



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

**NOVEMBER 14, 2023 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 person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

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

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



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

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. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

C. US FOREST SERVICE

D. MUNIS HR/PAYROLL MODULE UPDATE

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

E. NOAA/ NATIONAL WEATHER SERVICE - RENO

2. CONSENT AGENDA

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

A. PUBLIC WORKS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Concentric Concrete, Inc. to construct the Quincy non-motorized transportation hub; effective November 14, 2023; not to exceed \$47,200; (No General Fund Impact); approved as to form by County Counsel. [View item](#)
- 2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Terra West Pacific to landscape the Quincy non-motorized transportation hub; effective November 14, 2023; not to exceed \$14,123; (No General Fund Impact), approved as to form by County Counsel. [View item](#)

B. BUILDING DEPARTMENT

- 1) Approve and authorize the Building Department to recruit and fill, funded and allocated, vacant 1 (one) FTE Permit Technician; (General Fund Impact) as approved in FY23/24 budget. [View item](#)

C. PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70559; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote** [View item](#)
- 2) Adopt **RESOLUTION** to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70561, 70566, and 70560; (No General Fund Impact); approved as to form by County Counsel. **Roll call vote** [View item](#)
- 3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Aztute Corporation for providing Software Services; effective October 1, 2023; not to exceed \$15,737.00; (No General Fund Impact); approved as to form by County Counsel. [View item](#)

3. DEPARTMENTAL MATTERS

A. PLUMAS COUNTY LIBRARY - Sharon McKay

- 1) Adopt **RESOLUTION** updating established county office hours for Plumas County Library; amending hours for the Greenville Library location; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**. [View item](#)

B. HUMAN RESOURCES - Nancy Selvage

- 1) Approve and authorize Chair to sign an agreement between Plumas County Human Resources and ClientFirst Consulting Group, LLC; effective 11/14/2023; not to exceed \$50,000; (General Fund Impact) not a budgeted item; approved as to form by County Counsel; discussion and possible action. [View item](#)

C. AUDITOR-CONTROLLER - Martee Nieman (Graham)

- 1) Trindel Insurance Fund; discussion and possible action. [View item](#)

D. SHERIFF'S DEPARTMENT - Todd Johns

- 1) Undersheriff contract and wages; discussion and possible action. [View item](#)

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

5. BOARD OF SUPERVISORS

A. APPOINTMENTS

1) Appoint Kelly Ann Bonnell and Interim Public Health Director to the First 5 Plumas County Children and Families Commission for the 2023-2025 2-year term, as recommended. [View item](#)

B. CORRESPONDENCE

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

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: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

E. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9

F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)

G. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Plumas County v. Pacific Gas and Electric Company, et al, Superior Court of the State of California, County of San Francisco, Original Case No. CGC-21-596070

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourn meeting to Tuesday, November 21, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: November 14, 2023

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Concentric Concrete, Inc. to construct the Quincy non-motorized transportation hub; effective November 14, 2023; not to exceed \$47,200; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute the Services Agreement with Concentric Concrete Inc, totaling \$47,200, to construct the Quincy non-motorized transportation hub.

Background and Discussion:

The Department of Public Works in conjunction with the Plumas County Transportation Commission received grant funding to construct an improved area that promotes non-motorized transportation in Plumas County.

The chosen location is across the street from Safeway in downtown Quincy. The area will have a concrete pathway, bench seating, a drinking fountain and information related to non-motorized transportation throughout the county.

The Department of Public Works posted an invitation for bids for the construction work pertaining to the Quincy non-motorized transportation hub, bid opening was October 12, 2023. Concentric Concrete Inc was the lowest responsible bidder at \$47,200. Public works received a total of one bid. The attached services agreement has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Concentric Concrete Inc to construct the Quincy non-motorized transportation hub, effective November 14, 2023; not to exceed \$47,200; (No General Fund Impact), approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact. The funds for this project are coming from Clean California Grant Funds, and the following PCTC Funds: The 2% Bike and Pedestrian Infrastructure set-aside from our Local Transportation Funds (LTF), and the Regional Surface Transportation Program Funds (RSTP).

Attachments:

1. Concentric_Contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and **Concentric Concrete Inc, a California corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed forty-seven thousand and two hundred dollars and 0/100 (\$47,200) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 1, 2024, subject to adjustment as stated in Sections 15 and 16.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.



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

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

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

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County



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may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage



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and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. **Tests and Inspections.** Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. **Prevailing Wage.** Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. **Legal Compliance.** Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

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23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C-8 contractor, issued by the State of California, No. 689745.
25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Public Works
County of Plumas
1834 E Main St
Quincy, CA 95971
Attention: Andrew Hammond

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Contractor:

Concentric Concrete, Inc
PO Box 2871
Fairfield, CA 94533
Attention: Christopher Chan

37. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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

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

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

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



COUNTY INITIALS

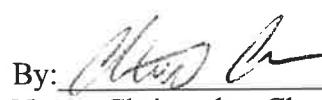


CONTRACTOR INITIALS

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

CONTRACTOR:

Concentric Concrete, Inc.
a California corporation

By: 
Name: Christopher Chan
Title: CEO & CFO

COUNTY:

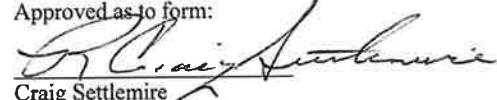
County of Plumas, a political subdivision of
the State of California

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors

ATTEST:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board of
Supervisors

Approved as to form:


Craig Settemire
Counsel

10/31/2023


COUNTY INITIALS


CONTRACTOR INITIALS

EXHIBIT A

Scope of Work

Contractor shall provide contracting services for the Quincy non-motorized transportation hub to be built in downtown Quincy, CA. Specific services required are detailed below.

A. Services Required

1. Weed / remove vegetation in work area.
2. Grade site per the attached plans.
3. Install concrete (2500 psi minimum) per the attached plans. Matching existing flatwork elevations at the project extents.
4. Excavate, tap existing water main, install new water meter and drinking fountain.
5. Install concrete or HDPE vault for new water meter.
6. Install two concrete benches per the attached plans. Secure benches to the new concrete per the manufacturer's specifications.
7. Job site cleanup and demobilization. Work site to be clean upon job completion.

Project Notes:

- Contractor to supply the drinking fountain and concrete benches.
- AVCSD (American Valley Community Services District) will perform the water line tap and supply the meter. The Department of Public Works will pay the any fees. Contractor to supply all other materials.
- ADA Certification will be provided by Plumas County Department of Public Works.
- Engineer's Estimate Total: \$48,500

1. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

 COUNTY INITIALS

EXHIBIT B

Fee Schedule

1. Contractor is to be paid flat fee according to the below bid tabulation.

Work Item	Work Item Description (See Exhibit B - Scope of Work)	Item Quantity	Item Unit	Unit Price	Item Total Price
1	Mobilization	1	each	10,000.00	10,000.00
2	Grading	12	cy	500.00	6,000.00
3	Compaction	900	sf	8.00	7,200.00
4	Place Concrete	14	cy	750.00	10,500.00
5	Install Vault for New Water Meter	1	each	500.00	500.00
6	Excavate for Water Tap / Install Fountain	1	each	7,000.00	7,000.00
7	Concrete Benches and Installation	2	each	3,000.00	6,000.00
				Grand Total	47,200.00

"FOURTY-SEVEN-THOUSAND-TWO-HUNDRED DOLLARS"

Anticipated date(s) of work: NOV. 8, 2023 - NOV. 22, 2023 (WEATHER PERMITTING).

Name & Address of BIDDER (please print):

Name: CONCENTRIC CONCRETE INC.

Title: PRESIDENT
CHRISTOPHER CHAN

Address: 513 THOMAS CIRCLE BURLIN, CA. 94585

Phone: 707-673-4614

Cell Phone: 707-372-1339

Email: arccconcreteinc@gmail.com

Signature: 

Date: OCTOBER 4, 2023

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.



COUNTY INITIALS

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CONTRACTOR INITIALS

5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.
8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

 COUNTY INITIALS

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**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Colleen Foster, Fiscal/Tech Services Assistant III

MEETING DATE: November 14, 2023

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Public Works and Terra West Pacific to landscape the Quincy non-motorized transportation hub; effective November 14, 2023; not to exceed \$14,123; (No General Fund Impact), approved as to form by County Counsel.

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors authorize the Chair to execute the Services Agreement with Terra West Pacific, totaling \$14,123, to landscape the Quincy non-motorized transportation hub.

Background and Discussion:

The Department of Public Works in conjunction with the Plumas County Transportation Commission received grant funding to construct an improved area that promotes non-motorized transportation in Plumas County.

The chosen location is across the street from Safeway in downtown Quincy. The area will have a concrete pathway, bench seating, a drinking fountain and information related to non-motorized transportation throughout the county. This contract is for the landscaping portion.

The Department of Public Works posted an invitation for bids for the landscape work pertaining to the Quincy non-motorized transportation hub, bid opening was August 25, 2023. Terra West Pacific was the lowest responsible bidder at \$14,123. Public works received a total of one bid. The attached services agreement has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and Terra West Pacific to landscape the Quincy non-motorized transportation hub, effective November 14, 2023; not to exceed \$14,123; (No General Fund Impact), approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact. The funds for this project are coming from Clean California Grant Funds, and the following PCTC Funds: The 2% Bike and Pedestrian Infrastructure set-aside from our Local Transportation Funds (LTF), and the Regional Surface Transportation Program Funds (RSTP).

Attachments:

1. Terra-West_Contract

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and **Terra West Pacific, a California Stock Corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed fourteen thousand one hundred twenty-three dollars and 0/100 (\$14,123) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than June 30, 2024, subject to adjustment as stated in Sections 15 and 16.
4. **Termination.**
 - a. **By County for Cause.** The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. **County's Remedies.** Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.



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

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

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

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

 COUNTY INITIALS

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. **Taxes.** Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. **Permits and Fees.** Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. **Legal Notices.** Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. **Use of Site.** Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. **Cutting and Patching.** Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. **Clean Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. **Changes in the Work.** The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. **Delays in Performance.** If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage



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and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. **Tests and Inspections.** Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. **Prevailing Wage.** Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. **Legal Compliance.** Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
21. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
22. **Indemnification.** To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.



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23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess



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insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

24. **Licenses and Permits.** Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a General A - Engineering contractor, issued by the State of California, No. 1098968.
25. **Relationship of Parties.** It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
26. **Assignment.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. **Non-discrimination.** Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.



