



BOARD OF SUPERVISORS

Michael Sanchez, Vice Chair 1st District

Kevin Goss, 2nd District

Sharon Thrall, 3rd District

Lori Simpson, 4th District

Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF JUNE 19, 2018 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

AGENDA

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

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

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

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

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



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

STANDING ORDERS

10:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) SHERIFF

- 1) Approve and authorize the Chair to sign service agreement between County of Plumas and A&P Helicopters, Inc., not to exceed \$50,000, for Sheriff's law enforcement needs; approved as to form by County Counsel
- 2) Adopt **RESOLUTION** authorizing the Sheriff to undertake a certain project designated "Medi-Cal County Inmate Program" for FY 2018-2019 to be administered by the State of California, Department of Health Care Services

B) BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign contract between County of Plumas and Sierra Vista, not to exceed \$50,000, to provide recovery services for individual and special treatment programs; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Vista Pacific, not to exceed \$125,000, to provide recovery services for individual and special treatment programs; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract between County of Plumas and Crestwood Behavioral Health, not to exceed \$160,000, to provide recovery services for individual and special treatment programs; approved as to form by County Counsel
- 4) Approve FY 2018-2019 Memorandum of Understanding between County of Plumas and California Health and Wellness Plan for coordination of services; approved as to form by County Counsel
- 5) Approve and authorize the Chair to sign California Department of Health Care Services performance contract for FY 2018-2019; approved as to form by County Counsel

C) SOCIAL SERVICES

- 1) Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Office Assistant I/II position
- 2) Ratify contract to continue designated activities associated with the Child Welfare Services Outcome Improvement Project; and authorize the Department of Social Services to extend the agreement for an additional period not to exceed twelve calendar months; approved as to form by County Counsel

D) AGRICULTURE/WEIGHTS & MEASURES

Approve and authorize the Agricultural Commissioner to sign USDA/RAC Grant of \$35,605 for noxious weed control; approved as to form by County Counsel

E) FACILITY SERVICES

- 1) Approve and authorize the Chair to sign contract Amendment No. 1 between County of Plumas and Top Mop Janitorial, not to exceed \$17,280 (two-year contract), for janitorial services at Portola Library and Portola Substation; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract Amendment No. 1 between County of Plumas and Top Mop Janitorial, not to exceed \$29,880 (two-year contract), for janitorial services at Quincy Memorial Hall; approved as to form by County Counsel

F) ENVIRONMENTAL HEALTH

Approve and authorize the Director of Environmental Health to sign amendment to agreement for Unified Program Services between Plumas and Sierra Counties for FY 2018-2019; approved as to form by County Counsel

G) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign a Modification of Agreement with Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency, extending the term through fiscal year 2018-2019, approved as to form by County Counsel.
- 2) Approve and authorize the Chair to sign Agreement Number HPP1819NORCAL with Northern California Emergency Medical Services (Nor-Cal EMS) to perform the Local Emergency Medical Services Agency (LEMSA) Coordinator requirements and duties related to Emergency Preparedness Program for FY 2018-2019, approved as to form by County Counsel.
- 3) Approve a Memorandum of Understanding (PCIRC1820MAT) with Plumas Crisis Intervention & Resource Center in order for PCPHA to provide medication assisted treatment to Plumas County residents and authorize the Public Health Director to sign as the Board's designee, approved as to form by County Counsel.

H) PUBLIC WORKS

Solid Waste Division

- 1) Approve and authorize the Chair to sign professional services contract, not to exceed \$254,675, between County of Plumas and Vestra Resources, Inc. to perform groundwater and surface water compliance actions, monitoring, sampling, analysis and reporting for the Chester Landfill and Gopher Hill Landfill; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign professional services contract, not to exceed \$18,315, between County of Plumas and Vestra Resources, Inc. to perform storm water compliance actions, sampling and reporting for Chester Landfill; approved as to form by County Counsel

2. BOARD OF SUPERVISORS

- A. Presentation of *Resolution of Appreciation and Recognition* for Melinda Rother to acknowledge her 20 years of dedicated service to the citizens of Plumas County
- B. Recognition of Attorney Robert Zernich for 32 years of service to the people of Plumas County as Public Defender

3. RURAL TO RURAL

Presentation of recent trip to Uganda

4. DEPARTMENTAL MATTERS

A) **SOCIAL SERVICES** – Elliott Smart

Adopt **RESOLUTION** to amend the Plumas County Position Allocation for Social Services Department 70590 (adding 1.0 FTE Senior Social Worker, Range B); and authorize the department to recruit and fill the position

B) **PLANNING** – Randy Wilson

Adopt **ORDINANCE**, first introduced on June 12, 2018, Rezoning Certain Real Property Consistent with General Plan Amendment Enacted by Resolution 2006-7249; GPA 8-04/05-08; Summer 2005 General Plan Amendment; Gould Swamp; APN 001-440-008-000; T28N/R7E/Section 3, MDM. **Roll call vote**

C) **PLUMAS-SIERRA COUNTY FAIR** – John Steffanic

Approve supplemental budget of \$13,579 for receipt of unanticipated revenue from FEMA for storm damages at the fairgrounds; **four/fifths required roll call vote**

D) **SHERIFF** – Greg Hagwood

- 1) Consider request of the Sheriff to have Human Resources begin the process to reclassify four positions in the Sheriff's Office to include cannabis code enforcement duties (1.0 FTE Investigations Sergeant; 1.0 FTE Investigator; 1.0 FTE Sheriff Services Assistant II/Evidence Clerk; and 1.0 FTE Training/Policy Deputy); and increase the Plumas County position allocation by 1.0 FTE Sheriff Services Assistant/Cannabis Code Compliance position for FY 2018-2019; discussion and possible action
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Joseph Schad D.O., not to exceed \$162,000, to provide medical services to jail inmates; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract between County of Plumas and May Nursing Services, not to exceed \$350,000, to provide medical services to jail inmates; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign contract between County of Plumas and Northfork Family Medicine, not to exceed \$54,000, to provide medical services to jail inmates; approved as to form by County Counsel

5. BOARD OF SUPERVISORS

- A. Report and update by Susan Scarlett, Budget Consultant on the FY 2018-2019 Budget preparation/process; discussion, possible action and/or direction
- B. Adopt **RESOLUTION** adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2018-2019, in Accordance with Government Code §29064.
Roll call vote
- C. Law Library
 - 1) Approve and authorize the Chair to sign Memorandum of Understanding between County of Plumas and Plumas County Law Library Board of Trustees for use of Historic Law Office at 514 Jackson Street, Quincy, CA; discussion and possible action
 - 2) Approve and authorize the Chair to sign Lease between County of Plumas and Plumas County Museum Association for use of Historic Law Office at 514 Jackson Street, Quincy, CA
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- F. Appointments

BEHAVIORAL HEALTH COMMISSION

Appoint Valerie Sheldon to the Behavioral Health Commission as recommended

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- 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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

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



Office of the Sheriff

Office of Emergency Services

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

1A1

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: June 7, 2018

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of June 19, 2018

RECOMMENDATION:

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$50,000.00.

BACKGROUND & DISCUSSION:

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

This agreement has been approved by County Counsel. It is now being submitted for Board approval as per County policy.

PCSO 00001

Services Agreement

This Agreement is made this 1st day of June, 2018, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and A & P Helicopters, Inc., a Contractor, 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 (\$50,000.00).
3. Term. The term of this agreement shall be from the date signed through December 31, 2018, 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 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 insured. 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 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insured. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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 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.

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:

Plumas County Sheriff's Office
County of Plumas
1400 E. Main St.
Quincy, CA, 95971
Attention: Steve W Peay/Investigations Sergeant

Contractor:

A & P Helicopters, Inc.
P.O. Box 245
Richvale, CA, 95974
Attention: Vickie Compton

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. Retention of Records. 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.

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

CONTRACTOR:

A & P Helicopters, Inc.

COUNTY:

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

By: _____
Name: Craig Compton
Title: President

By: _____
Name: Jeff Engel
Title: Chair, Board of Supervisors

By: _____
Name: Vickie Compton
Title: Vice President

Approved as to form:

 Jeff Engel 5/31/18
Plumas County Counsel

EXHIBIT A

Scope of Work

Contractor agrees to provide the county under the Terms of this Agreement, on as needed basis and providing contractor staff to be determined upon the availability of aircraft and requested date. An appropriately licensed helicopter and pilot for the services requested; Marijuana recon, external and internal removal of personnel, Stabo transportation for certified employees, equipment and contraband removal, and ground support personnel (if needed) for the services task requested by the county. Pickup and drop off locations to be determined by S.O. employees. Helicopters to be requested for this agreement shall be McDonnell Douglas Hughes 500D and Bell 206 B-III Jet Ranger.

Exhibit B

Fee Schedule

Contractor shall submit invoices to the county which will include number, task time, location, name of person that ordered service, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

Recon \$900 per flight hour, Aircraft, Bell 206BIII and Hughes 500D

Short Haul \$1050 per flight hour

Fuel truck \$400 per day if requested

\$200 per person overnight if requested



Office of the Sheriff

Office of Emergency Services

IAZ

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: **June 11th, 2018**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Greg Hagwood**

RE: **Agenda Item for the meeting of June 19th, 2018**

It is recommended that the Board:

Adopt Resolution and authorize the Sheriff's Office participate in the 2018-2019 California Department of Health Care Services, Medi-Cal Inmate Program also known as MCIP.

Background and Discussion:

The purpose of this agreement is to set forth the terms a county must abide by in order to participate in the MCIP agreement. The agreement allows the county to bill Medi-cal on medical services after an inmate has been hospitalized after the first 24-hours. Our current rated fees for the program are under \$100.00 per year.

A copy of the agreement is on file with the Clerk Of The Board.

Resolution and contract have been reviewed by County Counsel.

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION # _____

WHEREAS, THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "MEDI-CAL COUNTY INMATE PROGRAM" FOR FY 2018-2019, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES.

NOW, THEREFORE, BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS OR HIS DESIGNEE, IS AUTHORIZED TO SIGN AND SUBMIT THE COUNTY PARTICIPATION FORM: FISCAL YEAR 2018-2019 ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT. ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

IT IS AGREED, THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON _____, 2018 BY THE FOLLOWING VOTE;

AYES:

NOES:

ABSENT:

CHAIR SIGNATURE: _____ **DATE**: _____

TYPED NAME AND TITLE: _____ Jeff Engel, Chair

ATTEST; SIGNATURE: _____ **DATE**: _____

TYPED NAME AND TITLE: _____ Nancy DaForno, Clerk

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, #109 Quincy, CA 95971
PH (530) 283-6307 FAX (530) 283-6045

Sharon Sousa, Acting Director



Date: June 6, 2018

To: The Honorable Board of Supervisors

From: Sharon Sousa, Acting Director *SS*

SUBJECT: Agenda Item for June 12, 2018, Board Meeting

RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND SIERRA VISTA

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY 2018-2019 contract for Sierra Vista \$50,000.00 which has been approved to form by County Counsel.

BACKGROUND AND DISCUSSION: Provide Recovery Services for individual and special treatment programs.

FINANCIAL IMPACT: There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, #109 Quincy, CA 95971
PH (530) 283-6307 FAX (530) 283-6045

Sharon Sousa, Acting Director



Date: June 6, 2018

To: The Honorable Board of Supervisors

From: Sharon Sousa, Acting Director 

SUBJECT: Agenda Item for June 12, 2018, Board Meeting

RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND VISTA PACIFIC

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY 2018-2019 contract for Vista Pacific \$125,000.00 which has been approved to form by County Counsel.

BACKGROUND AND DISCUSSION: Provide Recovery Services for individual and special treatment programs.

FINANCIAL IMPACT: There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.



Date: June 6, 2018

To: The Honorable Board of Supervisors

From: Sharon Sousa, Acting Director 

SUBJECT: Agenda Item for June 12, 2018, Board Meeting

RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN MENTAL HEALTH AND CRESTWOOD BEHAVIORAL HEALTH

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve and execute the FY 2018-2019 contract for Crestwood Behavioral Health \$160,000.00 which has been approved to form by County Counsel.

BACKGROUND AND DISCUSSION: Provide Recovery Services for individual and special treatment programs.

FINANCIAL IMPACT: There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

1B4



Date: June 6, 2018

To: The Honorable Board of Supervisors

From: Sharon Sousa, Acting Director *(Signature)*

SUBJECT: Agenda Item for June 12, 2018, Board Meeting

RE: APPROVE AND AUTHORIZE THE MOU FOR COORDINATION OF SERVICES BETWEEN CALIFORNIA HEALTH AND WELLNESS PLAN.

IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS: Approve the MOU for coordination of services between California Health and Wellness Plan and County of Plumas for FY 18-2019.

BACKGROUND AND DISCUSSION: MOU w/County of Plumas and California Health and Wellness Plan (CHWP) RE Title 9 of the California code of regulations.

FINANCIAL IMPACT: There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, Ste 109, Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045



DATE: June 8, 2018

TO: Honorable Board of Supervisors

FROM: Behavioral Health *[Signature]*

SUBJECT: Approve and authorize a Standard Agreement with the California Department of Health Care Services performance contract providing Community Mental Health Services.

