/01/26	1.0044
<hr/>	
Growth Factor FY 2025/26	1.0691

FY 2024/25 Prop 4 Spending Limit \$ 152,183

FY 2025/26 Prop 4 Spending Limit \$ 162,699



Martee Nieman
Auditor / Controller

\$ 162,699
\$ (0)

CSA #11**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:***Per Capita Personal Income**

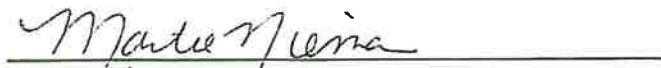
Change from Prior Year 1.0644

X**Population Growth from**

01/01/25-01/01/26 1.0044

Growth Factor FY 2025/26 1.0691

FY 2024/25 Prop 4 Spending Limit \$ 82,151

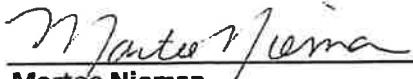
FY 2025/26 Prop 4 Spending Limit \$ 87,827
Martee Nieman
Auditor / Controller\$ 87,827
\$ 0

Beckwourth CSA**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0644
X	
Population Growth from	
01/01/25-01/01/26	1.0044
Growth Factor FY 2025/26	1.0691

FY 2024/25 Prop 4 Spending Limit \$ 23,659

FY 2025/26 Prop 4 Spending Limit \$ 25,293



Martee Nieman
Auditor / Controller

\$	25,293
\$	0

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4006.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio:
$$\frac{6.44 + 100}{100} = 1.0644$$

Population converted to a ratio:
$$\frac{0.28 + 100}{100} = 1.0028$$

Calculation of factor for FY 2025-26:
$$1.0644 \times 1.0028 = 1.0674$$

**California Department of Finance
Demographic Research Unit**

Population Data for Price and Population Letter

Population and Excluded Population for January 1, 2024 and January 1, 2025

Released: May 1, 2025

Table of Contents (links to internal worksheets)

Attachment B

Attachment C

For more information:

<https://dof.ca.gov/forecasting/demographics/estimates-e1/>

Data Prepared by:

Demographic Research Unit

California Department of Finance

e-mail: ficalpop@dof.ca.gov

phone: 916-323-4086

FISCAL YEAR 2025-26

County Total	Alameda	0.31	1,655,644	1,660,751	1,662,482
County Total	Alpine	-0.42	1,181	1,176	1,177
County Total	Amador	-1.34	36,131	35,646	39,563
County Total	Butte	-0.17	207,873	207,525	207,525
County Total	Calaveras	-0.23	44,768	44,666	44,722
County Total	Colusa	-0.30	22,093	22,026	22,026
County Total	Contra Costa	0.00	1,158,165	1,158,141	1,158,225
County Total	Del Norte	-1.32	24,802	24,475	26,544
County Total	El Dorado	0.08	190,512	190,663	190,770
County Total	Fresno	0.84	1,022,826	1,031,466	1,037,053
County Total	Glenn	1.35	28,979	29,369	29,369
County Total	Humboldt	-0.22	133,591	133,298	133,817
County Total	Imperial	0.98	179,096	180,854	186,499
County Total	Inyo	-0.27	18,792	18,742	18,800
County Total	Kern	0.74	902,508	909,213	923,961
County Total	Kings	1.88	135,091	137,628	154,015
County Total	Lake	-0.24	67,325	67,166	67,254
County Total	Lassen	1.82	24,001	24,438	28,716
County Total	Los Angeles	0.30	9,836,291	9,865,367	9,876,811
County Total	Madera	0.58	156,460	157,361	162,599
County Total	Marin	0.14	251,013	251,363	254,550
County Total	Mariposa	-0.21	16,897	16,861	16,917
County Total	Mendocino	0.03	89,750	89,777	89,827
County Total	Merced	0.43	290,587	291,832	293,080
County Total	Modoc	-0.21	8,509	8,491	8,491
County Total	Mono	-1.59	12,792	12,588	12,684
County Total	Monterey	0.15	422,742	423,387	438,831
County Total	Napa	0.56	133,710	134,461	136,124
County Total	Nevada	-0.54	100,841	100,295	100,354
County Total	Orange	0.17	3,169,873	3,175,233	3,175,427
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County Total	Plumas	0.44	18,802	18,885	18,885
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County Total	San Diego	0.44	3,253,653	3,267,913	3,330,139
County Total	San Francisco	-0.39	844,789	841,467	842,027
County Total	San Joaquin	0.46	800,001	803,686	805,856
County Total	San Luis Obispo	-0.12	276,406	276,069	279,337
County Total	San Mateo	0.07	747,647	748,196	748,337
County Total	Santa Barbara	0.63	438,575	441,339	447,132
County Total	Santa Clara	0.04	1,920,593	1,921,435	1,922,259
County Total	Santa Cruz	0.10	263,391	263,653	263,710
County Total	Shasta	-0.22	180,423	180,027	180,201
County Total	Sierra	-0.22	3,177	3,170	3,170