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28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Public Works
County of Plumas
1834 E Main St
Quincy, CA 95971
Attention: Andrew Hammond



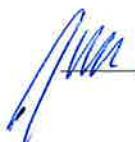
COUNTY INITIALS

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Contractor:

Terra West Pacific
5003 State Hwy 20
Browns Valley, CA 95918
Attention: Sid Brown

37. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
38. **Contract Execution.** Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
39. **Retention of Records.** If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
40. **Ukraine Sanctions.** Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
41. **Suspension and Debarment.** The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



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

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

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



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

CONTRACTOR:

Terra West Pacific
a California Stock Corporation

By: _____
Name: Todd Brown
Title: CEO

By: _____
Name: Nancy Brown
Title: Secretary

COUNTY:

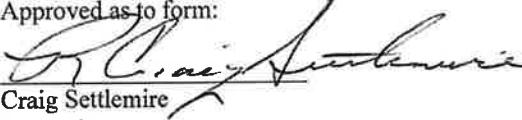
County of Plumas, a political subdivision of
the State of California

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors

ATTEST:

By: _____
Name: Kristina Rogers
Title: Deputy Clerk of the Board of
Supervisors

Approved as to form:


Craig Settlemire
Counsel

 COUNTY INITIALS

EXHIBIT A

Scope of Work

Contractor shall provide landscaping services for the Quincy non-motorized transportation hub to be built in downtown Quincy, CA. Specific services required are detailed below.

A. Services Required

1. Weed / remove vegetation in work area.
2. Install 4 oz landscape fabric over all native soil areas, staple as needed.
3. Install 1-2 inches of decomposed granite (DG) over all fabric areas.
4. Install eleven large (2' x 3' minimum) landscape rocks per the plan sheet.
5. Install one (10 gal minimum) tree, choose 1 species from the available 3 species on the plan sheet.
6. Install nineteen (1 gal minimum) plants, choose 6 different species minimum, from the available 12 species on the plan sheet.

1. All Work will comply with the California codes and all applicable state and federal laws and regulations.



COUNTY INITIALS

EXHIBIT B

Fee Schedule

1. Contractor is to be paid flat fee according to the below bid tabulation.

Item: Quincy Non-motorized Transportation Hub - Landscaping

Exhibit No.	Description	Bid Amount (numerical)	Bid Amount (words)
B	Perform work per the attached plans and scope of work	\$14,123	Fourteen Thousand One Hundred and Twenty Three Dollars

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.



COUNTY INITIALS

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CONTRACTOR INITIALS

8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

 COUNTY INITIALS



**PLUMAS COUNTY
BUILDING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: John Cunningham

MEETING DATE: November 14, 2023

SUBJECT: Approve and authorize the Building Department to recruit and fill, funded and allocated, vacant 1 (one) FTE Permit Technician; (General Fund Impact) as approved in FY23/24 budget.

Recommendation:

Approve and authorize the Building Department to recruit and fill, funded and allocated, vacant 1 (one) FTE Permit Technician; (General Fund Impact).

Background and Discussion:

The position is critical for the smooth functioning of the Building Department in terms of processing building permit applications, scheduling building permit inspections, and assisting the public with inquiries and public record requests. The department has historically had two permit technicians, but due to one being out on long-term medical leave, the need to have two permit technicians in place has proven critical in terms of handling the heavy work load. In addition, filling this position now will provide for as much training as possible prior to the upcoming retirement of one of the permit technicians.

Action:

Approve and authorize the Building Department to recruit and fill, funded and allocated, vacant 1 (one) FTE Permit Technician; (General Fund Impact).

Fiscal Impact:

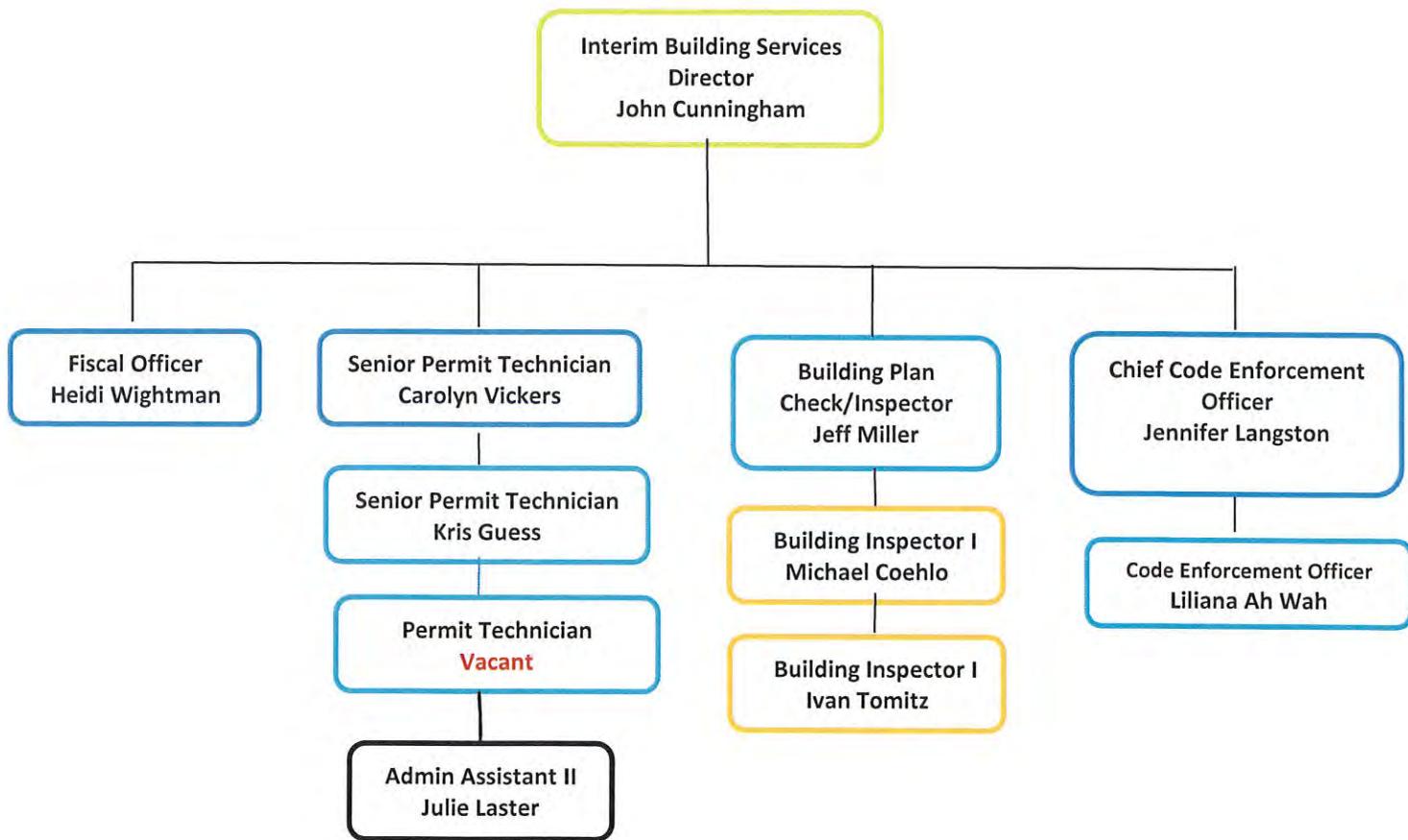
This position is funded in the FY 23/24 budget.

Attachments:

1. Org Chart - Building
2. Permit Technician Job Description
3. Staffing Questionnaire

BUILDING SERVICES ORGANIZATIONAL CHART

November 2023



PERMIT TECHNICIAN

DEFINITION

Under general direction, performs a wide variety of tasks in the Planning and Building Services Department including but not limited to issuing construction permits, calculating permit and plan check fees; evaluate and verify all required approvals; receive, log, route, track and maintain accurate computer records on various permits being processed; receive requests for Inspectors; answer telephones and assist callers with application, permit and technical questions and concerns; research, review and copy various documentation as required; provide clerical assistance; and perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This position is the initial public contact that performs a variety of technical and clerical duties required to operate the permit counter including responding to inquiries related to building regulations, providing preliminary review of plans, reviewing applications, determining required authorizations, issuing permits and collecting fees; and maintaining accurate computer records. Incumbents will routinely answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

REPORTS TO

Assistant Building Official, Lead Permit Technician or higher level positions as designated.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

PERMIT TECHNICIAN - 2

EXAMPLES OF DUTIES

- Provides primary administrative, operational and staff support for the Building Division service counter.
- Independently performs a wide variety of specialized office management, administrative and fiscal support assignments.
- Perform public information and relations assignments, receives office visitors and telephone calls, and provides comprehensive and technical information about policies, programs, functions and procedures.
- Assists the public with application and permit procedures.
- Performs preliminary review of materials and plans upon submittal to calculate, evaluate, determine and verify applicable requirements.
- Prepares and submits activity reports and reports required by other government agencies.
- Establishes updates and maintains information retrieval systems.
- Gathers, organizes, and summarizes a variety of data and information.
- Performs special projects and prepares reports.
- Prepares correspondence, informational material and documents.
- Maintains active permit files and issues permits.
- Operates computers, maintains and updates computer files and databases.
- Generates computer reports.
- Performs word processing.
- Operates office equipment.
- May have work coordination and worker responsibilities for other staff.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

PERMIT TECHNICIAN - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- California Building Codes, local ordinances, County policies, rules, and regulations.
- Public and community relations.
- Office management and procedures.
- Establishment and maintenance of filing and information retrieval systems.
- Personal computers and software applications related to administrative support work.
- Correct English usage, spelling, grammar, and punctuation.
- Elementary algebra.
- General principles of construction.
- Blue print reading
- Principles of work coordination.

Ability to:

- Perform a wide variety of complex administrative support work.
- Issue permits for various types of construction projects.
- Receive, review and evaluate construction documents to determine general completeness and conformance to a broad range of submittal requirements.
- Respond to general and technical building and development questions.
- Read and interpret plans and specifications and communicate effectively.
- Interpret, explain, and apply a variety of County and Department policies, rules, and regulations.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Prepare promotional and informational materials.
- Use a personal computer and appropriate software for word-processing, record keeping, and administrative functions.
- Effectively represent the County in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

PERMIT TECHNICIAN - 4

Training and Experience:

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

1. At least three (3) years of responsible office support work in a local government, performing a variety of clerical and administrative or technical duties. **OR**;
2. I.C.C. certification as “Permit Technician”. **OR**;
3. Ability to obtain “Permit Technician” Certificate within one year of accepting this position.