Recommendation

It is respectfully requested that the Board of Supervisors approve and authorize the signing of the Agreement with the California Department of Health Care Services(DHCS) for the fiscal year beginning July 1, 2018 and ending June 30, 2019. This annual agreement is the Performance Contract between Plumas County and DHCS for the provision of community mental health services.

Background and Discussion

(1) The California Department of Health Care Services (DHCS) oversees county provision of community mental health services provided with realignment funds. The County must meet certain conditions and requirements to receive funding for these programs and community mental health services. This annual Agreement, which is the County's performance contract, as required by Welfare and Institutions Code sections 5650(a), 5651, 5666, 5897, and Title 9, California Code of Regulations Title 9, section 3310, sets forth conditions and requirements that the County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan contracts.

No county general funds are used for any of the above programs and staffing. County Counsel has reviewed and approved all above agreements.



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9126

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: JUNE 7, 2018

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 19, 2018, CONSENT AGENDA

RE: AUTHORIZATON TO FILL A VACANT OFFICE ASSISTANT I/II
POSITION

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill one vacant 1.00 FTE Office Assistant I/II position as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a vacancy in the Office Assistant (OA) I/II class. The position became vacant effective April 2, 2018. This OA position performs application screening for applications for assistance, clerical reception, finger imaging and telephone reception for the Department. The work is critical to effectively serving the public and to meeting our requirement to screen applications for emergencies.

The Department requests the authority to fill the position as soon as administratively feasible.

Financial Impact

This is a budgeted and funded position. There is no impact to the General Fund as funding comes from federal, state and 1991 Realignment sources.

Copies: DSS Management Staff

Enclosures



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: JUNE 6, 2018

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR JUNE 19, 2018, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO RATIFY A CONTRACT TO
CONTINUE DESIGNATED ACTIVITIES ASSOCIATED WITH THE CHILD
WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT (CWSOIP)

It is Recommended that the Board of Supervisors:

1. Ratify the enclosed contract for the Nurturing Parent Program, Parenting Classes, operated through Plumas Rural Services and authorize the Social Services Director to sign the contract as the Board's designee.
2. Authorize the Department of Social Services to extend the agreement for an additional period not to exceed twelve calendar months, subject to the continuing availability of State General Fund support for this program and an agreement regarding the scope of work to be performed and compensation available under an extended agreement.

Background and Discussion

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the twelve years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans including community-based projects. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system. The project that is before your Board is an initiative through Plumas Rural Services that directs activities toward strengthening families through a set of Nurturing Parent classes designed to promote parent strengths and intended to keep families out of the Child Welfare System. This is the second of two such contracts with PRS.

Contract approval for this service has been delayed due to administrative issues including the approval of budgets and the approval of a continuing SWOIP that is the guiding plan for system improvement initiatives.

The Department requests that the Board ratify the contract with PRS which continues the Department's investment in the Differential Response and CWSOIP initiatives through the Nurturing Parent program.

Financial Impact

The contract total is for \$15,000. Funds for this agreement are available from the Department of Social Services 2011 Public Safety Realignment block grant for Child Welfare Services. There is an approved appropriation in the 2017-2018 County Budget for these services.

Other Agency Involvement

The enclosed agreement has been approved by County Counsel.

Copies: PCDSS Management Staff (memo only)

Enclosures: Proposed Contract with PRS

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 Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

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 amount of \$15,000.00 (FIFTEEN THOUSAND DOLLARS), as set forth in Exhibit B, attached hereto.
3. Term. The term of this Agreement commences July 1, 2017 and shall remain in effect through June 30, 2018, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Rural Services from July 1, 2017 to 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. Extension. This Agreement may be extended for two additional periods of time not to exceed twelve calendar months per period for a total of three years subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
6. 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.
7. 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.

8. 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.
9. 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, 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.
10. 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 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.

11. 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.

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

financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Dept. of Social Services
Attention: Elliott Smart, Director
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.
Michele Piller, Executive Director
586 Jackson Street
Quincy, CA 95971

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

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

25. Retention of Records. 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. **NOTE: Only for contracts in excess of \$10,000.]**

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

CONTRACTOR:

Plumas Rural Services, Inc., a California Corporation

COUNTY:

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

By: _____
Name: Michele Piller
Title: Executive Director
Date signed:

By: _____
Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:

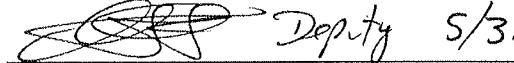
 Deputy 5/31/18
Plumas County Counsel

EXHIBIT A**Scope of Work for Nurturing Parenting Classes 2017-2018**

PRS will provide the Nurturing Parenting 8-week parent education classes countywide to promote development of positive parenting skills.

To these ends, PRS will implement the following activities:

- Using the Nurturing Parenting evidence-based curriculum, provide 8-week parenting classes 8 times per year (2 each in Chester, Greenville, Quincy and Portola).
- Host community professionals at parenting classes to provide caregivers with information related to critical skills and community resources.
- Pre & post tests included with the curriculum will be used to evaluate the program.
- A post-workshop survey will be administered to attendees in order to evaluate the success of the workshop instruction.
- Enroll members from Plumas County families with children under the age of 18 in Nurturing Parenting Classes.
- Survey caregiver members annually to gauge their awareness of child care and other support services available, their utilization of services, and whether Nurturing Parenting Classes participation has helped them strengthen the 5 Protective Factors.

Deliverables:

Quarterly data will include:

- # of caregivers who attend 8-week parenting classes
- % of caregivers who feel parenting classes have helped to strengthen their support network
- % of caregivers who feel parenting classes have helped to reduce stressors in the home
- # of Nurturing Parenting Classes members receiving support services
- # of hours exchanged by Nurturing Parenting Classes members providing and/or receiving family support services
- % of caregivers who feel Nurturing Parenting Classes helps to reduce stressors in the home
- % of caregivers who feel Nurturing Parenting Classes has helped to strengthen their support network
- Annual Presentation to Plumas Children's Council
- Additional information, if required by the Office of Child Abuse Prevention

EXHIBIT B

PRS Budget 2017-2018

<u>Nurturing Parenting Classes:</u>	<u>\$15,000.00</u>
Total:	\$15,000.00



Tim W. Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Plumas-Sierra Counties

Department of Agriculture



Agriculture Commissioner Sealer of Weights and Measures

208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

1D

Date: June 8, 2018

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures

RE: USDA/Sierra County Resource Advisory Committee (RAC) Grant

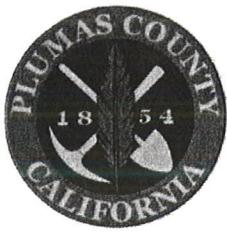
A handwritten signature of Tim Gibson.

Recommendation:

Approve and authorize Tim Gibson, Plumas-Sierra County Agricultural Commissioner to sign USDA/RAC grant in the amount of \$35,605.

Background and Discussion:

The goals and objectives of this project are to continue control and eradication efforts on noxious weeds throughout Sierra County. Targeted sites are on State and private lands in the Sierra and Long Valleys area, and roadside on State and County roads throughout Sierra County. Plumas-Sierra Counties Department of Agriculture has been controlling and eradicating noxious weed infestations on Sierra County State and County roadways for decades using an assortment of State and Federal grants. Approved as to form by County Counsel.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

LEI

Kevin Correira
Director

Board Meeting: June 19, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: **Authorize board chair to sign annual contract amendment #1 between the County and Top Mop Janitorial in the amount not to exceed \$17,280 as amended (\$8,640 per year) for regular custodial duties at the Portola Library and the Portola Substation**

Background

This is an annual services agreement contract amendment between the County Facility Services and Top Mop Janitorial to provide regular scheduled custodial duties at the Portola Library and the Portola Substation, not to exceed \$17,280 as amended (\$8,640 per year). The period of this contract amendment #1 will be from October 1st 2017 to September 30th 2019.

Recommendation

Approve Board Chair authorization to sign contract amendment for Top Mop Janitorial for regular scheduled custodial duties .



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

152

Kevin Correira
Director

Board Meeting: June 19, 2018

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Authorize board chair to sign annual contract addendum #2 between the County and Top Mop Janitorial in the amount not to exceed \$29,880 as amended (\$9,960 per year) for regular custodial duties at the Quincy Memorial Hall

Background

This is an annual services agreement contract amendment between the County Facility Services and Top Mop Janitorial to provide regular scheduled custodial duties at the Quincy Memorial Hall, not to exceed \$29,880 as amended (\$9,960 per year).

The period of this contract addendum #2 will be from July 1st 2018 to June 30th 2019.

Recommendation

Approve Board Chair authorization to sign contract amendment for Top Mop Janitorial for regular scheduled custodial duties.



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

IF

Date: June 11, 2018

To: Honorable Board of Supervisors

From: Jerry Sipe

Agenda: Consent Agenda Item for June 19, 2018

Recommendation: Approve Amendment Number 2018-045 to Agreement for Unified Program Services between Plumas and Sierra Counties for Fiscal Year 2018-19 and authorize the Environmental Health Director to sign as the Board's designee

Background and Discussion: Sierra County has a long-standing agreement with Plumas for Environmental Health to provide Unified Hazardous Materials Program services to Sierra. As Sierra is beginning to hire staff to complete this work in-house, Sierra wants to revise the contract with Plumas to narrow the scope of services and also limit the total contract amount.

Accordingly, amendment 2018-045 specifies that Plumas will continue providing services in the underground storage tank element of the Unified Program, as well as providing consultation, assistance, training, and other program services as requested. The total agreement amount will not exceed \$10,147.50 in FY 2018-19.

The attached amendment has been executed by Sierra County, and has been reviewed and approved as to form by Plumas County Counsel. At this time, the Board is asked to approve amendment 2018-045 for Unified Program Services between Plumas and Sierra Counties for Fiscal Year 2018-19 and authorize the Environmental Health Director to sign as the Board's designee.

If you have any questions, please contact me at 283-6367.

Thank you.

enclosure

AMENDMENT
To
AGREEMENT FOR
PROFESSIONAL SERVICES

The following is an amendment to that certain Agreement No. 2005-153 ("Agreement"), Amendment 2008-125 and Amendment 2011-062 with an effective date of July 1, 2018, by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY") and the County of Plumas ("the CONTRACTOR").

1. ARTICLE IV. TERM LIMITATION The Agreement is hereby amended to read:
C. The total amount to be paid by SIERRA to PLUMAS for Unified Program services pursuant to this Agreement shall not exceed \$10,147.50. PLUMAS will bill SIERRA quarterly with a detailed itemized invoice for services provided and payment will be made by SIERRA within thirty days of receipt and approval of invoice.
2. SCOPE OF WORK The Agreement is hereby amended to read:
Plumas shall work in conjunction with Sierra to ensure that the underground storage tank element of the unified program within the jurisdiction of Sierra is administered according to California Health and Safety Code, Division 20, Chapter 6.7, and the California Code of Regulations Title 23 Division 3, Chapters 16 and 18. Plumas shall provide the staff person and technical expertise as necessary to implement Sierra's underground storage tank program as approved by Cal EPA. Sierra is responsible for providing the additional clerical and administrative support as required to maintain Sierra's certification as a CUPA.

Specifically Plumas, in cooperation with Sierra, shall inspect underground storage tanks and facilities to verify compliance with the state and local minimum standards for the protection of public health and the environment. Plumas shall perform these inspections and investigations and forward the required documents to the operator, owner or Cal EPA to ensure compliance with the appropriate regulation or statute. Plumas shall complete all necessary data reporting, data management, enforcement, and associated underground storage tank program activities. In addition, Plumas may provide staffing for consultation, assistance, training, or other underground tank program services as requested by Sierra.

3. Attached FY 2018-2019 Budget for Sierra County Contract for CUPA Services
4. All other terms and conditions of the Agreement are to remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF SIERRA


SCOTT A. SCHLEFSTEIN
Chairman, Board of Supervisors

ATTEST:


HEATHER FOSTER
Clerk of the Board

"CONTRACTOR"


DIRECTOR
Plumas County Environmental Health

APPROVED AS TO FORM:


DAVID PRENTICE
County Counsel

Approved as to form:


Gretchen Studer
Deputy Plumas County Counsel

6/16/18



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Plumas County Public Health Agency

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

Date: May 16, 2017

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for June 19, 2018

It is recommended that the Board of Supervisors: Approve and direct the Chair to sign a Modification of Agreement with Northern California Emergency Medical Services for the Counties Local Emergency Medical Services Agency, extending the term through fiscal year 2018-2019, approved by County Counsel.

History/Background: As the Board may recall, Plumas County has contracted with Northern California Emergency Medical Services, Inc., (Nor-Cal EMS) since 1991 as the county's designated Local Emergency Medical Services Agency. Nor-Cal EMS administers certain local medical emergency services pursuant to California Health & Safety Code Section 1797, et seq. In addition, Nor-Cal EMS works diligently to represent the northern rural counties interests in statewide issues.