Gavin Newsom • Governor
1021 O Street, Suite 3110 • Sacramento CA 95814 • www.dof.ca.gov

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

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JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

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County Total	Shasta	-0.22	180,423	180,027	180,201
County Total	Sierra	-0.22	3,177	3,170	3,170

Plumas County**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0644
X	
Population Growth from	
<u>01/01/25-01/01/26</u>	1.0044
Growth Factor FY 2025/26	1.0691

FY 2024/25 Prop 4 Spending Limit \$ 43,785,343

FY 2025/26 Prop 4 Spending Limit \$ 46,810,910

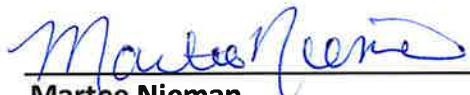

Martee Nieman
Martee Nieman
Auditor / Controller

Quincy Lighting**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0644
X	
Population Growth from	
<u>01/01/25-01/01/26</u>	1.0044
Growth Factor FY 2025/26	1.0691

FY 2024/25 Prop 4 Spending Limit \$ 164,125

FY 2025/26 Prop 4 Spending Limit \$ 175,466



Martee Nieman

Auditor / Controller

CSA #11**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0644
X	
Population Growth from	
01/01/25-01/01/26	1.0044
Growth Factor FY 2025/26	1.0691
 FY 2024/25 Prop 4 Spending Limit	\$ 88,597
 FY 2025/26 Prop 4 Spending Limit	\$ 94,719



Martee Nieman
Martee Nieman
Auditor / Controller

Beckwourth CSA**Prop 4 Spending Limit-Revision
FY 2025/26***Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	1.0644
X	
Population Growth from	
01/01/25-01/01/26	1.0044
Growth Factor FY 2025/26	1.0691
 FY 2024/25 Prop 4 Spending Limit	\$ 25,515
 FY 2025/26 Prop 4 Spending Limit	\$ 27,278

Martee Nieman
Martee Nieman
Auditor / Controller

RESOLUTION NO. 25-

A Resolution amending resolution no. 25-9028 for Fiscal Year 2025/2026 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board of Supervisors governed Special Districts

WHEREAS Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost-of-Living methodology each year by recorded vote; and

WHEREAS, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year **2025/2026**

; and has prepared the applicable statements showing the calculation, and such statements are available for public review.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year **2025/2026**; and

BE IT FURTHER RESOLVED that the appropriations limit for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 46,810,910
Quincy Lighting	\$ 175,466
CSA #11 (Ambulance)	\$ 94,719
Beckwourth CSA	\$ 27,278

BE IT FURTHER RESOLVED that any judicial action or proceeding to attach, review, set aside, void, or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

The foregoing, Resolution No. 25-_____ was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 2nd day of September 2025 by the following vote:

AYES:

NOES:

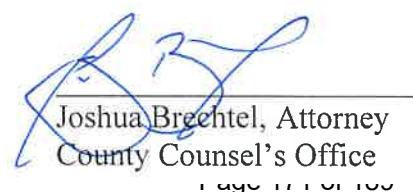
ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: September 2, 2025

SUBJECT: Approve and authorize supplemental budget transfer of \$298,843.00 from Fund# 0001 (General Fund Contribution) to 2003153/534360 (Contribution to Seniors) to cover over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer of \$298,843.00 from Fund# 0001 (General Fund Contribution) to 2003153/534360 (Contribution to Seniors) to cover over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

There was an error caught during budgeting that Contributions to Seniors did not receive the proper amount budgeted to them during FY24/25 budgeting.