Special Requirements:

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Permit Technician, by ICC or its equivalent, and must be maintained throughout employment.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED FOR FISCAL YEAR 2023/24

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

The position is critical for the smooth functioning of the Building Department in terms of assisting the public with obtaining building permits, scheduling permit inspections, assisting the public with questions, and responding to public record requests.

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

The department has historically had two Permit Technicians. The department has been down to one technician due to one of the permit technicians being out on long-term medical leave. This position will fill that void and the employee will be trained before the other Permit Technician retires next year.

- How long has the position been vacant?

This is a new allocation funded in the FY 2023/24 budget.

- Can the department use other wages until the next budget cycle?

No other wages are available; the position is fully funded.

- What are staffing levels in other counties for similar departments and/or positions?

Staffing levels in other counties are the same or greater.

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

Building permit issuance and assisting the public with questions.

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

No negative fiscal impact.

- 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

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

No

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

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?

The position is fully funded in the FY 2023/24 budget. When one of the permit technicians retires next year, that position will not be funded or filled, leaving us with two Permit Technicians.

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

No



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: November 14, 2023

SUBJECT: Adopt RESOLUTION to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70559; (No General Fund Impact); approved as to form by County Counsel. Roll call vote

Recommendation:

The Interim Director of Public Health respectfully recommends the Board of Supervisors approve and ratify, effective October 1, 2023, the amendment to the Position Allocation for Budget Unit 70559 in Fiscal Year 2023-2024.

Background and Discussion:

This request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2023-2024 Position Allocation removing 0.13 FTE from the Nursing series and adding a 0.13 to the Health Education Series.

Action:

Approve and ratify, effective October 1, 2023, the amendment to the Position Allocation for Budget Unit 70559 in Fiscal Year 2023-2024.

Fiscal Impact:

No General Fund Impact - No changes in Public Health Agency funding just position change that has been paid for by the Ryan White Program.

Attachments:

1. 23-771 FINAL

**RESOLUTION TO AMEND FISCAL YEAR 2023-24 PLUMAS COUNTY POSITION ALLOCATION
FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70559.**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2023-2024 Position Allocation removing a 0.13 FTE from the Nursing series and adding a 0.13 FTE to the Health Education Series; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve and ratify, effective October 1, 2023, the amendment to the Position Allocation for Budget Unit 70559 in Fiscal Year 2023-2024 to reflect the following:

Budget Unit 70559	Current FTE	Change	New FTE
Licensed Vocational Nursing I/II or Registered Nurse I/II or Public Health Nurse I/II/II	0.13	-0.13	0
Health Education Coordinator I/II or Health Education Specialist or Community Outreach Coordinator	0.42	+0.13	0.55

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 14th day of November 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: November 14, 2023

SUBJECT: Adopt RESOLUTION to Amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70561, 70566, and 70560; (No General Fund Impact); approved as to form by County Counsel. Roll call vote

Recommendation:

The Interim Director of Public Health respectfully recommends the Board of Supervisors approve and ratify, effective October 1, 2023, the amendment to the Position Allocation for Budget Unit 70561, 70566, and 70560 in Fiscal Year 2023-2024.

Background and Discussion:

This request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2023-2024 Position Allocation removing a 0.08 FTE from the 70561 and 70566 Department Fiscal Officer I/II or Management Analyst I/II or Administrative Services Officer or Grant Compliance Officer position and adding a 0.16 FTE to the 70560 Department Fiscal Officer I/II or Management Analyst I/II or Administrative Services Officer position or Grant Compliance Officer.

Action:

Approve and ratify, effective October 1, 2023, the amendment to the Position Allocation for Budget Unit 70561, 70566, and 70560 in Fiscal Year 2023-2024.

Fiscal Impact:

No General Fund Impact - Funded by Realignment

Attachments:

1. 23-772 FINAL

RESOLUTION NO. 2023- _____

RESOLUTION TO AMEND FISCAL YEAR 2023-24 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70561, 70566, and 70560.

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2023-2024 Position Allocation removing a 0.08 FTE from the 70561 and 70566 Department Fiscal Officer I/II or Management Analyst I/II or Administrative Services Officer or Grant Compliance Officer position and adding a .16 FTE to the 70560 Department Fiscal Officer I/II or Management Analyst I/II or Administrative Services Officer position or Grant Compliance Officer; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve and ratify, effective October 1, 2023, the amendment to the Position Allocation for Budget Unit 70561, 70566, and 70560 in Fiscal Year 2023-2024 to reflect the following:

<u>Budget Unit 70561</u>	<u>Current FTE</u>	<u>Change</u>	<u>New FTE</u>
Department Fiscal Officer I/II or	0.08	-0.08	0
Management Analyst I/II or			
Administrative Services Officer or			
Grant Compliance Officer			

<u>Budget Unit 70566</u>	<u>Current FTE</u>	<u>Change</u>	<u>New FTE</u>
Department Fiscal Officer I/II or	0.08	-0.08	0
Management Analyst I/II or			
Administrative Services Officer or			
Grant Compliance Officer			

<u>Budget Unit 70560</u>	<u>Current FTE</u>	<u>Change</u>	<u>New FTE</u>
Department Fiscal Officer I/II or	3.73	+0.16	3.89
Management Analyst I/II or			
Administrative Services Officer or			
Grant Compliance Officer			

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 14th day of November 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Administrator Assistant II

MEETING DATE: November 14, 2023

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Aztute Corporation for providing Software Services; effective October 1, 2023; not to exceed \$15,737.00; (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

The Interim Director of the Public Health Agency respectfully recommends that the Chair ratify and sign an agreement with Aztute Corporation for providing Software services for \$15,737.00; effective April 1, 2023; approved as to form by County Counsel.

Background and Discussion:

Aztute ("Licensor") provided Public Health Agency ("Licensee") the following Software.

- Aztute Precision Public Health/Population Health Management
- ConnectWell/Health & Wellness Content Library
- Microsoft Azure Services/Infrastructure

Action:

Approve and authorize Chair to ratify and sign an agreement with Aztute Corporation in the amount not to exceed \$15,737.00, effective April 1, 2023.

Fiscal Impact:

No General Fund Impact, funded by Workforce Development Grant within the Public Health Agency.

Attachments:

1. PCPHA2324AZTUTE 23-305

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 AZTUTE CORPORATION, a Delaware 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 Fifteen Thousand Seven Hundred Thirty-Seven Dollars (\$15,737.00).
3. **Term.** The term of this agreement shall be from April 1, 2023 through March 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2023 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

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

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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice/Management Analyst

Contractor:

Aztute Corporation
11710 Plaza America Drive, Suite 2000
Reston, VA 20190
Attention: Sammy Wahab, CEO

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

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.

28. The attached BAA is hereby incorporated by this reference and made part of this agreement.

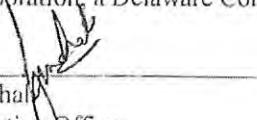
 COUNTY INITIALS

PCPHIA2324AZTUTE

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

CONTRACTOR:

Aztute Corporation, a Delaware Corporation

By: 
Sammy Wahal
Chief Executive Officer
Date signed:

By: 
Sudipta Gautam
Chief Operating Officer
Date signed:

COUNTY:

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

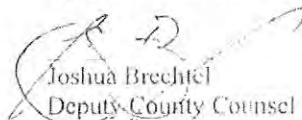
By: 
Dana Krinsky
Interim Director of Public Health Agency
Date signed:

By: 
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By: 
Kristina Rogers
Deputy Clerk of the Board
Date signed:

Approved as to form:


Joshua Brechtel
Deputy County Counsel

 COUNTY INITIALS

Exhibit A

Scope of Work

The Following is a Scope of Work ("Exhibit A") to the Services Agreement made by and between the COUNTY OF PLUMAS, ("County" or "Licensee") and AZTUTE CORPORATION ("Contractor" or "Licensor"). **In the event of a conflict between this Exhibit A and the Services Agreement, the Services Agreement will supersede.**

1. **Definitions.** For purposes of this Exhibit A, the following terms have the following meanings:

- 1.1 "Authorized Users" means solely those individuals authorized to use the Software pursuant to the license granted under this Exhibit A.
- 1.2 "Confidential Information" has the meaning set forth in Section 10.1.
- 1.3 "Disclosing Party" has the meaning set forth in Section 10.1.
- 1.4 "Documentation" means user manuals, technical manuals, and any other materials by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.
- 1.5 "Intellectual Property Rights" means all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.6 "Licensee" has the meaning set forth in the preamble above.
- 1.7 "Licensor" has the meaning set forth in the preamble above.
- 1.8 "Person" means an individual, corporation, partnership, joint venture, governmental authority, unincorporated organization, trust, association, or other entity.
- 1.9 "Receiving Party" has the meaning set forth in Section 10.1.
- 1.10 "Representative" means, with respect to a party, that party's employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.
- 1.11 "Software" means the software programs for which Licensor is making available to Licensee.

1.12 "Term" has the meaning set forth in section 3 of the Services Agreement.

1.13 "Third Party" means any Person other than Licensee or Lessor

2. **License Grant and Scope.** Subject to and conditional on Licensee's strict compliance with all terms and conditions set forth in the Services Agreement and this Exhibit A Lessor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable (except as set forth herein), limited license during the Term to use, solely by and through its Authorized Users, the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Exhibit A. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

2.1 Access the Software only in accordance with this Exhibit A and the Documentation.

2.2 Grant sub-licenses in the Software solely to the Authorized Users and subject to the following:

(a) all Authorized Users shall be required to agree to be bound by an end user license agreement relating to the user of the Software in form and substance determined by the Lessor (the current version of which is available at <https://www.aztute.com/eula>), as prompted by the Software; and

(b) Licensee will be responsible and liable pursuant to the terms and conditions of this Exhibit A for the Authorized Users' actions and failures to take required actions with respect to the Software.

(c) In the event of a conflict between the above-mentioned end user license agreement and this Exhibit A, Exhibit A will supersede.

3. **Third-Party Materials.** The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Lessor and that may be provided to Licensee on license terms that are in addition to and/or different from those contained in this Exhibit A ("Third-Party Licenses"). In the event that such Third-Party Licenses are required, Lessor will make such Third-Party Licenses available to Licensee. Ownership of all Intellectual Property Rights in such Third-Party Materials remains with the respective owners thereof. Licensee is bound by and shall comply with all Third-party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-party license is also a breach of this Exhibit A.