If Plumas County were to administer and implement its own Local Emergency Medical Services Authority, the cost to the General Fund for Plumas County to provide these services would be estimated at \$100,000.00 or more. Therefore it is recommended that the Board approve the Modification of Agreement for Local Emergency Medical Services with Northern California EMS, Inc., a copy of which on file with the Clerk of the Board for your review.

The term of the agreement is from July 1, 2018 through June 30, 2019 and it is in the amount of \$11,225.40. Funds for this agreement are budgeted in the General Fund in Department 20031, Contributions – line item 53363 (contributions Medical service).

Please contact me should you need additional information. Thank You.



Plumas County Public Health Agency

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Andrew Woodruff, MPH, Director

Mark Satterfield, M.D, Health Officer

270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

Date: May 29, 2018

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for June 19, 2018

It is recommended that the Board of Supervisors: Approve and direct the Chair to sign Agreement Number HPP1819NORCAL with Northern California Emergency Medical Services (Nor-Cal EMS) to perform the Local Emergency Medical Services Agency (LEMSA) Coordinator requirements and duties related to Emergency Preparedness Program for FY 2018-2019, approved by County Counsel.

History: As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program. Often, in an effort to work effectively and efficiently Public Health contracts with providers to extend programs and/or provide services for various programs.

Plumas County has contracted with Northern California Emergency Medical Services, Inc., (Nor-Cal EMS) for over 25 years as the county's designated LEMSA. Nor-Cal EMS administers local medical emergency services pursuant to California Health & Safety Code Section 1797, et seq., and represents the northern rural counties' interests in statewide Emergency Medical Services issues.

There will be no financial impact on the County General Fund, as this agreement is fully funded by the Emergency Preparedness Program through Public Health.

Please contact me if you have questions, or need additional information. Thank you.



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Plumas County Public Health Agency

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

Date: April 16, 2018

To: Honorable Board of Supervisors

From: Andrew Woodruff

Item: Consent Item for June 19, 2018

It is recommendation that the Board of Supervisors: Approve a Memorandum of Understanding (PCIRC1820MAT) with Plumas Crisis Intervention & Resource Center in order for PCPHA to provide medication assisted treatment to Plumas County residents and authorize the Public Health Director to sign as the Board's designee, approved by County Counsel.

History: As the Board may recall, On August 15, 2017 it was approved for the District Attorney's Office to submit a proposal and accept Proposition 47 funding. A requirement of the grant was that a minimum of 50 percent of the funding go to a community based organization for disbursement. Plumas Crisis Intervention & Resource Center was picked as the Lead Agency and will subcontract with PCPHA to provide services for the Prop 47 program participants.

The purpose of this program is to provide medication assisted treatment (MAT) for Plumas County residents with opioid use disorder at risk of returning to jail. The goals of these services are to ensure provision of harm reduction services, including MAT, overdose prevention education, HIV/HepC screening and treatment referral in order to improve the overall stability and health status of program participants.

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

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. Director of Public Works

111

CONSENT AGENDA REQUEST

For the June 19, 2018 meeting of the Plumas County Board of Supervisors

June 11, 2018

John M. Martin
ASST. DIRECTOR

To: Honorable Board of Supervisors

From: *RP* Robert Perreault, Director of Public Works

Subject: Approve a professional services contract with Vestra Resources, Inc., to perform groundwater and surface water compliance actions, monitoring, sampling, analysis and reporting for the Chester Landfill and Gopher Hill Landfill.

Background:

Vestra Resources, Inc., performs groundwater and surface water compliance actions, monitoring, sampling, analysis and reporting at the Chester Landfill and Gopher Hill Landfill for the Department of Public Works – Solid Waste Division on matters regulated by the California Regional Water Quality Control Board. Vestra Resources Inc. is currently under two separate contracts with the Department of Public Works to perform these services through June 30, 2018.

The new Professional Services Agreement that combines the groundwater and surface water compliance tasks of the expiring two separate professional service agreements will allow for continued performance of groundwater and surface water compliance actions, monitoring, sampling, analysis and reporting at both the Chester Landfill and Gopher Hill Landfill in accordance with state requirements. Consultant's compensation shall in no case exceed One Hundred and Thirteen Thousand, Five Hundred and Twenty-Five Dollars and no cents (\$113,525.00) for the Chester Landfill and One Hundred and Forty-One Thousand, One Hundred and Fifty Dollars and no cents (\$141,150.00) for the Gopher Hill Landfill. The estimated cost for a new 2018-2021 single contract is not to exceed Two Hundred and Fifty-Four Thousand, Six Hundred and Seventy-Five Dollars and no cents (\$254,675.00) to perform required tasks through the expiration date of June 30, 2021.

The Department Fiscal Officer has reviewed the proposed contract expenditures and has found that the FY 18/19 proposed budget for Solid Waste has adequate revenues and sufficient monthly cash flow to implement the contract.

The attached Professional Services Agreement has been reviewed and approved as to form by County Counsel.

Recommendations:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Professional Services Agreement with Vestra Resources, Inc., to perform groundwater and surface water compliance actions, monitoring, sampling, analysis and reporting for the Chester Landfill and Gopher Hill Landfill.

Attachment: Proposed Professional Services Agreement for Professional and Monitoring Support Services for the Plumas County Solid Waste Program

**PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL AND MONITORING SUPPORT SERVICES
FOR THE PLUMAS COUNTY SOLID WASTE PROGRAM**

THIS AGREEMENT is made and entered into this _____ day of July, 2018 ("Effective Date"), by and between **COUNTY OF PLUMAS**, a political subdivision of the State of California ("County"), and **VESTRA RESOURCES, INC.**, a California corporation ("Consultant").

W I T N E S S E T H:

- A. WHEREAS, County proposes to have Consultant provide professional and monitoring support for County's Solid Waste Program for Plumas County's two solid waste landfills, Chester Landfill and Gopher Hill Landfill, as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, County and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

- 1.1. **Scope of Services.** Consultant shall provide the professional compliance support services described in the Scope of Work for each landfill, attached hereto as Exhibit "A" – Task 1-2018-2021 and incorporated herein by reference.
- 1.2. **Professional Practices.** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. **Warranty.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.4. **Non-discrimination.** In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. **Non-Exclusive Agreement.** Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. **Delegation and Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. **Compensation.** Consultant shall be paid in accordance with the cost estimate set forth in Consultant shall be paid in accordance with the cost estimate set forth in Exhibit "B," – Task 1-2018-2021 attached hereto and made a part of this Agreement (the "Fee Schedule"), and rate schedule set forth in Exhibit "C," – Task 1-2018 attached hereto and made a part of this Agreement (the "Rate Schedule"). Consultant's compensation shall in no case exceed One Hundred and Thirteen Thousand, Five Hundred and Twenty-Five Dollars and no cents (\$113,525.00) for the Chester Landfill and One Hundred and Forty-One Thousand, One Hundred and Fifty Dollars and no cents (\$141,150.00) for the Gopher Hill Landfill, for a total compensation of Two Hundred and Fifty-Four Thousand, Six Hundred and Seventy-Five Dollars and no cents (\$254,675.00) until the termination date written in Section 4.1 of this Agreement.

2.1.1 **Rate Schedule.** Consultant rate schedules are typically based on an annual basis. Accordingly, the Director of Public Works is authorized to approve a revised rate of schedule each calendar year.

2.2 **Contingency of Funding.** Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the County's Solid Waste Surcharge Program. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

2.3. **Additional Services.** Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such

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additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D" for each landfill attached hereto and incorporated herein by this reference. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on July 1, 2018 and continue for a period of time, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

VESTRA may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, VESTRA shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without

cause. Unless VESTRA is responsible for early termination, Client agrees to release VESTRA from all

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liability for services performed.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. Consultant and County agree to the following with respects to insurance provided by Consultant:

- (a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.
Consultant agrees to require insurers to provide notice to County thirty (30) days

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prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

- (b) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (c) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (d) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss, Consultant waives its right to subrogation against the County.

5.3. Certificates of Insurance. Consultant shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Consultant
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in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Wendy Johnston, P.E., Vice President
Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA 95002

Tel: (530) 223-2585
Fax: (530) 223-1145

IF TO COUNTY:

Robert A. Perreault, Jr., P.E., Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Tel: (530) 283-6268
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

6.5. Drug Free Workplace. Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the furthest extent permitted by law (including
County Initials _____ Contractor Initials _____)

without limitation California Civil Code Sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, and indemnify, and hold harmless the County of Plumas, and all of its officers, directors, representatives, attorneys, agent's employees and agents, including but not limited to the County Board of Supervisors, County consultants, Project Manager and all other County Representatives (singularly and collectively referred to as "County Party" or "County Parties") from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Scope of Work, failure to perform the Scope of Work, or condition of the Scope of Work which is caused in whole or part by any act, omission or negligence of Contractor, subcontractors (of any tier), designers, suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused by the concurrent negligent act or omission, whether active or passive, of County Parties. Provided, however, that the indemnification in this Agreement shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one County Party was caused solely by the negligence or willful misconduct of that County Party. In that event, however, this indemnification shall remain valid for all other County Parties.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California

Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will

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endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or

event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.26. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Amendment, insufficient funds are appropriated to make the payments called for by this Amendment and/or the original Agreement, the Agreement shall be of no further force or effect. County shall notify VESTRA within 10 days of the County's determination/decision of reduced appropriation or non-appropriation of funds for this project. In this event, the County shall have no liability to pay any further funds whatsoever to Vestra or furnish any other consideration under the Agreement and Vestra shall not be obligated to perform any further services under the 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 the Agreement with no further liability incurring to the County, or offer an amendment to Vestra 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. Vestra acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute. Consultant will be compensated for work performed prior to the date of termination.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

FOR VESTRA RESOURCES, INC.

Wendy Johnston, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____

Taxpayer ID Number: 68-0150306

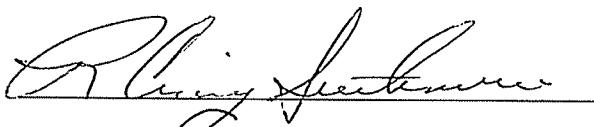
FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

Robert A. Perreault, Jr., P.E.
Director of Public Works

Date: _____

APPROVED AS TO FORM:



R. Craig Settemire

County Counsel

Date: 6/6/2018

CONCURRENCE:

Jeff Engel,
Chair, Plumas County Board of Supervisors

Date: _____

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EXHIBIT A

SCOPE OF WORK

This Scope of Work shall include professional and monitoring support services for the Chester and Gopher Hill Landfills per the attached Scope of Work:

(See attached Scopes of Work for Tasks -2018-2021)

Exhibit "A"

SCOPE OF WORK

PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL

2018-2021

SCOPE OF WORK

Task 1 Groundwater Sampling and Analysis

Groundwater and field parameter samples will be collected in accordance with Waste Discharge Requirements (WDR) Order No. 05-01-175 and the approved Sampling and Analysis Plan (SAP) and SAP Addendum, which require monitoring of wells in March, April, May, and August of each year. The monitoring results will be summarized in semi-annual and annual reports and submitted to the RWQCB. The current groundwater monitoring program to be followed for sampling and analysis at the Chester Landfill is summarized in Table 1.

Table 1 GROUNDWATER MONITORING PROGRAM CHESTER LANDFILL				
Parameter	Units	Method	Frequency	
Field Parameters				
Water Level	0.01 ft	Field	March, April, May, and August	
Temperature	degrees C			
Specific Conductance	umhos/cm			
pH	pH units			
Turbidity	turbidity units			
Monitoring Parameters				
Total Dissolved Solids	mg/L	SM 2540 C	March, April, May, and August	
Chloride		EPA 300		
Carbonate		SM 2320 B		
Bicarbonate		SM 2320 C		
Nitrate		SM 45000 NO3F		
Sulfate		EPA 300		
Calcium		EPA 200.7/3010		
Magnesium		EPA 8260B		
Potassium		EPA 8260B		
Sodium		EPA 8260B		
Volatile Organic Compounds (VOCs)				
5-Year Constituents of Concern				
Total Organic Carbon	mg/L	SM 5310 C	Every 5 years in March or April	
Inorganics (Dissolved)		Various		
VOCs (Extended List)	ug/L	EPA 8260B		
Semi-volatile Organic Compounds (SVOCs)		EPA 8270		
Chlorophenoxy Herbicides		EPA 8151A		
Organophosphorous Compounds		EPA 8141A		

The samples will be submitted to North Coast Laboratory, a California-certified laboratory in Arcata, California. The data collected in the field will be evaluated in accordance with the specified WDRs.

If VOC constituents are detected in groundwater samples from the site, retesting will be conducted to verify the constituent detections. Resampling efforts will be completed within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the practical quantitation limit (PQL) in one or more wells or if two or more VOCs are detected above the method detection limit (MDL). It is assumed that, in addition to the four sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate provided in Exhibit "B."

Project management activities under this scope include fieldwork planning and coordination and quality assurance/ quality control. Deliverables include field notes and laboratory analytical reports.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with Waste Discharge Requirements (WDR) Order No. 05-01-175 under PWSW11-010. The WDRs require modified semi-annual sampling of onsite Monitoring Wells CL-1, CL-2, CL-4A, CL-5, CL-6, CL-7, and CL-8. The monitoring results are summarized in semi-annual and annual reports for submittal to the Regional Water Quality Control Board (RWQCB).