Action:

Approve and authorize supplemental budget transfer of \$298,843.00 from Fund# 0001 (General Fund Contribution) to 2003153/534360 (Contribution to Seniors) to cover over-budget costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact

Attachments:

1. 20250826211338

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: SENIORS

Dept. No: 20031

Date 8/26/2025

The reason for this request is (check one):

Approval Required

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, within a 51XXX
- D. Transfer within Department, except fixed assets
- E. Establish any new account except fixed assets

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) NOT ENOUGH FUNDS BUDGETED IN THIS LINE ITEM FOR 24/25

B) SHOULD HAVE BEEN BUDGETED IN THIS LINE ITEM FOR 24/25

C) PAYMENTS NEED TO BE MADE FROM 24/25 FY

D) _____

Approved by Department Signing Authority: _____

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Mante Niema

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

YEAR-TO-DATE BUDGET REPORT

FOR 2025-13		ACCOUNTS FOR: 0116 CSA #12 SENIOR TRANS	ORIGINAL APPROP	TRANRS/ ADJMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2048046 CSA#12SRT OTHER REVENUE									
2048046 46070 CNTRB FR OTHR AGE	-407,912	-407,912	-409,482.65	.00	1,570.65	100.4%			
2048046 46082 SALE OF SURPLUS P	0	-6,335	-6,335.00	.00	0.00	100.0%			
2048046 46211 CONTRIB-GEN FUND	-299,343	0	-299,343.00	.00	-299,343.00	0.0%*			
2048046 46239 DONATIONS	-6,000	0	-6,000.00	-5,035.11	0.00	964.89	83.9%*		
TOTAL CSA#12SRT OTHER REVENUE	-713,255	-6,335	-719,590	-420,852.76	.00	-298,737.24	58.5%		

YEAR-TO-DATE BUDGET REPORT

FOR 2025-13		ACCOUNTS FOR: 0001 GENERAL	ORIGINAL APPROP	TRANSFRS/ ADJSTMNTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL								
2003153 CONTRIB OTHER CHARGES																	
2003153	531100 CONTRIB CFP PYMN	44,591	0	44,591	44,591.00	.00	.00	100.0%									
2003153	533120 CONTRIB LAFCO	50,021	0	50,021	50,021.00	.00	100.0%										
2003153	533600 CONTRIB MEDICAL	28,000	0	28,000	55,927.60	.00	-27,927.60	199.7%*									
2003153	534360 CONTRIB SENIOR	500	0	500	.00	.00	500.00	.0%									
2003153	534950 CONTRIB TRAIL CO	154,384	0	154,384	154,384.00	.00	.00	100.0%									
2003153	535520 CONTRIB-CNTRL PR	6,500	0	6,500	6,500.00	.00	.00	100.0%									
TOTAL CONTRIB OTHER CHARGES		283,996	0	283,996	311,423.60	.00	-27,427.60	109.7%									



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: September 2, 2025

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Board of Supervisors and Hurst, Brooks, and Espinosa, LLC to provide services as an advocate for Plumas County before the State Legislature and Administration; effective July 1, 2025; not to exceed \$30,000.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Board of Supervisors and Hurst, Brooks, and Espinosa, LLC to provide services as an advocate for Plumas County before the State Legislature and Administration; effective July 1, 2025; not to exceed \$30,000.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget

Background and Discussion:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Board of Supervisors and Hurst, Brooks, and Espinosa, LLC to provide services as an advocate for Plumas County before the State Legislature and Administration; effective July 1, 2025; not to exceed \$30,000.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Board of Supervisors and Hurst, Brooks, and Espinosa, LLC to provide services as an advocate for Plumas County before the State Legislature and Administration; effective July 1, 2025; not to exceed \$30,000.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget

Fiscal Impact:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Board of Supervisors and Hurst, Brooks, and Espinosa, LLC to provide services as an advocate for Plumas County before the State Legislature and Administration; effective July 1, 2025; not to exceed \$30,000.00; (General Fund Impact) as approved in FY 25/26 preliminary recommended budget

Attachments:

1. 6461 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through the **Board of Supervisors** (hereinafter referred to as "County"), and Hurst, Brooks, and Espinosa, a Limited Liability Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty thousand and 00/100 Dollars (\$30,000.00).
3. **Term.** The term of this agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

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

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

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

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

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

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

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

_____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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

11. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. **Professional Services Contract.** Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. **Choice of Law.** The laws of the State of California shall govern this agreement.
16. **Interpretation.** This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

County:

Plumas County Board of Supervisors
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971
Attention: Allen Hiskey, Clerk of the Board

Contractor:

Hurst Brooks Espinosa, LLC
1127 11th Street, Suite 1005
Sacramento, CA 95814
Attention: Jean Kinney Hurst, Partner

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

_____COUNTY INITIALS_____

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CONTRACTOR INITIALS_____

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

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

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

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

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

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

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

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

_____ COUNTY INITIALS

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_____ CONTRACTOR INITIALS _____

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

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

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

CONTRACTOR:

Hurst Brooks Espinosa, LLC, a Limited Liability Company

By: _____
Name: Jean Kinney Hurst
Title: Manager/Member
Date signed:

COUNTY:

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

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

ATTEST:

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

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

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CONTRACTOR INITIALS_____

EXHIBIT A

Scope of Work

State Budget, Legislative, and Regulatory Advocacy

- Advocate on behalf of the Plumas County Board of Supervisors before the state Legislature and Administration.
- Develop appropriate and compelling advocacy materials (e.g., letters, fact sheets, and charts) to accompany budget, legislative, or regulatory efforts.
- Educate and inform relevant elected officials, including Senator Dahle and Assembly Member Hadwick, legislative leadership, budget and policy committee staff, Department of Finance staff, and Governor's Office.
- Testify on relevant budget and legislative issues before the state Legislature.
- Monitor activities from state agencies and departments, as indicated by the County. Share relevant information, including grant opportunities, and identify issues requiring direct advocacy.
- Coordinate and communicate with relevant statewide associations, including the California State Association of Counties and the Rural County Representatives of California, among others.

Strategic Advice

- Work with Plumas County in developing a tactical approach and campaign for executing a strategy to secure the desired funding and policy objectives.
- Assist Plumas County in securing and preparing for meetings and interactions with state officials.
- Develop supportive materials, such as letters, talking points, and other collateral documents, as needed.

Communication

- Participate in regular update calls with Plumas County to discuss strategy and progress.
- Provide HBE's weekly legislative update that covers news and developments on activities in and around Sacramento.
- Provide timely written summaries of the Governor's Proposed Budget and May Revision release and identify issues of concern/interest.

Other Services

- Fulfill lobbyist registration and all other reporting requirements as required by law.
- Assist the County in its requirements to register as a Lobbyist Employer as needed.

EXHIBIT B

Fee Schedule

For services outlined in Exhibit A, Plumas County will pay \$2,500.00 per month for a total not to exceed \$30,000.00 for services rendered until June 30, 2026.

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CONTRACTOR INITIALS_____



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Mimi Hall, Supervisor - District 4, Vice-Chair

MEETING DATE: September 2, 2025

SUBJECT: Verizon cell tower construction community and tribal concerns; discussion and possible direction to staff

Recommendation:

Verizon cell tower construction community and tribal concerns; discussion and possible direction to staff

Background and Discussion:

Verizon is proposing to place a cell tower on Power Line Road. Community members are opposed to the site as it has significant importance and is in close proximity to Washoe Family Cemetery, a site of cultural, spiritual, and historic importance for the tribal and broader community. As well as the potential for loss of property value due to industrial encroachment.