4. **Use Restrictions.**

4.1 Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

(a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2;

- (b) except to the Authorized Users as permitted by Section 2.2 and strictly in compliance with its terms, provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation;
- (c) copy the Software or Documentation, in whole or in part;
- (d) modify, correct, translate, adapt, enhance, further develop, or otherwise create derivative works, enhancements, or improvements, whether or not patentable, of the Software or Documentation or any part thereof;
- (e) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (f) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (g) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy provided on or with the Software or Documentation, including any copy thereof;
- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software and Documentation, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service (SaaS), cloud, or other technology or service;
- (i) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage;
- (j) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or in violation of any applicable law, regulation, or rule; or
- (k) use the Software or Documentation for purposes of benchmarking or competitive analysis of the Software, developing, using, or providing of a software product or service that competes with the Software or any other purpose that is to the Licensor's commercial disadvantage.

4.2 No Implied Rights. Except for the limited rights and licenses expressly granted under this Exhibit A, nothing in this Exhibit A grants, by implication, waiver, estoppel or otherwise, to

Licensee or any third party any Intellectual Property Rights or license, nor other right, title, or interest in or to the Software or Documentation, and Licenser's Confidential Information.

5. **Responsibility for Use of Software.** Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6. **Compliance Measures.** The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 4. Licensee shall not, and shall not attempt to, remove, disable, bypass, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

7. **Maintenance and Support.**

7.1 Subject to Section 7.2, the licence granted hereunder entitles Licensee to support services describe in Section 16.

7.2 Licenser has no obligation to provide support services:

- 7.2.1 for any but the most current version or release of the Software;
- 7.2.2 if Licensee is in breach under this Exhibit A; or
- 7.2.3 for any Software that has been modified other than by or with the authorization of Licenser, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Licenser in writing.

8. **Collection and Use of Information.**

8.1 Licensee acknowledges that Licenser may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, which information will not contain any personal information (the "Usage Data"). Licensee agrees that the Licenser may use the Usage Data for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:

- 8.1.1 improving the performance of the Software or its future development; and

8.1.2 verifying Licensee's compliance with the terms of this Exhibit A and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.

8.2 The collection of information by or through the Software and by the Licensor generally will be governed by the business associate agreement entered into by and between the Licensor and the Licensee (the "BAA"). In addition to the obligations of the parties under the BAA, each party shall treat any personal information of the Authorized Users to which they have access to or which they collect through or in connection with the use by the Licensee or the Authorized Users of the Software hereunder as Confidential Information.

9 **Intellectual Property Rights.** Licensee acknowledges and agrees that the Software and Documentation are provided under licence, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the licence granted and subject to all terms, conditions, and restrictions under this Exhibit A. Licensor and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Exhibit A. Licensee shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from Infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor, at Licensor's sole expense, in any legal action taken by Licensor to enforce its Intellectual Property Rights.

10 **Confidential Information.**

10.1 In connection with this Exhibit A each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 10.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, the Software and Documentation are the Confidential Information of Licensor.

10.2 **Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Exhibit A; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Exhibit A; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that

was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidentiality Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, during the Term and for a period of two (2) years thereafter:

- 10.3.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement and Exhibit A;
- 10.3.2 except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement or Exhibit A; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 10.3;
- 10.3.3 safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- 10.3.4 ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 10; and
- 10.3.5 promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information and take all reasonable steps/use its best efforts/cooperate with Disclosing Party to prevent further unauthorized use or disclosure.

Notwithstanding any other provisions of this Exhibit A, the Receiving Party's obligations under this Section 10 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives. In the event of any conflict between the provisions of this Section 10 and the terms of the BAA, the terms of the BAA shall prevail.

10.4 **Compelled Disclosures.** If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11 Term and Termination.

11.1 This Exhibit and the license granted hereunder shall remain in effect as defined in section 3 of the Services Agreement.

11.2 Either party may terminate this Agreement on thirty (30) days written notice.

11.3 Lessor may terminate this Exhibit A, effective upon written notice to Licensee, if Licensee, breaches this Exhibit A and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured ten (10) days after Lessor provides written notice thereof.

11.4 Lessor may terminate this Exhibit A, effective immediately, if Licensee files an assignment in bankruptcy or has a bankruptcy order made against it under any bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, receiver-manager, monitor, or custodian for all or a substantial part of its property.

11.5 Upon expiration or earlier termination of this Exhibit A, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation, and permanently erase or cause to be erased from its and its Authorized Users' computer systems, files, and storage media all copies of the Software and Documentation of Lessor obtained, made, or authorized to be made by Licensee or on Licensee's behalf.

11.6 The provisions set forth in the following sections, and any other right or obligation of the parties in this Exhibit A that, by its nature, should survive termination or expiration of this Services Agreement and Exhibit A, will survive any expiration or termination of this Exhibit A: ~~SECTION 1, Section 8.1, Section 9, Section 10, Section 11.5, Section 11.6, Section 12, Section 13, Section 14 and Section 17.~~

u/w

12 Limited Warranties, Exclusive Remedy, and Disclaimer/Warranty Disclaimer.

12.1 THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT CONDITION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, THE LICENSOR PROVIDES NO CONDITION, WARRANTY, OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13 Limitation of Liability. LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY OR ANY FAILURE OF THE SOFTWARE TO COMPLY WITH THE WARRANTIES SET FORTH IN SECTION 12 EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY LOSS OF DATA, OR LOST PROFITS. IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY ACTUAL DAMAGES IN AN AMOUNT THAT EXCEEDS THE FEES PAID BY LICENSEE FOR THE SOFTWARE.

14 Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), either party will indemnify, defend, and hold harmless the other party, its affiliates and each of their respective licensors and service providers, and their agents, shareholders, officers, directors, employees, contractors and affiliated entities (the "Releasees") against any actual or threatened third party actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments and demands of any kind whatever ("Claims") arising out of or based upon any breach of these Terms or from any representation or warranty contained herein and made by the parties which was or is at any time false, and indemnify the Releasees from all damages, costs, and lawyers' fees finally awarded in connection with any such Claim.

15 Export Regulation. The Software and Documentation may be subject to export control laws. The Licensee shall not, directly, or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule, or regulation. The

Licensee shall comply with all applicable federal laws, regulations, and rules and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the country in which the Licensee is located at the time of the execution of this Agreement.

16 Support Services

16.1 Licensor will provision and host the following Software for Licensee:

PRODUCT NAME	FUNCTION	OWNER OR LICENSOR ⁽¹⁾
Aztute Precision Public Health	Population Health Management	Aztute Corporation
ConnectWell	Health & Wellness Content Library	ConnectWell, Inc.
Microsoft Azure Services	Infrastructure	Microsoft, Inc.

(1) Aztute reserves the right to exchange the Third-Party Licenses upon thirty (30) days prior written notification, provided the replacement Third-Party Licenses provides same or better functionality as those being replaced.

16.2 Aztute will provision the Software to provide for the following Authorized Users:

Authorized User	Name	Quantity	Description
Licensee	Plumas County Public Health Agency	1	Organization executing the Services Agreement
Staff Users	Various	Unlimited	Licensee Staff and contractors acting on behalf of Licensee
Consumer Users	Various	Unlimited	Community members in which Licensee wishes to utilize the Software

16.3 Licensor will provide configuration services to support the following programs:

- Youth Services
- Communicable Diseases
- Maternal and Reproductive Health
- Chronic Disease Prevention and Health Promotion
- Oral Health
- Harm Reduction
- Community Health Assessment
- Tobacco Reduction
- Outbreak Management [COVID-19]

16.4 Training

1. Training is done remotely with a train the trainer approach.
2. 3 days (5 hours/day) of initial training is included.
3. Additional Training can be purchased at any time.
4. On-sight training will require reimbursement of travel and accommodation expenses.

16.5 The following is the list of support services are included:

- Processing and resolution of reported Software malfunctions.
- Written notification to Licensee of the general availability of software updates and/or new releases.
- Telephone consulting services through which Licensee may ask questions regarding specific problems encountered.
- Lessor will provide all required product technical support via phone and web-conferencing during standard support hours (Mon-Fri) from 8:00am ET to 5:00pm ET excluding statutory Federal holidays. Email support will be provided outside the standard support hours.

17 Miscellaneous.

17.1 Force Majeure. Lessor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labour disputes, civil disturbances, riot, rebellion, invasion, hostilities, war, terrorist attack, embargo, natural disaster, epidemics, pandemics, including the 2019 novel coronavirus disease (COVID-19) pandemic, acts of God, flood, tsunami, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Lessor's reasonable control.

17.2 Assignment. Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Exhibit A, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably

withheld. This Exhibit A is binding upon and endures to the benefit of the parties hereto and their respective permitted successors and assigns.

17.3 Successors and Assigns; No Third-Party Beneficiaries. This Exhibit A is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17.4 Amendments and Modifications. This Exhibit A may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

17.5 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Exhibit A, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.6 Severability. If any term or provision of this Exhibit A is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17.7 Headings. The headings in this Exhibit A are for reference only and do not affect the interpretation of this Exhibit A.

EXHIBIT B

Compensation

Invoicing And Payment

Contractor shall pay 50% of the total contract amount upon signing the Agreement, and the remaining 50% shall be paid upon the earlier of sign-off by County that the that all Program Modules have been made available to the County or 30 days after the date of this Agreement.

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the contractor for actual expenditures incurred in accordance with this Service Agreement.

A. Invoice(s) Shall:

- 1) Include backup documentation to support the invoice.
- 2) Bear the contractor's name and Agreement Number exactly as shown on the Agreement.
- 3) Identify the expense, billing and/or performance period covered on invoice.
- 4) 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. Amounts Payable:

The amounts payable under this agreement shall not exceed Fifteen Thousand Seven Hundred Thirty-Seven Dollars (\$15,737.00).

 COUNTY INITIALS

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), AZTUTE CORPORATION, a Delaware Corporation, referred to herein as Business Associate ("BA"), dated April 1, 2023.

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 HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

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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)].



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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)].

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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

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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

 COUNTY INITIALS

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.



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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

Dana Krinsky

Interim Director of Public Health Agency

Signature: Dana Krinsky
Date: 11/3/23

BUSINESS ASSOCIATE

Aztute Corporation, a Delaware Corporation

Sammy Wahab

CEO

Signature: Sammy Wahab
Date: Nov 2nd, 2023
11/02/2023

DK

COUNTY INITIALS



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Lindsay Fuchs, County Librarian

MEETING DATE: November 14, 2023

SUBJECT: Adopt RESOLUTION updating established county office hours for Plumas County Library; amending hours for the Greenville Library location; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote.

Recommendation:

Adopt the Resolution to update the established county office hours for Plumas County Library.