Data collected in the field will be evaluated in accordance with the specified WDRs. The results of each compliance period evaluation will be summarized in the semi-annual and annual monitoring reports.

Project management activities under this task include agency correspondence, coordination, and other professional support necessary to ensure compliance with WDR requirements.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report which will be submitted under separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional site inspections will be conducted following storm events. Storm event inspections are required within 7 days following a major storm event (greater than 1.5 inches/24 hours) to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by Plumas County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in semi-annual monitoring reports.

Task 4 5-Year Permit Review (Optional)

The Chester Landfill is due for its next 5-year review in 2020. For active landfills, this effort can be extensive including submittal of a revised Joint Technical Document (JTD) and updated financial assurance cost estimates. Because of the interim status of this site, we do not anticipate a significant level of effort. Little has changed at the site since the last review in 2015; therefore, a letter report with JTD checklist submitted to the LEA, along with an updated cost estimate for closure and post-closure maintenance, and an updated Non-water Release Corrective Action Plan, is assumed to be sufficient and is covered in the cost estimate.

Task 5 WDR Revision Support (Optional - not completed previously)

In 2010, the RWQCB stated its intention to update the site WDRs due to recent changes in property ownership and modifications to the initial monitoring program. We are assuming this will require submittal of a revised and updated Report of Waste Discharge (ROWD). The same intention was reiterated in 2015. The facility has a new lead agency case worker at the RWQCB who has not yet expressed a desire to update the site WDRs; however, the possibility remains open. It is important to provide the ROWD to address any change the County would like to see in the new permit.

We anticipate that the RWQCB will again attempt to require landfill closure in light of recent anthropogenic constituent detections reported in onsite groundwater monitoring wells, or to include a hard closure schedule in the revised permit. We are ready to work to prevent this ongoing issue on behalf of the County but appreciate that it will take some level of effort to keep the landfill open.

Effort will be required to provide input to RWQCB staff prior to drafting the WDRs, review of the WDRs prior to the hearing, and attendance at the RWQCB hearing for adoption.

Task 6 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual sampling, quarterly/annual inspections, discussions with Plumas County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR requirements and other regulations. Additional support activities can include regulatory compliance and permitting and engineering and geological services necessary to comply with landfill management and/or closure activities. Management and support activities not covered in this scope will be performed on a time-and-materials basis and will be addressed by a contract addendum at that time.

Exhibit "A"

SCOPE OF WORK

PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL

2018-2021

SCOPE OF WORK

Task 1 Leachate and Groundwater Sampling and Analysis

Leachate, surface water, groundwater, and field parameter samples will be collected in accordance with WDR Order No. R5-2004-0062 and National Pollutant Discharge and Elimination System (NPDES) General Order No. R5-2013-0073 and NPDES Permit No. CAG995002. The WDRs require semi-annual sampling of onsite Monitoring Wells GHL-3, 5A, 6, 7, 8, 9, and 12 and surface water monitoring locations L-1, SP-1, TR-1, and leachate. The NPDES permit requires the quarterly sampling of effluent EFF-001 discharge and receiving water RSW-001 and RSW-002 surface water sample locations.

We are currently in the process of applying for coverage under the new NPDES General Order for Low-threat Discharges to Surface Water, General Order No. R5-2016-0076. It is anticipated that the discharge from the leachate pond will be covered under this order in the future. The new order will entail some additional laboratory analysis and reporting costs; however, the exact requirements will not be known until a Notice of Applicability is issued by the RWQCB. The given cost estimate assumes one round of characterization sampling for the extended Priority Pollutant list and a worst-case scenario for quarterly sampling involving additional general mineral and metals constituents.

Samples will be collected in accordance with the approved Sampling and Analysis Plan (SAP) and the site-specific WDRs and submitted to Basic Laboratory. The current groundwater monitoring program for the Gopher Hill Landfill is summarized in Tables 1 and 2.

If VOC constituents are detected in groundwater samples collected from the site, retesting will be completed to verify the constituent detections. Resampling effort will be conducted within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the PQL in one or more wells or if two or more VOCs are detected above the MDL. It is assumed that, in addition to the two semi-annual sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate.

Direct precipitation and runoff from the landfill are collected in the Leachate Collection and Recovery System (LCRS). Leachate is periodically discharged under the NPDES permit to Spanish Creek. Surface water samples are collected during discharge events in accordance with the permit requirements and the results are included in the quarterly reports submitted to the RWQCB. The NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

Table 1
CURRENT GROUNDWATER MONITORING PROGRAM
GOPHER HILL LANDFILL

Parameter	Location	Frequency
Field Parameters		
Groundwater Elevations	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1, and TR-1	Semi-annually
Specific Conductance (field)		
pH (field)		
Temperature		
Turbidity		
Analytical Parameters		
Total Dissolved Solids	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	Semi-annually
Chloride		
Nitrate		
Sulfate		
Dissolved Iron		
Carbonate Alkalinity		
Bicarbonate Alkalinity		
Total Alkalinity		
Sodium		Annually
Magnesium		
Calcium		
Potassium		
VOCs (EPA Method 8260B)*		
5-Year Constituents of Concern		
Total Organic Carbon	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	5 Years
Inorganics (dissolved)		
VOCs (Extended List 8260B)		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		

*Monitoring Wells GHL-5a and GHL-6 are monitored for VOCs by EPA Method 8260B semi-annually.
 5-year constituents of concern were last sampled during the first semi-annual 2015 monitoring period.

Table 2
CURRENT MONITORING PROGRAM – LEACHATE
GOPHER HILL LANDFILL

Parameters	Locations	Frequency
Field Parameters		
Total Flow (gallons)	Leachate	Semi-annually
Flow Rate (gallons/day)		
Specific Conductance		
pH		
General Minerals		
Total Dissolved Solids	Leachate	Semi-annually
Chloride		
Sulfate		
Nitrate		
Sodium		
Magnesium		
Calcium		
Potassium		
Carbonate		
Bicarbonate		
VOCs (EPA Method 8260B)		
5-Year Constituents of Concern		
Total Organic Carbon	Leachate	5 Years
Inorganics (Dissolved)		
VOCs, Extended List 8260B		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
Note: 5-year constituents of concern last sampled during the first semi-annual 2015 monitoring period.		

Table 3
NPDES SURFACE WATER CURRENT MONITORING PROGRAM

Parameters	Type of Sample	Frequency
Effluent Monitoring (EFF-001)		
Flow	Cumulative	Daily
pH	Grab Sample	Daily
Electrical Conductivity	Grab Sample	Monthly
Total Hardness	Grab Sample	Monthly
Whole Acute Toxicity ¹	Grab Sample	Annually
Receiving Water Monitoring (RSW-001 and RSW-002)		
Total Hardness	Grab Sample	Annually
Receiving Water Observations		
Floating or Suspended Matter	Observation	Per discharge event
Discoloration	Observation	Per discharge event
Bottom Deposits	Observation	Per discharge event
Aquatic Life	Observation	Per discharge event
Films, Sheens, Coatings or Potential Nuisance Conditions	Observation	Per discharge event
Note: ¹ Whole effluent toxicity samples are collected once per year, during initial discharge, and analyzed for acute and chronic toxicity; chronic toxicity testing is required for discharges greater than 30 days in duration.		

Typically, leachate is discharged from the LCRS once per year; however, years of increased precipitation have resulted in additional discharge events. The County will schedule discharge events and sample collection activities for effluent and receiving water samples. Field measurements and observations (e.g. flow and pH) will be measured and recorded by Plumas County staff. It is assumed that, in addition to the initial discharge sampling event each year, up to two additional discharge sampling events may be required in the event of excess precipitation at the site. This assumption is included in the cost estimate.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with the Gopher Landfill site-specific Waste Discharge Requirements (WDR) Order No. R5-2004-0062 separately under PSWS11-010. The WDRs require modified semi-annual sampling of onsite Monitoring Wells GHL-3, GHL-5A, GHL-6, GHL-7, GHL-8, GHL-9, and GHL-12 and surface water monitoring locations interceptor trench (TR-1), spring (SP-1), and Lysimeter (L-1) and Leachate. The results of each compliance period evaluation will be summarized in semi-annual/annual monitoring reports that will be prepared and submitted to the Regional Water Quality Control Board (RWQCB).

In addition to the semi-annual monitoring requirements, analytical and field data associated with the facilities leachate collection and recovery system (LCRS) and associated discharge to Spanish Creek are currently collected under PWSW11-010 in compliance with National Pollution Discharge and Elimination System (NPDES) permit requirements as specified in General Order No. R5-2013-0073 and NPDES Permit No. CAG995002. We are currently in the process of applying for coverage under the new NPDES General Order for Low-threat Discharges to Surface Water, General Order No. R5-2016-0076. It is anticipated that the discharge from the leachate pond will be covered under this order in the future. The new order will entail some additional laboratory analysis and reporting costs; however, the exact requirements will not be known until a Notice of Applicability is issued by the RWQCB. The given cost estimate assumes one round of characterization sampling for the extended Priority Pollutant list and a worst-case scenario for quarterly sampling involving additional general mineral and metals constituents.

Like the current NPDES permit, the results of each compliance period evaluation will be summarized in quarterly monitoring reports that will be prepared and submitted to the RWQCB under this Task Order. The current NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur, and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in the semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report which will be submitted under a separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional inspections will be conducted following storm events. Storm event inspections are required within 7 days following a major storm event (greater than 1.5 inches/24 hours) to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by County personnel. Storm event findings and field forms will be forward to VESTRA and included in the semi-annual monitoring reports.

Task 4 Iso-Settlement Map (Optional)

Title 27, California Code of Regulations, Section 21090(e)(2), requires iso-settlement maps be prepared every 5 years for landfills that completed final closure after 18 July 1997. The 5-yearly iso-settlement map should be compared to the initial final cover survey and map that should have been prepared at the time of closure in order to identify differential settlement that could affect the performance of the final cover system or the passive gas venting system. An iso-settlement map has not been submitted since final closure construction was completed in 2005, and the RWQCB in a letter dated 29 April 2014 requested completion of the required map. Plumas County has the capacity to perform this task in-house, so the work under this task is considered optional.

Task 5 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual/quarterly sampling, quarterly/annual inspections, discussions with County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR and NPDES permit requirements and other regulations. Additional support activities may include regulatory compliance, permitting, engineering, and geological services necessary to comply with landfill management and/or closure activities. Management and support activities not covered under this scope will be addressed by a time-and-materials contract addendum at that time.

EXHIBIT B

FEE SCHEDULE

(see attached Cost Estimates for Tasks 1-2018-2021)

Exhibit "B"

COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2018-2021 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Table 1 COST ESTIMATE		2018/19	2019/20	Estimated Costs 2020/21
Task No. / Description				
Task 1 Groundwater Sampling and Analysis*				
Fieldwork – Sample Collection	\$5,075		\$5,075	\$5,075
Expenses	\$600		\$600	\$600
Laboratory Analysis	\$3,500		\$3,500	\$7,000
Project Management and QA/QC	\$1,000		\$1,000	\$1,000
Task 1 - Subtotal	\$10,175		\$10,175	\$13,675
Task 2 Data Evaluation and Reporting				
Semi-Annual/Annual Monitoring Reports	\$9,000		\$9,000	\$9,000
Task 3 Facility Monitoring/Inspections and Reporting				
Quarterly/Annual Site Inspections	\$9,000		\$9,000	\$9,000
Annual Inspection/Winterization Plan	\$4,000		\$4,000	\$4,000
Task 3 - Subtotal	\$2,000		\$2,000	\$2,000
Task 4 5-Year Permit Review (Optional)				
Revised JID/NWRCAP/Letter Report	\$6,000		\$6,000	\$6,000
Task 5 WDR Revision/Support (Optional)				
RWQCB interaction, comments, meetings	--		--	\$12,000**
Task 6 Project Management				
Project coordination, planning, correspondence, and regulatory interaction	--		\$12,000	--
Task 6 - Subtotal			\$12,000***	
Fiscal Year Totals				
Notes:				
* Assumes four sampling events and two resample events.				
** Task costs may be transferred to the subsequent fiscal year if task was not completed as anticipated.				
Costs presented are estimated costs and may vary based on responses from the governmental agencies or partners outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2017 Rate Schedule. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.				