Action:

Verizon cell tower construction community and tribal concerns; discussion and possible direction to staff

Fiscal Impact:

N/A

Attachments:

1. Goss - Verizon Tower Letter



OFFICE OF THE
**BOARD OF
SUPERVISORS**

COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170

KEVIN GOSS
DISTRICT 2 SUPERVISOR
Chair of the Board of Supervisors

kevingoss@countyofplumas.com

August 25, 2025

Verizon Wireless

Hans Vestberg, Chairman and CEO

hans.vestberg@verizon.com

Jay Day, Executive Director, Government and External Affairs

jay.day@verizon.com

Jeremy Stroup, Municipal Engagement Partner

Jeremy.stroup@verizon.com

Re: Opposition to Proposed Cell Tower Development in Greenville, California

Dear Verizon Wireless Leadership,

As Plumas County Supervisor for District 2, I am writing to express my strong opposition—and that of many community members—to the proposed cell tower site in Greenville on Power Line Road. While I fully support improved connectivity and recognize the vital role reliable communication plays in our rural county, this project does not at all reflect a thoughtful or appropriate balance between technology and community values.

The area you have identified is still reeling from the massive devastation of the Dixie Fire. Families are only beginning to rebuild their homes, their lives, and their sense of stability. Our residents are working hard to restore not only structures, but the deep sense of community, beauty, and stewardship that has defined this region for generations. The introduction of a large, industrial tower into the heart of this recovery zone risks undermining that effort in profound and lasting ways.

Of particular concern is the tower's proximity to the Washoe family cemetery, a site of cultural, spiritual, and historic importance for the tribal and broader community. To erect such a structure nearby demonstrates a lack of sensitivity to the Indigenous people of this land and to the memory of their ancestors. At a time when we should be honoring heritage and respecting the sacred, this proposal threatens to do the opposite.

In addition, the tower would impose real economic harm. Homeowners who have poured their time, energy, and funds into rebuilding after catastrophic loss are now being asked to shoulder an additional burden—the loss of property value directly tied to industrial encroachment. Those who have not yet rebuilt, already struggling under the strain of loss and displacement, now face the added uncertainty of whether their homes and neighborhoods will ever again feel whole.

Connectivity is essential, and I am eager to work with Verizon and other providers to find solutions that expand access without compromising the integrity of the places we love. But progress cannot come at the expense of a community that has already endured so much. A project of this nature requires not just technical feasibility but cultural awareness, environmental stewardship, and respect for those most directly impacted.

I respectfully urge Verizon to withdraw this proposal and engage in a collaborative process with Plumas County, tribal representatives, and local residents to identify alternative solutions that meet our shared goals. With care and partnership, we can strengthen communication infrastructure while also honoring the resilience, dignity, and future of this community.

Thank you for your time and thoughtful consideration.

Sincerely,

Kevin Goss

Kevin Goss
District 2 Supervisor
Chair, Plumas County Board of Supervisors

cc: trinacunningham.maidu@gmail.com; donnar@enterpriserancheria.org;
matthew.hatcher@mooretown.org; eazana@mooretown.org;
reginald.pagaling@nahc.ca.gov; jblittle@dyerpress.org; harlalee@rocketmail.com;
indianoutlaw25@hotmail.com; hugoadrian@gmail.com; trinitymanning99@gmail.com;
dannymanning@gmail.com; shelbyleung@gmail.com; kself@greenvillerancheria.com
cjimenez@greenvillerancheria.com; ahart@sir-nsn.gov; bernadette.nieto@washoetribe.us;
fsteele@berrycreekrancheria.com; drinkwiz@sbcglobal.net;
konkowvalleybandpoctribalchair@gmail.com; brftcrtn@sti.net; wemoons@yahoo.com;
Siakumne@gmail.com