Background and Discussion:

Plumas County Library is committed to providing direct library services to the Greenville and surrounding areas post-Dixie Fire. We currently use the classroom out of the Greenville High School with PUSD approval until the bookmobile (arriving early 2024) begins to cover the area instead. Due to staff shortages and winter hours making it darker earlier, we are requesting the Greenville hours change to Tuesdays and Thursdays from 3:30pm-6:30pm and keep Saturdays from 11:00 am - 3:00pm.

Action:

Adopt the Resolution to update the established county office hours for Plumas County Library.

Fiscal Impact:

This is decreasing the current schedule so there is no negative impact on the General Fund. The Extra Help Library Aide hours will be used at other locations due to increasing demand at them. We currently pay PUSD rent per day, so removing one day a week (Wednesdays) from the current schedule will save about \$320 (assuming 16 weeks), which can be used for other programs and materials.

Attachments:

1. Library Hours Resolution

Plumas County Resolution Number _____

**A RESOLUTION UPDATING THE ESTABLISHED COUNTY OFFICE HOURS FOR
PLUMAS COUNTY LIBRARY**

WHEREAS, the Board of Supervisors has previously adopted an Established County Office Hours schedule for County Departments including Plumas County Library by Resolution 21-8614 pursuant to Government Code section 24260 and Plumas County Code section 2-4.201; and

WHEREAS, the Plumas County Library's office hours are fixed by resolution, which requires amendment prior to a change in the office hours; and

WHEREAS, the schedule for the Greenville Branch found in Exhibit A of Resolution 22-8730, is in need of updating; and

WHEREAS, the current and updated schedule for Plumas County Library is attached as Exhibit "A" to this resolution; and

WHEREAS, the current and updated schedule for Plumas County Library as outlined in Exhibit "A" goes into effect November 14, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that Resolution 22-8730 is hereby amended to incorporate the new Plumas County Library service hours beginning on November 14, 2023, set forth in Exhibit "A".

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, as a regular meeting of said Board held on the _____, by the following vote:

AYES:

NOES:

ABSENT:

Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

Kristina Rogers
Deputy Clerk of the Board of Supervisors

Exhibit A

The new established hours for each Plumas County Library Branch is as follows:

Quincy:

Monday	10:00 a.m. - 6:00 p.m.
Tuesday- Thursday	10:00 a.m. - 5:30 p.m.
Friday - Saturday	11:00 a.m. - 3:00 p.m.

Chester:

Summer Schedule (April 1 – Oct 31):

Tuesday, Wednesday, Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Thursday	12:00 p.m. – 5:00 p.m., 5:30 p.m. – 7 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Tuesday – Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Greenville:

Tuesday	3:30p.m. - 6:30 p.m.
Thursday	3:30p.m. - 6:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Portola:

Summer Schedule (April 1 – Oct 31):

Monday – Wednesday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Thursday	12:00 p.m. – 4:00 p.m., 5:00 p.m. – 7:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Monday – Thursday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nancy Selvage, Director of Human Resources

MEETING DATE: November 14, 2023

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Human Resources and ClientFirst Consulting Group, LLC; effective 11/14/2023; not to exceed \$50,000; (General Fund Impact) not a budgeted item; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve Plumas County Services Agreement with ClientFirst Consulting Group, LLC. ClientFirst has the capability to get us through the building of the MUNIS payroll system.

Background and Discussion:

Plumas County is in the process of implementing the Tyler Human Capital Management (HCM) system. The project began in 2017 but has been delayed multiple times for various reasons. Our current go-live date of January 1, 2024 does not appear possible due to the numerous outstanding issues with Tyler.

ClientFirst Technology Consultant recommends an assessment of the Tyler implementation plan to identify the outstanding issues that must be addressed. Upon completion of the assessment, ClientFirst will be able to work with the County and the vendor to re-establish go-live plans that occur within a reasonable timeframe.

The assessment process will consist of reviewing project documentation and interviewing functional users and other stakeholders. These interviews are typically referred to as business process workshops, conducted remotely with County staff.

After the workshops are completed, ClientFirst will summarize the outstanding issues identified and assist in the development of plans to resolve those issues with the County.

At this point, we will be presented with options for moving forward.

County staff have identified training needs that are still unresolved with Tyler. We know there are numerous training needs for both Auditor and Human Resources staff. Once we have our payroll conversion in place, we will need to work on workflow, staff permissions, time entry management, and many other MUNIS modules to complete the system design.

Examples of some of the work that needs to be built into the system, but is not limited to the following:

CalPERS reporting issues:

- Set up for CalPERS Classic OASDI members addressing \$61.54 to be built-in and taken off the top of payroll.
- Longevity set up, tracking and CalPERS reporting according to their policies.
- Retirement reporting
- Retired Annuitant tracking and reporting requirements

Fair Labor Standards Act (FLSA):

- Exempt employees vs. non-exempt employees' overtime system calculations.
- Flores overtime calculations
- CTO leave bank.

Stipends:

- How to build the stipends for the County Clerk and Treasurer/Tax Collector elected positions, needs to be separated from reportable income to CalPERS.

Special job classification reporting:

- Out of Class assignment, and can we generate report for CalPERS?
- Extra Duty Stipends, track the assignment limited hours/days.

Affordable Care Act:

- ACA reporting capabilities, Mandatory IRS annual reports
- Need to populate the 1095-C and 1095-B IRS reports and how is the report transmitted to the IRS?

State reporting:

- EEO4 reporting and the required state semiannual reports.
- Monthly state new hire reports, how does the system generate and submit according to deadlines?

Payroll Tax Tables:

- California based employees
- Employees based outside of California
- Tax tables
- W-2 forms

Payroll Processing:

Successful parallels
Printing checks – printer needs
Associated tasks for running payroll
How to make corrections

Special Districts:

- Special District payroll functions under their separate EIN and state tax reporting numbers. Maintain separation of the special districts from the County's payroll reporting.

- Be able to run payroll, but keep special districts separate from the County reporting functions.

Reporting:

- The list of required federal and state payroll related reports for both the Auditor and HR.

Case Management Module:

- Built in MUNIS as a shared case management feature for Risk Management, Human Resources, CAO, and County Counsel.

Retirees

- Retiree Health
 - 1. Sick leave conversion / formula for those who qualify.
 - 2. Set up and track retiree health billing and payments.

This is just a sample list of on-going MUNIS items to be addressed. We will also need to build the employees self-services modules, giving employees access to view their pay stubs, do applications online, make changes to their tax forms, and many more features that we are looking forward to implementing. Address the workflow from beginning to end users.

It is imperative that we take this opportunity to contract with ClientFirst Consultants so we can finish our payroll MUNIS conversion. It is very important to our staff and the employees we pay and manage their benefits. We need to be successful in transitioning into the new payroll system.

Thank you for your consideration in this matter.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Human Resources and ClientFirst Consulting Group, LLC; effective 11/14/2023; not to exceed \$50,000; (General and Non- General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

This request is for \$50,000 and has not been budgeted in the FY 2023/2024 annual budget. This contract is for both general and non-general funded employees.

Attachments:

1. 23-788 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 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 Fifty Thousand Dollars (\$50,000).
3. **Term.** The term of this agreement shall be from November 14, 2023 through November 30, 2024, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

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

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

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

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

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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: Nancy Selvage/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

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

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

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

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

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

CONTRACTOR:

ClientFirst Consultants, LLC, a Corporation

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: Nancy Selvage

Title: Human Resources Director

Date signed:

By:_____

Name: Gregory Hagwood

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

By:_____

Name: Kristina Rogers

Title: Deputy Clerk of the Board

Date signed:

Approved as to form:



Joshua Brechtel
Deputy County Counsel

11/6/2023

_____COUNTY INITIALS

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CONTRACTOR INITIALS_____

EXHIBIT A

Scope of Work

Scope of Work

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

- **Project Coordination** – Work with the County project coordinators(s) to develop an updated project work plan and arrange communications, logistics, and support. Provide ongoing project coordination and status updates.
- **Prepare Findings and Recommendations** – ClientFirst will prepare and review with the County our findings and recommendation memorandum.
- **Vendor Communication/Research** – We will work with your current vendor. We will also apply a structured approach to obtain estimated implementation costs from the vendor for things such as additional setup and configuration services, testing, training, and other implementation services as required.

Assessment Services

ClientFirst will work with County departments to identify the open issues, tasks, and activities that must be resolved in order for the agency to go live with the Tyler Human Capital Management system. Establishing a list of open issues will allow the County and ClientFirst to prioritize issues and map out a path to resolution, establish timelines, and set expectations with each department.

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.

Staffing

Jamie Shell will be the Project Director for the engagement. Alicia Burns will be managing and coordinating the project along with support from Janet Federico. Both Alicia and Janet have extensive Tyler Munis implementation and project management experience.

EXHIBIT B

Fee Schedule

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 \$50,000 without prior written authorization by the County.

- Alicia Burns - \$ 195 per hour
- Janet Federico - \$ 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.

Acceptance

If you have any questions, feel free to contact me at 951.739.7989 or via email at dkrout@clientfirstcg.com for additional information. We appreciate the continued opportunity of serving the County of Plumas.



Alicia Burns, PMP, CSP-PO, CSM

Management Consultant

Alicia Burns has over 15 years of experience implementing ERP systems for private and public sectors. Her education and experience in implementation has allowed her to obtain knowledge in implementation planning, business process analysis and consulting, system analysis and design, user acceptance testing planning and assistance, end-user training planning, go-live planning, and technical and functional specifications.

Alicia's implementation career began as a payroll functional lead on the client side of an ERP implementation for a company with 6,000 employees spread across multiple states. She jumped to full-time software implementations for a major private enterprise distributor and transitioned to supporting the public sector thereafter.

As she is skilled in Agile project management methodologies, Alicia values client involvement and open communication about projects. She can navigate through the twists that a software implementation can bring.

Alicia's tenure at a major government enterprise software provider allows her to assess business needs, track project flow, and assist clients in developing best practice solutions.

Alicia is committed to delivering high-quality work that meets or exceeds client expectations.