Exhibit "B"
COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2018-2021 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Table 1
COST ESTIMATE

Task No./ Description	COST ESTIMATE	Estimated Costs		
		2018/19	2019/20	2020/21
Task 1 Leachate and Groundwater Sampling and Analysis				
WDR Sampling and Analysis*				
Fieldwork - Sample Collection Expenses	\$4,900	\$4,900	\$4,900	\$4,900
Laboratory Analysis	\$650	\$650	\$650	\$650
Project Management and QA/QC	\$4,000	\$4,000	\$8,000	\$8,000
Subtotal	\$10,550	\$10,550	\$14,550	\$14,550
NPDES Sampling and Analysis**				
Fieldwork - Sample Collection Expenses	\$2,100	\$2,100	\$2,100	\$2,100
Laboratory Analysis	\$500	\$500	\$500	\$500
Project Management and Quality Assurance/Quality Control	\$2,000	\$2,000	\$2,000	\$2,000
Subtotal	\$5,100	\$5,100	\$5,100	\$5,100
Task 2 Data Evaluation and Reporting				
Semi-Annual/Annual Monitoring Reports	\$10,000	\$10,000	\$10,000	\$10,000
Quarterly NPDES Surface Water Discharge Reports	\$7,500	\$7,500	\$6,500	\$6,500
Task 3 Facility Monitoring/Inspections and Reporting				
Quarterly/Annual Site Inspections	\$4,400	\$4,400	\$4,400	\$4,400
Annual Inspection/Winterization Plan	\$2,500	\$2,500	\$2,500	\$2,500
Task 4 Iso-Settlement Map (Optional, one-time expense)				
Task 4 - Subtotal	\$6,900	\$6,900	\$6,900	\$6,900
Task 5 Project Management				
Project coordination, planning, correspondence, and regulatory interaction	\$4,500	\$4,000	\$5,500	\$5,500
Total Estimated Cost	Task 5 - Subtotal	\$4,500	\$4,000	\$5,500
Notes: * Assumes two sampling events (WDRs) and two resample events; ** Assumes one sampling event (NPDES) and two additional discharge events.				
The costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. Work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2017 Rate Schedule. Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum.				

EXHIBIT C

RATE SCHEDULE

(see attached Scopes of Work for Tasks 1-2018-2021)

Exhibit "C"

RATE SCHEDULE

PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL

2018-2021



2018 VESTRA RATE SCHEDULE

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00-\$105.00
Associate Hydrologist	\$85.00-\$100.00
Environmental Scientist	\$75.00-\$110.00
Senior Regulatory Compliance Specialist	\$100-\$110.00
Professional Geologist	\$120.00-\$150.00
Professional Hydrologist	\$120.00-\$150
Project Manager	\$100-\$150.00
Senior Project Manager	\$165.00-\$190.00
Principal Consultant	\$165.00-\$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00-\$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Staff Engineer	\$90.00
Associate Engineer	\$100.00
Professional Land Surveyor	\$110.00 - \$115.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
Equipment Classifications	
Large Format Color Printer	Rate \$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00-\$50.00
Admin Supervisor I/ Document Production Supervisor	\$60.00-\$80.00

Materials and Travel Expenses: Billed as direct reimbursement plus 15%

Subcontractors: Billed as direct reimbursement plus 15%

Terms: Due and payable upon receipt. 1 ¾ % per month (21% per annum) finance charge will be added to any balance 30 days past due.

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

Exhibit "C"
RATE SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2018-2021

VESTRA

2018 VESTRA RATE SCHEDULE

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00-\$105.00
Associate Hydrologist	\$85.00-\$100.00
Environmental Scientist	\$75.00-\$110.00
Senior Regulatory Compliance Specialist	\$100-\$110.00
Professional Geologist	\$120.00-\$150.00
Professional Hydrologist	\$120.00-\$150
Project Manager	\$100-\$150.00
Senior Project Manager	\$165.00-\$190.00
Principal Consultant	\$165.00-\$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00-\$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Staff Engineer	\$90.00
Associate Engineer	\$100.00
Professional Land Surveyor	\$110.00 - \$115.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
Equipment Classifications	
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00-\$50.00
Admin Supervisor I/ Document Production Supervisor	\$60.00-\$80.00

Materials and Travel Expenses: Billed as direct reimbursement plus 15%

Subcontractors: Billed as direct reimbursement plus 15%

Terms: Due and payable upon receipt. 1 ¾ % per month (21% per annum) finance charge will be added to any balance 30 days past due.

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

EXHIBIT D

PROJECT SCHEDULE

(see attached Project Schedule for Tasks 1-2018-2021)

County Initials

Page 14

Contractor Initials

Exhibit "D"

PROJECT SCHEDULE

PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL

2018-2021

Year 1 (FY 2018-2019)

- WDR Revision (Optional)
- Sample Groundwater
 - Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 2 (FY 2019-2020)

- Sample Groundwater and Leachate
- Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 3 (FY 2020-2021)

- Five Year Permit Review (Optional)
- Sample Groundwater and Leachate
- Four Times (March, April, May, August)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Exhibit "D"

PROJECT SCHEDULE

PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL

2018-2021

Year 1 (FY 2018-2019)

- Sample Groundwater and Leachate
 - Twice (January and July)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 2 (FY 2019-2020)

- Sample Groundwater and Leachate
 - Twice (January and July)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

Year 3 (FY 2020-2021)

- Sample Groundwater and Leachate
 - Twice (January and July)
- Sample Leachate (NPDES)
 - Twice (January-May, November-December) depends on pond discharge
 - Prepare and submit quarterly monitoring reports (February, April, July, October)
- Annual Site Inspection (September)
 - Prepare and Submit Annual Facility Inspection Report (November)
- Prepare and submit semi-annual and annual monitoring reports
 - Semi-annual in January and July
 - Annual in January

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. Director of Public Works

1/12

CONSENT AGENDA REQUEST

For the June 19, 2018 meeting of the Plumas County Board of Supervisors

June 11, 2018

To: Honorable Board of Supervisors

From: *RP*, Robert Perreault, Director of Public Works

Subject: Approve a professional services contract with Vestra Resources, Inc., to perform storm water compliance actions, sampling and reporting for the Chester Landfill.

John Manke, ASST. DIRECTOR

Background:

Vestra Resources, Inc., performs storm water compliance actions, sampling and reporting at the Chester Landfill for the Department of Public Works – Solid Waste Division on matters regulated by the California Regional Water Quality Control Board. Vestra Resources Inc. is currently under contract with the Department of Public Works to perform these services through June 30, 2018.

The new Professional Services Agreement will allow for continued performance of storm water compliance actions, sampling and reporting at the Chester Landfill in accordance with state requirements. The estimated cost for a new 2018-2021 contract is not to exceed Eighteen Thousand, Three Hundred and Fifteen Dollars and no cents (\$18,315.00) to perform required tasks through the expiration date of June 30, 2021.

The Department Fiscal Officer has reviewed the proposed contract expenditures and has found that the FY 18/19 proposed budget for Solid Waste has adequate revenues and sufficient monthly cash flow to implement the contract.

The attached Professional Services Agreement has been reviewed and approved as to form by County Counsel.

Recommendations:

The Director of Public Works respectfully recommends that the Board of Supervisors vote to authorize the Chair of the Board of Supervisors and the Director of Public Works to execute a Professional Services Agreement with Vestra Resources, Inc., to perform storm water compliance actions, sampling and reporting for the Chester Landfill.

Attachment: Proposed Professional Services Agreement for Storm Water Compliance Actions, Sampling and Reporting for Chester Landfill

**PROFESSIONAL SERVICES AGREEMENT
FOR
STORM WATER COMPLIANCE, SAMPLING AND REPORTING
FOR CHESTER LANDFILL**

THIS AGREEMENT is made and entered into this _____ day of July, 2018 ("Effective Date"), by and between **COUNTY OF PLUMAS**, a political subdivision of the State of California ("County"), and **VESTRA RESOURCES, INC.**, a California corporation ("Consultant").

W I T N E S S E T H:

- A. **WHEREAS**, County proposes to have Consultant provide storm water compliance, sampling and reporting for the Chester Landfill as described herein below; and
- B. **WHEREAS**, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 31000, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. **WHEREAS**, County and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional compliance support services described in the Scope of Work for the Chester Landfill, attached hereto as Exhibit "A" – Task 1-2018-2021 and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment

_____ County Initials

Contractor Initials _____

and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the cost estimate set forth in Exhibit "B," – Task 1-2018-2021 attached hereto and made a part of this Agreement (the "Fee Schedule"), and rate schedule set forth in Exhibit "C", – Task 1-2018 attached hereto and made a part of this Agreement (the "Rate Schedule"). Consultant's compensation shall in no case exceed Eighteen Thousand, Three Hundred and Fifteen Dollars and no cents (\$18,315.00) until the termination date written in Section 4.1 of this Agreement.

2.1.1 Rate Schedule. Consultant rate schedules are typically based on an annual basis. Accordingly, the Director of Public Works is authorized to approve a revised rate of schedule each calendar year.

2.2 Contingency of Funding. Consultant acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds from the County's Solid Waste Surcharge Program. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty. Consultant will be compensated for work performed prior to date of termination.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit A attached hereto unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as

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“Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit “D” attached hereto and incorporated herein by this reference. The Project Schedules may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on July 1, 2018 and continue for a period of time, ending on June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

VESTRA may terminate this Agreement by giving 30 days written notice to the other party. In the event of such termination, VESTRA shall be entitled to compensation for services rendered and direct non-salary expenses incurred to the date of termination at the rate set forth herein, with or without cause. Unless VESTRA is responsible for early termination, Client agrees to release VESTRA from all liability for services performed.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County’s written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work

____ County Initials

Contractor Initials _____

in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three (3) years after completion of the work hereunder.

5.2. Endorsements. Consultant and County agree to the following with respects to insurance provided by Consultant:

- (a) Consultant agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Consultant also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Consultant in relation to this agreement.
- (b) Consultant agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Consultant shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

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- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- (d) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to loss, Consultant waives its right to subrogation against the County.

5.3. Certificates of Insurance. Consultant shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time

_____County Initials

_____Contractor Initials

of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Wendy Johnston, P.E., Vice President
Vestra Resources, Inc.
5300 Aviation Drive
Redding, CA 95002

Tel: (530) 223-2585
Fax: (530) 223-1145

IF TO COUNTY:

Robert A. Perreault, Jr., P.E., Director
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Tel: (530) 283-6268
Fax: (530) 283-6323

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

6.5. Drug Free Workplace. Consultant certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Consultant's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, and indemnify, and hold harmless the County of Plumas, and all of its officers, directors, representatives, attorneys, agent's employees and agents, including but not limited to the County Board of Supervisors, County consultants, Project Manager and all other County Representatives (singularly and collectively referred to as "County Party" or "County Parties") from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Scope of Work, failure to

____ County Initials

Contractor Initials _____

perform the Scope of Work, or condition of the Scope of Work which is caused in whole or part by any act, omission or negligence of Contractor, subcontractors (of any tier), designers, suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused by the concurrent negligent act or omission, whether active or passive, of County Parties. Provided, however, that the indemnification in this Agreement shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against one County Party was caused solely by the negligence or willful misconduct of that County Party. In that event, however, this indemnification shall remain valid for all other County Parties.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Consultant shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California

Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no

____ County Initials

____ Contractor Initials

additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Consultant will not employ any regular employee of County while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Scope of Work such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Interpretation. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the

substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.26. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Amendment, insufficient funds are appropriated to make the payments called for by this Amendment and/or the original Agreement, the Agreement shall be of no further force or effect. County shall notify VESTRA within 10 days of the County's determination/decision of reduced appropriation or non-appropriation of funds for this project. In this event, the County shall have no liability to pay any further funds whatsoever to Vestra or furnish any other consideration under the Agreement and Vestra shall not be obligated to perform any further services under the 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 the Agreement with no further liability incurring to the County, or offer an amendment to Vestra 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. Vestra acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute. Consultant will be compensated for work performed prior to the date of termination.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

FOR VESTRA RESOURCES, INC.

Wendy Johnston, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____

Taxpayer ID Number: 68-0150306

FOR PLUMAS COUNTY

APPROVED AS TO SCOPE OF WORK:

Robert A. Perreault, Jr., P.E.
Director of Public Works

Date: _____

APPROVED AS TO FORM:



R. Craig Settemire

County Counsel

Date: 6/6/18

CONCURRENCE:

Jeff Engel,
Chair, Plumas County Board of Supervisors

Date: _____

County Initials

Contractor Initials

EXHIBIT A

SCOPE OF WORK

(see attached Scope of Work for Task 1-2018-2021)

Exhibit "A"
SCOPE OF WORK
TASK ORDER 1-2018-2021
STORMWATER COMPLIANCE, SAMPLING, AND REPORTING
2018-2021 SCOPE OF WORK
CHESTER LANDFILL

SCOPE OF WORK

Task 1 Stormwater Sampling Support/Years 1-3

The General Permit for Stormwater Discharges Associated with Industrial Activities (Order 2014-0057-DWQ) requires that the site operator sample a minimum of four storm events per year for the constituents applicable to the SIC code for the operation. Two sampling events must be performed from July 1 to December 31 and two sampling events from January 1 to June 30. The permit does a poor job of outlining the monitoring requirement of sample collection for areas where runoff is predominately related to snowmelt or sites are inaccessible in winter months. During a typical winter, you may only be able to sample two events in the spring (between January 1 and June 30). If we continue to have warm storms that produce rain in the Chester area, there is the possibility that two storms would need to be sampled prior to January 1 each year.