Highlights

- Multi-phased ERP application implementations
- In-depth knowledge of various payroll/HR platforms
- Well-versed in Agile project management methodologies

Agency Experience

City of Alameda
City of Burlingame
City of Cathedral City
City of Coronado
City of Diamond Bar
City of Dublin
City of Dublin
City of Farmers Branch
City of Fontana
City of Gilroy
City of Great Falls
City of Hanford
City of Independence
City of Lancaster
City of Lemoore
City of Long Beach
City of Long Beach Harbor
City of Oxnard
City of Petaluma
City of Piedmont
City of Port Hueneme
City of Redlands
City of Richland
City of Richmond
City of Rohnert Park

City of Yorba Linda
County of Lassen
County of Mendocino
East Side Union Highschool District
Muskogee Creek Nation
Muskogee Creek Nation Tribal
Health
Maricopa Association of
Governments
San Diego Association of
Governments
City of Nampa
Helix Water District
Santa Margarita Water District
San Bernadino Municipal Water
District
Desert Water Agency
Golden Gate Bridge, Highway, and
Transportation District



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science Information Technology Management – Cal State East Bay
- Bachelor of Science Business Operations and Resource Management Cal State – East Bay
- Project Management Professional (PMP) – PMI
- Certified Scrum Professional – Product Owner (CPOSP) – Six Sigma
- Certified Scrum Master

SPECIALTIES

- Project Management
- Business Process Review
- Implementation planning
- Go-live planning
- Best Practice
- Creative Solutions





Janet Federico, MBA

Management Consultant

Janet Federico has over 11 years of experience with local and federal government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows her to oversee project implementations of standard and customized software successfully.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

Janet also has over six years of experience working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for the agency and vendor.

Additionally, having worked for a leading local government enterprise software provider, Janet brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with clients' needs and concerns throughout and post-implementation.

Highlights

- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes pertaining to enterprise applications

Agency Experience

City of Batavia
City of Bartlesville
City of Bentonville
City of Carlsbad
City of Clovis
City of Coronado
City of Corvallis
City of Decatur
City of Fort Smith
City of Glendora
City of High Point
City of Highland Park
City of Hutchinson
City of Hutto
City of San Bernardino
City of Tulsa
City of Westmont
City of West Sacramento

City of Wichita
City of Wilton Manors
City of Wisconsin Springs
City of Wood Dale
Village of Hinsdale
Village of Orland Park County of Champaign
Town of Windsor
Town of Woodside
County of Collin
County of Denton
County of Lassen
County of Mendocino
County of Minnehaha
County of St. Joseph
East Bay Regional Park District
Jurupa Community Services District
Los Angeles County Development Authority
State of Texas (DFPS)



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Business Administration – Ellis College
- Bachelor of Science in Applied Management – Kaplan University

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation



Jamie T. Shell, PMP

Director, Enterprise Applications Consulting

Jamie Shell has over 25 years of public sector experience, including 10 years working in local government finance (Finance Director) and over 15 years assisting local governments with various information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Jamie's background in local government finance, project management, and software implementation has given him the ability to work jointly with C-level executives, agency/department heads, and staff to maximize their technology utilization.

Having worked in government and as an enterprise software provider, Jamie brings a unique understanding of the perspectives of both the agency and software vendors.

Highlights

- Former municipal Finance Director
- Served as President of the Eastern Kansas Government Finance Officers Association (2005)
- Former manager of Client Services with one of the largest government ERP vendors
- Former manager of Professional Services with another major government ERP vendors
- Successfully managed onsite and remote projects for over 50 public-sector agencies throughout the United States

Agency Experience

City of Alpharetta	City of Mesa	County of Clermont	State of Hawaii
City of Atlanta	City of Miami	County of Cook	Campaign Spending Commission
City of Barrie	City of Minden	County of Denton	State of Massachusetts Comptroller's Office
City of Batavia	City of Naperville	County of Douglas	State of Maine Treasurer's Office
City of Battle Ground	City of New Port Richey	County of Kauai	State of Michigan Administrative Office of Courts
City of Bentonville	City of Norco	County of Mendocino	State of Rhode Island Treasurer's Office
City of Branson	City of Oviedo	County of Nassau	State of Virginia Dept of Rail & Public Transportation
City of Carlsbad	City of Pacifica	County of New Castle	Ewing Marion Kauffman Foundation
City of Cedar Hill	City of Palm Desert	County of Ramsey	Castaic Lake Water Agency
City of Chattanooga	City of Pearland	County of San Juan	Coachella Valley Water District
City of Clovis	City of Piedmont	County of San Mateo	Commodities Futures Trading Commission
City of Coronado	City of Port Angeles	Town of Cary	Cucamonga Valley Water District
City of Dubuque	City of Poulsbo	Town of New Canaan	Four Rivers Sanitation Authority
City of East Point	City of Prescott	Town of Isle of Palms	West County Wastewater District
City of Edmonton	City of Richmond	Town of Prescott Valley	Jurupa CSD
City of Elgin	City of Salinas	Town of Vail	
City of Elmhurst	City of San Bernardino	Town of Windsor	
City of Evanston	City of Simi Valley	Village of Lincolnwood	
City of Flagstaff	City of St. Petersburg	State of New Jersey	
City of Fort Collins	City of South Gate	State of New Mexico	
City of Gallup	City of Stockton	California State Auditor's Office	
City of Glendora	City of Tyler	California State Controller's Office	
City of Grand Rapids	City of Vacaville	California Office of Emergency Services	
City of Henderson	City of West Covina	Ewing Marion Kauffman Foundation	
City of High Point	City of West Hollywood	Province of Nova Scotia	
City of Hoover	City of West Lafayette		
City of Indianapolis/Marion County	City of West Sacramento		
City of Kansas City	City of Wilmington		
City of Medford	City of Wilton Manors		
City of Memphis	City of Woodside		



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Project Management Professional (PMP)
- Bachelor of Science in Business Administration and Accounting – Missouri Western State University

SPECIALTIES

- Certified Prosci Change Management Practitioner
- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations





David W. Krout, CPA (Inactive)

Partner – Enterprise Applications Consulting Practice Leader

David Krout has 25 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 100 public-sector agencies throughout the United States

Agency Experience

City of Batavia	City of Pelham	Village of Oswego	Rosamond Community Services District
City of Bloomington	City of Piedmont	Village of River Forest	Salisbury-Rowan Utilities
City of Brentwood	City of Rancho Mirage	CA-NV American Water Works Association	San Bernardino Municipal Water
City of Brisbane	City of Redlands	Castaic Lake Water Agency	Southern California Coastal Water Research (SCCWRP)
City of Burbank	City of Rialto	Castro Valley Sanitary District	Walnut Valley Water District
City of Burlington	City of Riviera Beach	Colton Joint Unified School District	West County Wastewater District
City of Carlsbad	City of Rosemead	City of San Gabriel	Western Municipal Water District
City of Camarillo	City of Salisbury	City of San Jacinto	Mechoopda Indian Tribe
City of Chino	City of Sandpoint	City of Shawnee	Eastern Band of Cherokee Indian
City of Clovis	City of San Gabriel	City of Sierra Madre	
City of Colton	City of San Jacinto	City of Simi Valley	
City of Corona	City of Shawnee	City of South Gate	
City of Coronado	City of Sierra Madre	City of Tustin	
City of Dublin	City of Simi Valley	City of West Covina	
City of Foster City	City of South Gate	City of West Des Moines	
City of Gastonia	City of Tustin	County of Butte	
City of Healdsburg	City of West Covina	County of Buncombe	
City of Hemet	City of West Des Moines	County of Denton	
City of Highland Park	County of Butte	County of Mendocino	
City of Indio	County of Buncombe	County of Orange	
City of La Habra	County of Denton	County of Riverside	
City of La Puente	County of Mendocino	County of San Bernardino	
City of Laguna Niguel	County of Orange	Town of Danville	
City of Lake Forest	County of Riverside	Town of Groton	
City of Larkspur	County of San Bernardino	Town of Hillsborough	
City of Lomita	Town of Groton	Town of Truckee	
City of Manassas Park	Town of Hillsborough	Village of Glencoe	
City of Menlo Park	Town of Truckee	Village of Lincolnwood	
City of Mission Viejo	Village of Glencoe	Village of Northfield	
City of Murrieta	Village of Lincolnwood		
City of Pacifica	Village of Northfield		
City of Palm Desert			
City of Palmdale			



CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations



Certified Public Accountant

CPCA

It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations and its opportunities.

—Director of Administrative Services
CA Municipality



Firm Qualifications

Enterprise Applications Consulting Practice Profile

ClientFirst's enterprise applications consulting team has been conducting these specific types of assessments, process reviews, procurements, and implementation assistance for over 20 years.

ClientFirst leverages this experience to the client's advantage through a unique approach to software selection, which considers the vendor's perspective while working with clients to navigate the complexities of software assessment, selection, contract negotiation, and implementation.

We identify an organization's strategy, organizational, application, and functional requirements—specific to the client's business processes—to determine which solutions are the best fit for both customer and vendor. Our clients appreciate the honesty and diligence with which we conduct our projects, and many clients continue relying on our services after their first project with us.

The level of risk and the probability of achieving a successful implementation are directly related to the amount of proper due diligence employed. At ClientFirst, we take every possible step to decrease this risk level through best practices.

Because of the level of due diligence that we require, software vendors welcome the opportunity to respond to our RFP documents, giving your organization a chance to find the best functionality fit by evaluating an adequate number of qualified vendor responses.

Applications Consulting Services

PROCESS REVIEWS

Business Case Analysis
Assessment and Recommendations
Process Analysis and Improvement

SOFTWARE SELECTION

Feature/Function Requirements
Implementation Risk Assessment
Change Management
Vendor Analysis and Evaluation
Contract Review and Negotiation

PROJECT OVERSIGHT

Implementation Project Management
Conversion Assistance
Integration / Interface Assistance

APPLICATIONS IMPROVEMENT

Assessment of Current Needs & Gaps
Assessment of Features, Training, Support, & Reporting Issues
Vendor Proposal Review & Demonstration Management
Change Management
Risk Assessments

Departmental / Functional Area Experience

Council/Board	Parks & Recreation
Administration	Engineering
Building & Safety	GIS
City Clerk	Water & Waste Water
Finance	Sanitation
Fire	Field Operations
Library	Laboratories
Utility Billing	Environmental
Customer Service/Call Centers	Sciences
Payroll	Facilities
Human Resources	Treatment Plants
Planning	Fleet Management
Police	Engineering
Purchasing	Warehousing
Public Works	SCADA
	Information Systems

Applications Experience

General Ledger	CIS & Utility Billing
Budgeting	Tax Billing
Project Accounting	Backflow
Grant Accounting	Service Orders
Accounts Receivable	Work Orders/Preventative
Cash Receipts	Maintenance
Purchasing & Receiving	Inventory Management
Bids Management	Fleet Management
Contract Management	Planning
Accounts Payable	Permitting
Fixed Assets	Inspection
Loans	Code Enforcement
Special Assessments	Land/Parcel/Address
Financial Reporting	Management
Ad Hoc Reporting	Computer-Aided Dispatch (CAD)
Business Licensing	Records Management
Applicant Tracking	Mobile Computing
Human Resources	Citizen Request Management
Employee Self-Service	GIS
Benefits Tracking	Adjudication
Time & Attendance	Citation Management
Payroll	



Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This understanding and experience ensures that our strategies and recommendations are practical in all respects. Our management team's career experience includes over 3,500 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in California. ClientFirst is a national firm, with practices located in California, Illinois, Texas, and North Carolina.



Corona, CA



Schaumburg, IL



San Antonio, TX



Charlotte, NC

Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.

Practical Recommendations

We believe in using technology as a tool to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes, the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.



True Independence

ClientFirst believes in practicing true independence. We do not resell products nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in putting the client first by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.



Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".



National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.



ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director
CA Municipality



Diversified Experience

We have extensive experience with a wide variety of organizations and technology and processing environments and have worked with over 500 agencies on over 3,500 projects. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to provide end-to-end consulting and support services.

CLIENTFIRST Integrated Technology Solutions Groups

APPLICATIONS CONSULTING	MANAGEMENT CONSULTING	
<ul style="list-style-type: none"> Business Process Review Software Selection Implementation Assistance 	<ul style="list-style-type: none"> IT Strategic Planning IT Assessments Process Improvements Contract Negotiations Project Management IT Governance Seminars 	
ECMS	IT SERVICES & OPERATIONS	IT INFRASTRUCTURE
<ul style="list-style-type: none"> (Enterprise Content Management) Needs Assessment Business Process Review System Selection Planning Implementation Oversight 	<ul style="list-style-type: none"> Technical Services Help Desk Managed Services 	<ul style="list-style-type: none"> Networking Servers Data Centers Disaster Recovery Security
GIS	TELECOM	STRUCTURED CABLING
<ul style="list-style-type: none"> Assessment & Planning Design Data Management Development Mapping 	<ul style="list-style-type: none"> Bill Audits Strategic Planning VoIP Design RFP/Procurements Carrier Services Call Centers 	<ul style="list-style-type: none"> Assessment and Certification CADD Design & Layout Vendor Selection Project Management Documentation



Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

California	CA-NV American Water Works Association	City of Fort Lauderdale	Hinsdale Township High School District 86	Michigan
City of Albany	Castaic Lake Water Agency	City of Pompano Beach	Indian Prairie Community Unit School District 204	University of Michigan
City of Azusa	Castro Valley Sanitary District	City of Port St. Lucie	J. Sterling Morton High School District 201	Lake Superior State University
City of Big Bear Lake	Cucamonga Valley Water District	City of Riviera Beach	Lake Zurich Community Unit School District 95	Minnesota
City of Brentwood	District	<i>Idaho</i>	Mount Prospect School District 57	County of Anoka
City of Brisbane	Glendale Water and Power	City of Sandpoint	Naperville Community Unit School District 203	Nevada
City of Burbank	Hayward Area Recreation and Park District	<i>Illinois</i>	Naperville Park District	County of Nye
City of Calabasas	Irvine Unified School District	City of Bloomington	Norridge Park District	Town of Pahrump
City of Camarillo	Jurupa Community Services District	City of Champaign	Oswego School District 308	New York
City of Carlsbad	Livermore Area Recreation and Park District	City of Countryside	Pace Suburban Bus Division	City of Batavia
City of Chico	Midpeninsula Regional Open Space District	City of Crystal Lake	Park Ridge Schools	Village of Ossining
City of Chino	Newhall County Water District	City of Highland Park	Port Byron Central School District	North Carolina
City of Clovis	Piedmont Police and Fire	City of Joliet	Posen-Robbins SD 143.5	City of Burlington
City of Colton	Ramona Municipal Water District	City of Lake Forest	Prospect Heights School District	City of Gastonia
City of Corona	Rincon del Diablo Municipal Water District	City of Moline	Riverside Public School District 96	City of High Point
City of Coronado	Rosamond Community Services District	City of Morton Grove	Rockford Public Library	City of Kinston
City of Downey	San Bernardino Municipal Water District	City of Naperville	Rock River Water Reclamation District	City of Mount Airy
City of Dublin	Southern California Coastal Water Research	City of Oakbrook Terrace	Sherrard Community Schools	City of Salisbury
City of Escondido	Sweetwater Authority	City of Orland Park	St. Charles School District	Arc of Stanley County
City of Foster City	Walnut Valley Water District	City of Prospect Heights	Sunset Ridge School District	County of Buncombe
City of Glendora	West County Wastewater District	City of Rockford	Township High School District 214	County of Cabarrus
City of Healdsburg	Western Municipal Water District	City of Rock Island	Wheaton-Warrenville School District 200	County of Davie
City of Hemet	Western Municipal Water District	City of St. Charles	Winnetka Public Schools District 36	County of Orange
City of La Habra	Menifee Unified School District	City of Waukegan	Lake Forest College	St. Augustine College
City of La Puente	Mesa Water District	City of Wood Dale	Lincolnwood Public Library	Wake Forest University
City of Laguna Niguel	Mountain View School District	County of DuPage County	Oak Park Library	Eastern Band of Cherokee Indians
City of Larkspur	Romoland School District	County of Peoria County	Oswego Library District	Salisbury Rowan Utilities
City of Lathrop	Ridgecrest Unified School District	County of Sangamon County	Park District of Highland Park	Ohio
City of Lomita	Ridgecrest Unified School District	County of Winnebago County	Indiana	County of Cuyahoga
City of Menlo Park	San Mateo Fire District	Village of Arlington Heights	The University of Notre Dame	County of Montgomery
City of Mission Viejo	San Marino Unified School District	Village of Cary	Indianapolis Public Library	South Dakota
City of Montclair	San Marino Unified School District	Village of Glencoe	Indianapolis Public Schools	Rapid City Area Schools
City of Murrieta	Walnut Valley Water District	Village of Kenilworth	Iowa	Texas
City of Pacifica	West County Wastewater District	Village of Lake Barrington	City of Ankeny	City of Dallas
City of Pacific Grove	District	Village of Libertyville	City of Bettendorf	City of Plano
City of Palm Desert	Western Municipal Water District	Village of Lincolnwood	City of Burlington	City of University Park
City of Palm Desert	Colton Joint Unified School District	Village of Matteson	City of Cedar Rapids	County of Denton
City of Piedmont	Colton Joint Unified School District	Village of Norridge	City of New Hampton	Corpus Christi Fire
City of Pismo Beach	Irvine Unified School District	Village of Northbrook	City of West Des Moines	Highland Park Police and Fire
City of Port Hueneme	Lake Elsinore Unified School District	Village of Northfield	County of Johnson	International Bank of Commerce
City of Rancho Cucamonga	Lake Elsinore Unified School District	Village of Oak Brook	County of Linn	River Oaks Country Club
City of Rancho Mirage	Menifee Unified School District	Village of Oak Park	State of Iowa	State Bank of Texas
City of Redlands	Mesa Water District	Village of Oswego	Burlington Community School District	University of Texas Health Science Center
City of Rialto	Mountain View School District	Village of Palos Park	Cedar Rapids Community School District	Westwood Country Club
City of Rohnert Park	Romoland School District	Village of River Forest	Davenport School District	Utah
City of Rosemead	West Covina Unified School District	Village of Riverside	Diocese of Davenport	Washington County School District
City of Sacramento	District	Village of Westmont	Community High School District 99	Virginia
City of San Clemente	Ohlone Community College	Village of Wheeling	Community Unit High School District 205	Commonwealth of Virginia
City of San Gabriel	San Jose Community College	DuPage County Health Dept.	Community Unit School District 300	City of Manassas Park
City of San Jacinto	University of California Berkeley	Batavia Public School District	Community Unit School District 308	Wisconsin
City of San Pablo	University of California San Francisco	Central Community Unit School District 301	Champaign County Forest Preserve District	City of Appleton
City of San Rafael	UCSF Medical Center	Champaign County Forest Preserve District	Civitas Schools	City of Brookfield
City of Seal Beach	Stanislaus Council of Governments	District 230	Community High School District 29	City of Eau Claire
City of Sierra Madre	Mechoopa Indian Tribe	Community Unit High School District 205	District 99	City of Wauwatosa
City of Simi Valley	Alabama	Community Unit School District 300	Community Unit High School District 205	City of West Allis
City of South Gate	City of Bell	Community Unit School District 308	Community Unit High School District 230	County of Brown
City of South Pasadena	Arizona	Consolidated High School District 230	Consolidated High School District 230	County of Kenosha
City of South San Francisco	County of Maricopa	Gover School District	District 230	County of Milwaukee
City of Tustin	Connecticut	Hampton School District 29	Gover School District	County of Waukesha
City of Upland	City of Bristol	Harlem School District 122	Mason City School District	HIDTA Milwaukee
City of Vacaville	City of New Haven	Harrison School District 36	North Scott School District	Diocese of Madison Catholic Schools
City of West Covina	Groton Police and Communications Dispatch	Harvard Community Unit School District	Des Moines Area Community College	Madison School District
County of Butte	Town of Groton	Harvey School District 152	Cedar Falls Utilities	Shorewood School District
County of Mariposa	Florida		Kansas	Whitnall School District
County of Mendocino	City of Cape Coral		City of Shawnee	West Allis School District
County of Riverside	City of Deerfield Beach			
County of San Bernardino	City of Dunedin			
County of Tuolumne				
County of Yolo				
Town of Danville				
Town of Hillsborough				
Town of Truckee				
Town of Yucca Valley				



Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

APPLICATION SYSTEM TYPES	DEPARTMENT AREA EXPERIENCE	APPLICATION AREA EXPERIENCE
<ul style="list-style-type: none"> • Finance and Accounting • Procurement Management • Payroll and Time & Attendance • Human Resources Management • Utility Billing / Customer Information Systems • Land Management- Permitting, Planning, Inspections, Code Enforcement, Licensing • Adjudication • Enterprise Document Management Systems • Legislative and Agenda Management Solutions • Fleet Maintenance • Geographic Information Systems (GIS) • Citizen Portals and eGovernment • Mobiles and Field Reporting • Citizen Request Management (CRM) Systems • CAD/RMS 	<ul style="list-style-type: none"> • Council • Administration • Building and Safety • City Clerk • Finance • Fire • Library • Utility Billing • Customer Service/Call Centers • Payroll • Human Resources • Planning • Police • Purchasing • Public Works • Parks and Recreation • Engineering • Geographic Information System (GIS) • Water • Waste Water • Sanitation • Field Operations • Laboratories • Environmental Services • Facilities • Treatment Plants • Fleet Management • Engineering • Warehousing • SCADA • Information Systems 	<ul style="list-style-type: none"> • General Ledger • Budgeting • Project Accounting • Grant Accounting • Cash Receipts • Purchasing and Receiving • Bids Management • Contract Management • Accounts Payable • Fixed Assets • Loans • Special Assessments • Financial Reporting • Business Licensing • Applicant Tracking • Human Resources • Employee Self-Service • Benefits Tracking • Time and Attendance • Payroll • CIS and Utility Billing • Customer Service / Call Centers • Backflow • Service Orders • Work Orders / Preventative Maintenance • Inventory and Fleet Management • Planning, Permitting, Inspection and Code Enforcement • Land/Parcel/Address Management • Computer-Aided Dispatch (CAD) • Records Management • Mobile Computing • Citizen Request Management (CRM) • Geographic Information System (GIS) • Adjudication • Citation Management • Database Management



**PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 14, 2023

SUBJECT: Trindel Insurance Fund; discussion and possible action.