There are two stormwater discharge locations onsite. Discharge Point D-1 is located at the northwestern corner of the landfill. Since monitoring began in late 2015, this point has not discharged, even during heavy rain and snowmelt events. Discharge Point D-2 is located south of the entrance gate and captures drainage from approximately 75 percent of the site. This point has consistently discharged during higher-intensity rain or snowmelt events. Assuming one discharge from D-1 per year and four from D-2, analytical costs are approximately \$200 per event or \$800 annually. To account for site visits where discharge sufficient to produce a representative sample has not occurred, we anticipate five site visits per year. Four of these would involve sample collection while the fifth is a contingency in case no discharge occurs. VESTRA's sampling costs are approximately \$750 per event or \$3,750 annually. This brings total annual costs to \$4,550.

It should also be noted that active landfills where stormwater contacts waste material are subject to additional effluent limitation guidelines (40 CFR 445) which require the analysis of additional constituents beyond those specified by the facility's SIC code. These are biochemical oxygen demand, ammonia, phenols (terpinol, p-cresol, phenol) and benzoic acid. Because the active face of the landfill has been covered during the wet season, stormwater samples collected at the landfill have not been analyzed for these constituents. In the event the active face of the landfill is not covered during a storm event or equipment that has been in contact with the waste is exposed to stormwater, analysis of these constituents is required. Analysis is also required if comingling of wastewater (leachate) and stormwater is observed. A contract addendum can be prepared for the additional sampling costs if such conditions occur.

Task 2 Sample Reporting and Annual Reporting/Years 1-3

Sample results are uploaded to the State Water Board SMARTS website. An annual report must also be completed and submitted via SMARTS for each water year. We estimate the cost of completing this task at \$1,000.

Task 3 Project Management/Years 1-3

Project management is invoiced at 10 percent of total cost and includes day-to-day activities associated with the project.

Note: This scope assumes that samples are in compliance with applicable Numeric Action Limits (NALs) due to the semi-closed nature of the facility. The facility is currently under Level 1 due to NAL exceedance for Total Suspended Solids and Iron. If further exceedances occur, a Level 2 evaluation will be added as an addendum at that time.

The scope includes pre-winter and sampling observation forms. It is anticipated that County Local Enforcement Agency staff can complete the monthly observation forms concurrent with these monthly program inspections.

EXHIBIT B

FEE SCHEDULE

(see attached Cost Estimate for Task 1-2018-2021)

Exhibit "B"

COST ESTIMATE

TASK ORDER 1-2018-2021

STORMWATER COMPLIANCE, SAMPLING, AND REPORTING

2018-2021 SCOPE OF WORK

CHESTER LANDFILL

The estimated costs to complete the work in Exhibit "A" are summarized in Tables 1.

Table 1 ESTIMATED COSTS					
Years	Task No.	Description	Estimated Cost		
1-3	1	Stormwater Sampling Support ¹	\$4,550		
1-3	2	Annual Reporting	\$1,000		
1-3	3	Project Management	\$555		
Total Estimated Costs by Year*					
Year 1	FY 2018-2019		\$6,105		
Year 2	FY 2019-2020		\$6,105		
Year 3	FY 2020-2021		\$6,105		
Total Not-to-Exceed Amount for Term of Agreement			\$18,315		
Notes:					
¹ County can complete. This cost assumes VESTRA collects four samples/year and handles the analytical cost via subcontracted laboratory.					
If the County wishes to assign sample collection to County staff and handle the analytical, the task can be removed from the cost table.					
*Fiscal Year costs provided are not to be exceeded					

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2018 Rate Schedule (Exhibit "C"). Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

EXHIBIT C

RATE SCHEDULE

(see attached Rate Schedule for Task 1-2018)

Exhibit "C"
RATE SCHEDULE
TASK ORDER 1-2018-2021
STORMWATER COMPLIANCE, SAMPLING, AND REPORTING
2018-2021 SCOPE OF WORK
CHESTER LANDFILL

2018 VESTRA RATE SCHEDULE



Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00-\$105.00
Associate Hydrologist	\$85.00-\$100.00
Environmental Scientist	\$75.00-\$110.00
Senior Regulatory Compliance Specialist	\$100-\$110.00
Professional Geologist	\$120.00-\$150.00
Professional Hydrologist	\$120.00-\$150
Project Manager	\$100-\$150.00
Senior Project Manager	\$165.00-\$190.00
Principal Consultant	\$165.00-\$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00-\$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Staff Engineer	\$90.00
Associate Engineer	\$100.00
Professional Land Surveyor	\$110.00 - \$115.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
Equipment Classifications	
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00-\$50.00
Admin Supervisor I/ Document Production Supervisor	\$60.00-\$80.00

Materials and Travel Expenses: Billed as direct reimbursement plus 15%.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt. 1 3/4% per month (21% per annum) finance charge will be added to any balance 30 days past due.

Exhibit "C"
2018 VESTRA RATE SCHEDULE



Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$50.00 - \$85.00
Regulatory Compliance Specialist	\$75.00 - \$100.00
Environmental GIS Analyst	\$95.00
Associate Geologist	\$85.00-\$105.00
Associate Hydrologist	\$85.00-\$100.00
Environmental Scientist	\$75.00-\$110.00
Senior Regulatory Compliance Specialist	\$100-\$110.00
Professional Geologist	\$120.00-\$150.00
Professional Hydrologist	\$120.00-\$150
Project Manager	\$100-\$150.00
Senior Project Manager	\$165.00-\$190.00
Principal Consultant	\$165.00-\$190.00
Biological Services	
Biological Technician	\$50.00 - \$85.00
Senior Biologist	\$95.00-\$110.00
Engineering Services	
Engineering Technician	\$55.00 - \$75.00
Staff Engineer	\$90.00
Associate Engineer	\$100.00
Professional Land Surveyor	\$110.00 - \$115.00
Senior Engineer	\$145.00 - \$160.00
Survey Crew	\$110.00 - \$190.00
Equipment Classifications	
Large Format Color Printer	\$38.00/hour
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Faxes	\$2.00/page
Vehicle Mileage	\$0.60/mile
Administration	
Admin Clerk/ Document Production Technician	\$30.00-\$50.00
Admin Supervisor I/ Document Production Supervisor	\$60.00-\$80.00

Materials and Travel Expenses: Billed as direct reimbursement plus 15%.

Subcontractors: Billed as direct reimbursement plus 15%.

Terms: Due and Payable upon Receipt. 1 3/4% per month (21% per annum) finance charge will be added to any balance 30 days past due.

EXHIBIT D

PROJECT SCHEDULE

(see attached Project Schedule for Task 1-2018-2021)

Exhibit "D"

PROJECT SCHEDULE

TASK ORDER 1-2018-2021

STORMWATER COMPLIANCE, SAMPLING, AND REPORTING

2018-2021 SCOPE OF WORK

CHESTER LANDFILL

Year 1 (FY 2018-2019)

- Sample stormwater
 - Twice (July-December)
 - Twice (January-June)
- SMARTS Annual Report (June 2019)

Year 2 (FY 2019-2020)

- Sample stormwater
 - Twice (July-December)
 - Twice (January-June)
- SMARTS Annual Report (June 2020)

Year 3 (FY 2020-2021)

- Sample stormwater
 - Twice (July-December)
 - Twice (January-June)
- SMARTS Annual Report (June 2021)



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368

DATE: JUNE 1, 2018

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 19, 2018

RE: APPROVE AND ADOPT A RESOLUTION ALLOCATING A SENIOR
SOCIAL WORKER, RANGE B, IN THE DEPARTMENT OF SOCIAL
SERVICES EFFECTIVE UPON APPROVAL

A handwritten signature of Elliott Smart in black ink.

It is Recommended that the Board of Supervisors

Approve and adopt the enclosed Resolution which allocates a state-funded Senior Social Worker, Range B, in the Department of Social Services effective upon approval by the Board of Supervisors.

Background and Discussion

Under the State Merit System Classification Plan for Departments of Social Services, the Plan includes classifications that are reserved specifically for social workers who have obtained professional credentials such as Masters in Social Work (MSW) or Licensed Clinical Social Worker (LCSW). Because such positions are difficult to recruit and retain, separate classifications can enable counties to establish specialized recruitment strategies and compensation levels for these positions.

The difficulty in recruiting and retaining professionally credentialed social workers has also led the State to establish financial support for working child welfare social workers to obtain advanced professional degrees. Several Department of Social Services employees have completed advanced degrees through this program. Most recently, an employee in the Department completed her MSW in May. That circumstance is what brings the Department before your Board today.

Plumas County has established its own specialized classifications for professionally credentialed social workers and for social work staff that have four or more years of experience and who are handling a specialized caseload of the most difficult cases. Senior Social Worker, Range A is for experienced and specialized caseload holding social

workers. Senior Social Worker, Range B is the classification for professionally credentialed staff.

Typically, the Department does not allocate Senior Social Worker positions unless and until the Department has an employee who is qualified to fill the position. As is described above, the Department has an employee who qualified for Senior Social Worker, Range B in May. The Department requests that the Board adopt the enclosed Resolution allocating a Senior Social Worker, Range B.

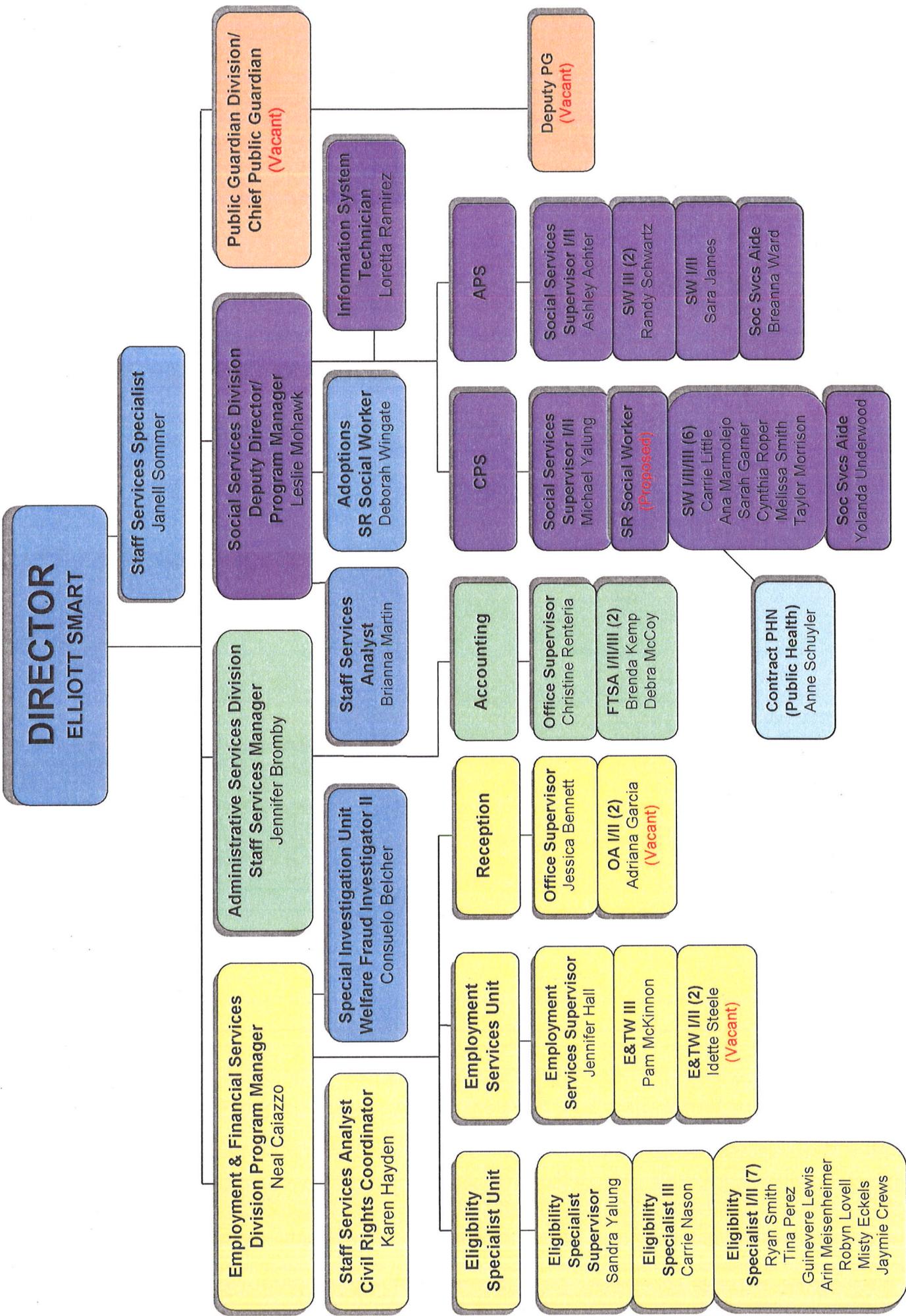
Financial Impact

There is no impact to the County General Fund resulting from this allocation change. This position is assigned to Child Welfare Services/Resource Family Support. Funds to support this program come from Federal, State and 2011 Public Safety Realignment sources.

Copy: DSS Management Team
 Nancy Selvage, Human Resources Director
 Roberta Allen, Auditor-Controller

Enclosures

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



RESOLUTION NO. 2018- _____

**ADOPT RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION
ALLOCATION FOR SOCIAL SERVICES DEPARTMENT #70590**

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, the additional allocated position is necessary in the daily operational needs of the Social Services Department; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2017-2018 Position Allocation for fund #70590; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve the amendments to the Fiscal Year 2017/2018 Position Allocation for the following position:

<u>Social Services #70590</u>	Current FTE	Proposed FTE
Senior Social Worker, Range B	1.00	2.00

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 19th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

4B

GENERAL PLAN AMENDMENT ZONING ORDINANCE
GOULD SWAMP GENERAL PLAN AMENDMENT
ORDINANCE NO. 2018-_____

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, REZONING CERTAIN
REAL PROPERTY CONSISTENT WITH GENERAL PLAN AMENDMENT ENACTED BY RESOLUTION
NO. 2006-7249**

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

Section 1. The real property enumerated in Exhibits A and B, particularly described therein by Assessor Parcel Number 001-440-008-000, is hereby rezoned to R-C (Recreation Commercial), LTD (Limited Combining Zone) and SP-ScR (Special Plan Scenic Road), zoning classifications enumerated in Plumas County Code Section 9-2.301 and described in Code Sections 9-2.2201 through 9-2.2207, Code Sections 9-2.2701 through 9-2.2702, and Code Sections 9-2.3701 through 9-2.3704 implemented by Exhibits A and B, attached hereto.

Section 2. This rezoning is consistent with and will serve to implement General Plan Amendment Summer 2005 (Gould Swamp) enacted by Resolution No. 2006-7249.

Section 3. Environmental considerations related to this rezoning have been addressed in Environmental Impact Report No. 75 which was certified after a noticed public hearing by the Plumas County Board of Supervisors on January 24, 2006 and was deemed to satisfy the requirements of the California Environmental Quality Act as certified in Resolution No. 2006-7249. The application of the Limited Combining Zone (Code Sections 9-2.2701 through 9-2.2702) serves to identify potential adverse effects based on General Plan requirements and specified in Exhibit B.

Section 4. The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this ordinance and pursuant to Section 9-2.302 of the Plumas County Code.

Section 5. This ordinance shall not be codified.

Section 6. This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, with the names of the supervisors voting for and against the ordinance, in the Chester Progressive, a newspaper of general circulation in the County of Plumas.

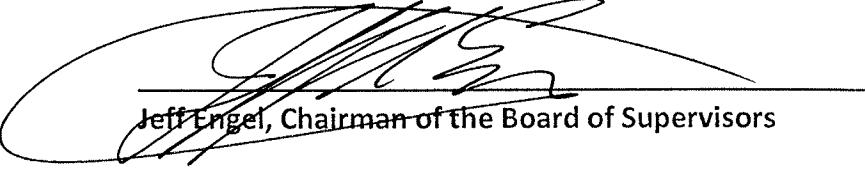
Section 7. This ordinance shall become effective thirty (30) days from the date of the final passage.

The foregoing ordinance was introduced on June 12, 2018, and duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on _____, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:



Jeff Engel, Chairman of the Board of Supervisors

ATTEST:

Nancy L. DaForno
Clerk of the Board of Supervisors

Exhibit "A"

The land referred to herein is situated in the State of California, County of PLUMAS, in an unincorporated area, described as follows:

Township 28 North, Range 7 East, M.D.M.

In Section 3:

Portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying south of the centerline of State Highway 36 and west of a line described as beginning at a point, a distance of 711.48 feet South $89^{\circ} 47' 34''$ West of the East $\frac{1}{4}$ corner of said Section 3 and extending north $12^{\circ} 39' 50''$ west to the centerline of State Highway 36.

Portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying south of the centerline of State Highway 36 and east of a line described as beginning at a point, a distance of 711.48 feet South $89^{\circ} 47' 34''$ West of the East $\frac{1}{4}$ corner of said Section 3 and extending north $12^{\circ} 39' 50''$ west to the centerline of State Highway 36.

Excepting therefrom an undivided 1/16 interest in all coal, oil, gas and other mineral deposits as reserved by the State of California in the Patent recorded May 15, 1924 in Book 9 of Patents, Page 217.

Assessor Parcel Number 001-440-008-000

EXHIBIT "B"

The application of the Limited Combining Zone (Code Sections 9-2.2701 through 9-2.2702) serves to identify potential adverse effects based on General Plan requirements as per Environmental Impact Report #75.

Air Quality-Diminished air quality from project development and associated increases in vehicle emissions, and wood-burning appliances.

Mitigation Measure: *"This project has the potential to conflict with mitigations for land development established by the Northern Sierra Air Quality Management District because the Recreation Commercial zoning designation permits a wide range of uses many of which do not require the issuance of a discretionary entitlement, meaning that the County could not impose mitigation measures for impacts that these uses may cause. Some of these uses include: Resorts, Recreation Facilities, Campgrounds and Lodging facilities. These uses have essentially no limitation on their size other than the capacity of the land to provide parking sewage disposal facilities. These uses could be allowed a large number of rooms for transient occupancy which could generate a significant amount of traffic and particulate matter from project construction and the unrestricted use of wood burning devices and fire places."*

Biological Resources-Adverse impacts to bald eagle and osprey habitat resulting from development of the site.

Mitigation Measure: *"The California Department of Fish & Game has requested that the project site be surveyed by a qualified wildlife biologist to determine the presence of nesting bald eagle or osprey. This task and the mitigation measures resulting from the survey shall be incorporated into a site development review process. This can be accomplished by applying a Limited Combining Zone (LTD) as part of the proposed amendment. The Limited Combining Zone will set forth a discretionary review process whereby drainage, erosion and wildlife concerns can be evaluated in terms of a specific development proposal with the necessary mitigation measures incorporated into the project design and construction. No construction on this property would be allowed to occur without this analysis and review."*

Geology and Soils-An earthquake fault with quartenary movement is located approximately ½ mile to the east of this project. This project has the potential to expose people and structures to risks associated with seismic activity.

Mitigation Measure: *"Mitigation of these potential impacts can be addressed by applying a Limited Combining Zone (LTD) as part of the proposed amendment. The Limited Combining Zone will set forth a discretionary review process whereby the analysis of the geologist can be reviewed and the recommended mitigation measures incorporated into the project design and construction."*

Hydrology and Water Quality-Adverse impacts to surface water from accelerated runoff and erosion.

Mitigation Measure: *“Mitigation of this potential impact can be addressed by applying a Limited Combining Zone (LTD) as part of the proposed amendment. The Limited Combining Zone will set forth a discretionary review process whereby a drainage and erosion control plan can be required with the recommended mitigation measures incorporated into the project design and construction.”*

Transportation/Traffic-Adverse impacts associated with traffic safety, specifically road maintenance, roadway improvements and intersection safety of Catfish Beach Road and State Highway 36.

Mitigation Measure: *“The application of the Limited Combining Zone will allow the County to undertake a development specific review of any new use. The Limited Combining Zone will identify the need for a traffic analysis. This analysis will evaluate the site specific impacts as they relate to maintenance, roadway improvements and intersection safety.”*



204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431
johnsteffanic@countyofplumas.com www.plumas-sierracountyfair.net

MEMORANDUM

DATE: June 11, 2018

TO: The Honorable Board of Supervisors
FROM: John Steffanic, Fair & Event Center Manager
SUBJECT: Board Agenda Requests

It is recommended that the Board:

1. Approve the requested supplemental budget

Background and discussion:

Unanticipated revenue from FEMA for storm damages at the fairgrounds would be used to pay the final PG&E bill and to purchase a well pump to replace one that failed on June 10, 2018.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'John Steffanic'.

John Steffanic
Fair & Event Center Manager

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Fairgrounds Dept. No: 20190 Date 6/11/2018

The reason for this request is (check one):		Approval Required
A. <input type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input checked="" type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF
SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) To pay final electric bill and replace well pump

B) Unexpected revenue from FEMA for storm damage

C) The electric bill needs to be paid and the well has to be operational before High Sierra Music Festival

D) FEMA actually came through to reimburse us for storm damage repairs

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



Office of the Sheriff

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

4D1

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: June 11, 2018

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of June 19, 2018

RECOMMENDATION:

Authorize the Sheriff to have Human Resources reclassify four positions in the Sheriff's Office to include cannabis code enforcement duties. These four positions will include the Investigations Sergeant position, (1) Investigator position, (1) Sheriff Services Assistant II/Evidence Clerk position, and the Training/Policy Deputy Position.

Authorize the Sheriff to work with Human Resources to develop a new Sheriff Services Assistant/cannabis code compliance position. After this position is developed, authorize the Sheriff to recruit and hire.

BACKGROUND & DISCUSSION:

On November 27, 2017 the Plumas County Board of Supervisors placed a moratorium on commercial cannabis cultivation within Plumas County. On May 31, 2018 the Plumas County Board of Supervisors passed the new cannabis enforcement ordinance pertaining to cannabis cultivation. On July 1, 2018 the enforcement ordinance becomes effective and enforcement will be the responsibility of the Plumas County Sheriff's Office.

Upon receiving this new/additional responsibility, the Sheriff's Office will need to expand current job descriptions and reclassify current personnel. In addition to this new responsibility, an additional Sheriff Services Assistant/Cannabis Code Compliance position must be added to the Sheriff's Office allocations.

In addition to the above reclassifications and position, additional monies will be needed to fund this new enforcement code.

The Sheriff estimates the cost of the cannabis code compliance enforcement to be \$100,000.00.

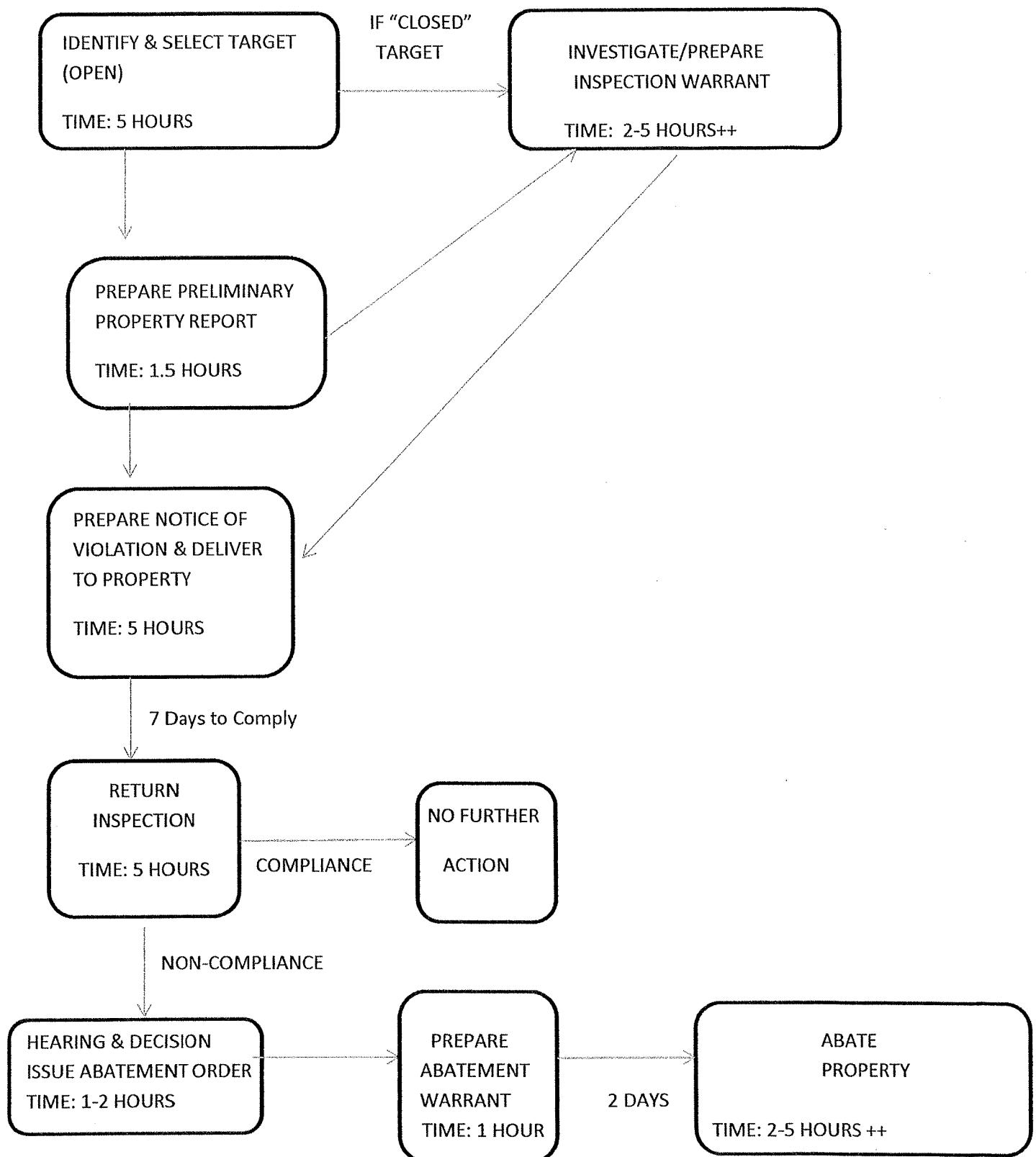
Estimate of Costs Regarding Cannabis Enforcement

Reclass of current employees, with one additional new employee, and related costs.