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

None



PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Todd Johns, Sheriff

MEETING DATE: November 14, 2023

SUBJECT: Undersheriff contract and wages; discussion and possible action.

Recommendation:

Option 1:

Follow the 10-County comparison provided by the Human Resources Director to show consistency of pay within our county as comparable to the ten like counties used in the survey. Step A at \$53.93 per hour and LS rate of \$83.66 per hour. This would probably require an additional 10 county comparison for the position of Sheriff for proper compensation.

Option 2: (Recommended)

Set the Undersheriff's wage to be comparable by position in the 10-county comparison matrix, but less than the initial 10-county comparison pay rate, (\$53.93 A-step) initially proposed. Start A-step rate at \$46.10 per hour through LS rate at \$75.05 per hour. This may also require Sheriff's pay scale to be adjusted slightly. The proposed A-step is 22% below the Sheriff's base pay and 15% above the Patrol Commander's base pay. Moving forward, the Undersheriff's contract should have the any wage increase attached to the Plumas County Sheriff's Employee Association and not tied to the Department Heads. By doing this, there would not be any further compaction issues within the Sheriff's Office chain of command which has been prevalent over the past year or two.

I believe the wage proposed is a direct reflection of importance of paying a position properly in order to compensate the position for the work required. Factors to considered are:

- Number of staff supervised, 72 when fully staffed. Includes Patrol, Corrections, Communications and Clerical.
- Responsible for Sheriff's Budget, largest General Fund contribution.
- POST Requirements and law enforcement certifications.
- 24-callout on law enforcement emergency and hazardous calls for service.
- Responsible for split second life or death decisions.
- Not eligible to receive overtime, (subordinates able to receive overtime for same work provided).
- Promotional growth to entice future Undersheriff candidates.
- Consistent and comparable with other county departments. It also shows consistency with the 10-county comparison used for County Department Heads in the May 2022 "Updated Base Wage Increase."

Background and Discussion:

The pay scale that was adopted for the Plumas County Undersheriff was set in contract in 2021 and established pay at A step \$34.21 per hour through LS step of \$53.13 per hour. At the time, the contract written by former County Counsel Gretchen Stuhr and provided wage increases on page 3 as follows: "Contract Employee shall receive cost of living adjustments based on the County's agreement with other County appointed department heads."

In May of 2022, County Department Heads were provided an "Updated Base Wage Increase" that was approved by the Board of Supervisors. This base increase was the result of a 10-county comparison survey conducted by the Director of Human Resources, and was proposed as a way to be competitive with other jurisdictions that had received cost of living increases. In July of 2022, during a conversation with County Counsel Stuhr and Human Resources Director Selvage, County Counsel advised that per contract, the Undersheriff position should have been included in the base wage increase.

In February of 2023, H.R. Director Selvage confined this conversation by providing the calculated rate of pay for the position of Undersheriff based on the same 10-county comparison used for all county department heads and advising that Sheriff could move forward with implementing the new wage. This rate changed A step to \$53.93 per hour and LS step at \$83.66 per hour.

We recognize, this would cause the Undersheriff's pay to be substantially higher than the Sheriff's pay, which creates a problem from a compaction standpoint.

In trying to resolve this issue through researching the 10-county comparison and develop a process to move forward, a few issues were discovered making a simple fix somewhat difficult. This was exacerbated by the Plumas County Employee's Association receiving a 20% pay increase in July of 2023 resulting in over ten subordinates being financially compensated higher than the Undersheriff. The issues noted are:

- 1) The 10-county comparison pay increase for department heads is not compatible to the same pay increases provided to elected officials potentially causing wage disparity for some elected positions. This causes discrepancies in the county pay scale with job classifications.
- 2) Having an elected position's pay to low artificially caps all subordinates' wages eventually causing a compaction issue when subordinates receive raises. This is caused by elected officials only having 5 longevity increases compared to 4 step increases and 5 longevity increases for subordinates.
- 3) Having three varying pay scales within one department is not viable. Currently:
 - a. Sheriff: Elected and wage set by BOS and pay only increases with CPI
 - b. Elected officials only have 5 step increases which causes artificial wage cap for subordinates
 - c. Undersheriff: Contracted wage set by contract and tied to Department Heads
 - d. Department Staff: Wage set by county and increases tied to Assoc. contract.
- 4) Not using the same mechanism to increase pay within a department will continue to cause compaction within the departmental pay scale.

The discrepancy in the Undersheriff's pay needs addressed quickly and properly.

Option 1:

Follow the 10-County comparison provided by the Human Resources Director to show consistency of pay within our county as comparable to the ten like counties used in the survey. Step A at \$53.93 per hour and LS rate of \$83.66 per hour. This would probably require an additional 10 county comparison for the position of Sheriff for proper compensation.

Option 2: (Recommended)

Set the Undersheriff's wage to be comparable by position in the 10-county comparison matrix, but less than the initial 10-county comparison pay rate, (\$53.93 A-step) initially proposed. Start A-step rate at \$46.10 per hour through LS rate at \$75.05 per hour. This may also require Sheriff's pay scale to be adjusted slightly. The proposed A-step is 22% below the Sheriff's base pay and 15% above the Patrol Commander's base pay.

Moving forward, the Undersheriff's contract should have the any wage increase attached to the Plumas County Sheriff's Employee Association and not tied to the Department Heads. By doing this, there would not be any further compaction issues within the Sheriff's Office chain of command which has been prevalent over the past year or two.

I believe the wage proposed is a direct reflection of importance of paying a position properly in order to compensate the position for the work required. Factors to considered are:

- Number of staff supervised, 72 when fully staffed. Includes Patrol, Corrections, Communications and Clerical.
- Responsible for Sheriff's Budget, largest General Fund contribution.
- POST Requirements and law enforcement certifications.
- 24-callout on law enforcement emergency and hazardous calls for service.
- Responsible for split second life or death decisions.
- Not eligible to receive overtime, (subordinates able to receive overtime for same work provided).
- Promotional growth to entice future Undersheriff candidates.
- Consistent and comparable with other county departments. It also shows consistency with the 10-county comparison used for County Department Heads in the May 2022 "Updated Base Wage Increase."

If this wage increase is accepted by the County Board of Supervisors, it would need to be retroactive to May of 2022 to be consistent with the pay increases given to Plumas County Department Heads. The Undersheriff

and Sheriff made numerous attempts to get the wage disparity addressed over the past 18 months and the employee should not be penalized for the delay.

I thank you for your time and consideration with this matter.

Todd John,

Plumas County Sheriff/ Coroner

Action:

Fiscal Impact:

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: November 14, 2023

SUBJECT: Appoint Kelly Ann Bonnell and Interim Public Health Director to the First 5 Plumas County Children and Families Commission for the 2023-2025 2-year term, as recommended.

Recommendation:

Background and Discussion:

Action:

Fiscal Impact:

Attachments:

1. Item 6.A.1. BOS



Plumas County Children and Families Commission

DATE: October 17, 2023

TO: The Honorable Board of Supervisors

FROM: Pamela Becwar, First 5 Plumas, Executive Director

RE: **Board of Supervisors Consent Agenda Item:
Appointment of members to a two-year term on the First 5 Plumas
County Children & Families Commission**

RECOMMENDTION:

Appoint Dana Krinsky and Kelly Ann Bonnell to two-year membership terms (2023 - 2025) on the First 5 Plumas County Children & Families Commission.

BACKGROUND and DISCUSSION:

As the Board may recall, Proposition 10, the Children and Families First Act, was approved by California voters in 1998 to promote and improve the early development of children from prenatal to five years of age. In accordance with Plumas County Ordinance No. 98 908, all memberships on the First 5 Plumas County Children and Families Commission must be appointed by the Board of Supervisors. There is no direct financial impact but Commissioners do approve First 5 Plumas budget, contracts, and Commission membership.

At this time the Board of Supervisors is asked to accept the recommendation of First 5 Plumas and appoint Dana Krinsky and Kelly Ann Bonnell for membership on the Commission. The Commission's current Membership Matrix is attached for review, which the Board last updated on July 11, 2023.

Please contact me if you have any questions.

Thank you.

First 5 Plumas County Children and Families Commission

Membership Matrix (Revised 10/17/2023)

Name	Member Designation	Geographic Area	Representation	Diverse Populations	Term Expires	Office Title	Office Expires
James Wilson	At-Large	County-wide			6-2025		
¹ Dwight Ceresola	County BOS Representative	County-wide	LG: Local Government		3-2025		
Kendrah Fredricksen	At-Large	Quincy			5-2025	Vice Chair	5-2025
VACANT							
¹ Dana Krinsky	Interim County Health Dept. Director	County-wide	H: Healthy Children	Low-income Children & Families	10-2025		
Rachelle Hines	At-Large	Quincy	Parents	Children with Sp. Needs and Disabilities	5-2025	Chair	5-2025
Kelly Ann Bonnell	At-Large ECE	County-wide	Early Childhood Education		10-2025		
Brenda Poteete	At-Large ECE	County-wide	Early Childhood Education	Low-income children and families	5-2024	Treasurer	5-2025
¹ Neal Caiazzo	Social Services County Director	County-wide	SF: Strong Families	Child and Families at-risk	5-2025		

¹Members mandated by Proposition 10 Legislation

H: Healthy Children
ECE: Early Childhood Education
LG: Local Government
SF: Strong Families

Note: Commissioners serve two-year terms and may be appointed to unlimited subsequent terms



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TO: The Honorable Board of Supervisors

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