Inv. Sergeant	\$4,000.00
Inv. Position	\$3,500.00
Evid. Clerk	\$3,500.00
Training/Policy Deputy	\$4,000.00
New Sheriff Services Assistant	\$56,000.00
O.T.	\$5,000.00
Fuel/Maint.	\$5,000.00
Misc employee costs (FICA etc)	\$9,000.00
Supplies and Equipment	\$10,000.00
Total	\$100,000.00

All employee costs are estimated. For accurate costs all wages must be calculated by HR.

CANNABIS ENFORCEMENT PROCESS & TIME ACCOUNTING FLOWCHART



**PROFESSIONAL SERVICES AGREEMENT
FOR
CORRECTIONAL CENTER MEDICAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2018 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and JOSEPH SCHAD, D.O. an Individual, ("Contractor").

WITNESSETH:

WHEREAS, County proposes to have Contractor coordinate comprehensive medical care services for the inmates of the Plumas County Correctional Center as described herein below; and

WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Contractor desire to contract for these specific services and to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. **Scope of Services**. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. **Professional Practices**. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. **Warranty**. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Intentionally Omitted.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed One Hundred Sixty Two Thousand and No/100 Dollars (\$162,000.00).

2.2 Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or the Plumas County Board of Supervisors. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Each invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be

made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Each party reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective no sooner than 60 days after receipt of the notice of termination. In the event of such termination, the non-terminating party shall immediately stop rendering services under this Agreement unless directed otherwise by the terminating party.

4.3. Compensation. In the event of termination by the County, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles with a minimum bodily injury limit of 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 fifty thousand dollars (\$50,000) per accident..
- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.5 Malpractice insurance. The County shall procure and obtain medical malpractice liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate, to cover Contractor for all services provided in accordance with this Agreement. A Certificate of Insurance evidencing this insurance is attached hereto as Exhibit "C."

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Sheriff or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Joseph Schad, D.O.
205 Sierra Way,
Quincy, CA 95971

Tel: (530) 616-5017
Fax: (530)
Attn: Joseph Schad, D.O.

IF TO COUNTY:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971

Tel: (530) 283-6375
Fax: (530) 283-6344
Attn: Sheriff Greg Hagwood

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors (but excluding employees of the Sheriff's Office of the County to the extent such Sheriff's Office employees may be considered employees, agents or subcontractors of Contractor) in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County

agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results

COUNTY INITIALS

7

CONTRACTOR INITIALS

under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect. This prohibition does not extend to contracting for services from the County or any County department or agency where such contract does not create any employer/employee relationship between Contractor and the County or any County employee.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,
A political subdivision of the State of California

Date: _____

Jeff Engel
Chair, Board of Supervisors

CONTRACTOR

Joseph Schad, D.O.



Joseph Schad, D.O.

Date: 6/6/2018

APPROVED AS TO FORM:



Craig R. Settemire
County Counsel

Date: 6/11/2018

EXHIBIT A

SCOPE OF WORK

See attached proposal presented by Joseph Schad, D.O., (10 pages)

Joseph Schad, DO

530-616-5017 | josephfschad@gmail.com | 205 Sierra Way Quincy, CA 95971

May 1, 2018

Plumas County Sheriff's Office
1400 E Main St
Quincy, CA 95971
(530) 283-6375

Dear Plumas County Sheriff's Office:

June 26, 2017 the Institute of Medical Quality (IMQ) did a survey of Plumas County Jail Medical Service in hopes to illuminate deficiencies in standard of care at the county correctional facility. As you know, many deficiencies in standard of care were found as pertains to Title 15. As Medical Director, I plan to address those deficiencies by providing and coordinating comprehensive medical care services for inmates at the correctional facilities managed by Plumas County Sheriff's Office.

I have provided medical services, including on call service and sick call services, for Plumas County Jail for the last four years. I maintain a good working relationship with the current nursing staff, correctional facility employees, and community physicians. I understand the essential standard of care needs, and how to implement them in a small county jail with limited resources. I will provide a well-organized, structured, correctional health care service that moves towards compliance with Title 15.

Sincerely,



Joseph Schad, DO

STATEMENT OF WORK AS MEDICAL DIRECTOR

A. INTENT

- a. To provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO, the Plumas County Behavioral Health Care Services department which is responsible for providing mental health care to inmates. Also plan to work with and coordinate care with dental, vision, pharmacy, nursing and physician contractors.
- b. Intend to satisfy both medical and nursing qualifications for IMQ (Institute for Medical Quality) certification as stated in Title 15 within two years. The Medical Director position would be 75% administrative and 25% clinical.
- c. Medical Director will provide secretarial/clerical support for all administrative functions
- d. Fee Schedule see Exhibit A

1. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

- a. Contract with local medical physicians
 - i. Provide medical services twenty-four hours a day, seven days a week
 - ii. Weekly medical rounds at Jail
- b. Contract with Nurses
- c. Contract with Plumas County Behavioral Health Services
 - i. Responsible for providing mental health care
- d. Prosthesis/Glasses as medically indicated and appropriate
- e. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).
- f. Ancillary Services. Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.
- g. Hospital Care. Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.
- h. Contract agreements with Dental
- i. Contract agreements with Optometry
- j. Contracted Pharmaceutical Vendor to complete the following
 - i. Pharmaceutical Policies and procedures in compliance with Title 15
 - ii. Generate pharmacy and therapeutic reports monthly
 - iii. Formulary implementation
 - iv. Consulting services for nursing during business hours
 - v. Policy for repackaging medication and delivery of medications
 - vi. Develop appropriate training of Correctional Officers, per Title 15, to administer medications when nurse is unavailable
 - vii. Policy and procedure for controlled substances
 - viii. Policy and procedure for over the counter medications

- k. Aid in transition to computer based medical record keeping
 - i. Provide one subscription to Dragon Medical Practice Edition No 2 with Power Mic II (\$1,900)
 - ii. Provide lab top computer with Microsoft office, fax machine, and scanner that will aid the medical staff, nursing, and secretary to document and implement required changes

B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR

- a. Administrative Meetings and Reports
 - i. Monthly Statistical data collection by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.
 - ii. Weekly meetings with nursing staff on restructuring, revising, and revamping the health care policy manual in accordance to IMQ report and Title 15
 - 1. Monitor health care services, investigation of complaints, review of administration practices
 - 2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective
 - 3. Quality measure review of each policy implemented.
 - 4. All meetings will have secretarial documentation with minutes
 - iii. Quarterly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, Mental Health representative
 - iv. Yearly meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.
- b. Quality Management
 - i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans

- ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes
 - 1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

- c. Medical Licensing, Credentialing, and Privileging

- i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.
- ii. Develop ongoing monitoring system for maintaining current licensure

- d. Job Descriptions

- i. Will Develop written job description for medical physicians (in accordance with contracted physicians)
- ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)
- iii. Will be reviewed on annual basis

- e. Staff Development and Training

- i. Develop written staff development and training plan
 - 1. County Public Health will aid in this process
 - 2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training
 - 3. Training programs will be available to Correctional Personnel

f. Medication Administration

- i. Policy and procedures will be followed as provided by pharmaceutical vendor
- ii. Standardizing medication administration times so majority of medications can be administered while nursing services are on premises

g. Medical Policies and Procedures

- i. Implement new documentation of medical notes in conjunction with Title 15 and Institute for Medical Quality (IMQ)
- ii. Policies for informed consent and informed refusal of treatment from inmates including:
 1. All Treatment, Exams, and Procedures
- iii. Peer Review
 1. 10% of sick visits per contracted medical provider (not including Dental and Mental Health) will be peer reviewed yearly.
- iv. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.
- v. Develop and implement discharge planning policies and procedures
 1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.
- vi. Managements of Inmate Segregation
- vii. Policies and Procedures for Prenatal, Pregnant, and Postpartum Services.

h. Mental Health Policies and Procedures/Services

- i. Help implement informed consent documents for psychiatric medications as provided by contracted Pharmaceutical vendor.
- ii. Develop procedures for designation and training of healthcare personnel authorized to initiate and supervise telemedicine sessions.

- iii. Develop policy and process for obtaining and documenting informed consent.
- iv. Develop procedure for face-to-face contact between the inmate and licensed healthcare when telemedicine is not provided.
- v. Initiate procedures for mental health documentation and retrieval of health record.
- vi. Develop procedure for when health care needs exceed the capabilities of telemedicine.
- vii. Mental Health Contractor will be responsible for appropriate credentialing

- i. First Aid Kits

- i. Policy and Procedures to ensure regular routine inspections of first aid kits monthly

- j. Health Care Philosophy

- i. Develop policies and procedures to address informed consent, advanced directives, and end of life care

C. MEDICAL OVERSIGHT PROVIDED BY MEDICAL DIRECTOR

- a. Oversight of contracted medical services including on call service and sick visits.
 - i. Medical Documentation
 - ii. Policy and Procedure on appropriate medical documentation in accordance to Title 15 Code of Regulations
 - iii. Design and implementation of computer based documentation that meets Title 15 requirements
 - iv. Medical review of In-Custody Deaths
 - v. 10% per year of physician charts will be reviewed for quality measures

- b. Oversight of intake visits
 - i. Intake screening shall be performed for all inmates by a licensed registered nurse (RN) or (LVN) at the time of booking
 - ii. Document abnormal behaviors, state of consciousness, mental status, appearance, and other signs and symptoms, such as profuse sweating or tremors, offenders who are in obvious need of immediate medical attention will be referred for immediate medical care.
 - iii. Medical disposition, including referral of emergency care, referral for follow-up appointments including sick visit, early appraisal visit, mental health visit, or placement in population without early referral.
 - iv. Mandatory tuberculosis testing is started at this point of contact in accordance with State and local standards.
 - v. Documenting current medications and problem list
 - vi. Documenting deformities and disabilities that may require accommodations
 - vii. Document the types of alcohol/drugs used/abused, including mode of use, amount frequency, and date of last use
 - viii. Triage timing of Health Appraisal visit
 - 1. Based on complexity of medical history, number of medications and active medical problems

D. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

- a. Implement Health Appraisal. An appraisal will be performed by Medical Director in conjunction with nursing staff. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives; policies, and procedures for documenting goal achievements. Appraisal to be done within 180 days of booking. Timing will be determined by complexity of medical conditions.
 - i. Develop problem list with active medications
 - ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy

1. Women Health and Obstetric visits will require local hospital until adequate space is provided a correctional facility.
- iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.
 1. AIDS and Hepatitis treatment will be coordinated through local hospital
- iv. Measurements of height, weight, pulse, blood pressure, and temperature.
- v. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse
- vi. Dental problems and referral to dental consult for urgent dental needs
- vii. Body deformities, ease of movement, etc
- viii. Disabilities that may require accommodation
- ix. Mental health screenings will be conducted. Inmates with emergent needs will receive immediate care at local emergency department. Inmates with urgent needs will be referred for an assessment within 7days
- x. Appropriate use of controlled substances utilizing medical record, cures report, consultation with previous treating provider, and controlled substance count
 1. Methadone and Suboxone treatment, if to be continued, will be coordinated through public health
- xi. Medical examination, including examination of heart, lungs, abdomen, skin, and any other part of the body for which examination would be prudent based on patient specific history, risks, or other clinical indicators
- xii. Development and implementation of a comprehensive health services treatment plan based on previously identified problems.
- xiii. Coordinate and make arrangements, as indicated, for outside consultation services

- b. Wellness visits every 2 years
 - i. Visit addressing current standard of care screening and treatment of chronic disease
 - ii. Health maintenance visits as dictated by wellness visit (ex: hypertension, diabetes, etc)
- c. Communicable/infectious disease outbreak (for example a chicken pox, lice, or flu outbreak).
 - i. Policies, procedures and/or reports and notifications advising treatment plans.
 - ii. Reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.

EXHIBIT A

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of thirteen thousand five hundred and No/100 Dollars (\$13,500.00) per month.
2. Contractor shall be responsible for the cost of secretarial and clerical work.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, other contracted services as discussed, and medical supplies as discussed. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. County shall provide coverage and pay premiums for malpractice insurance covering all professional services by medical director provided under this agreement.
5. County shall be responsible for the service costs of contracted physicians, nurses, pharmacist, Dentist, optometry, and any specialty medical services needed.
6. Provide one subscription to Dragon Medical Practice Edition No 2 with Power Mic II. Estimated cost of \$1,900.
7. Provide lab top computer with Microsoft office, fax machine, and scanner that will aid the medical staff, nursing, and secretary to document and implement required changes.

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

MM2-137

CERTIFICATE OF COVERAGE

09/27/2017

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 P.O. BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE NO: 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY **A CSAC Excess Insurance Authority**

MEMBER

PLUMAS COUNTY
 ATTN: NICHOLAS POOLE
 PLUMAS COUNTY AUDITOR OFFICE
 520 MAIN STREET, ROOM 205
 QUINCY, CA 95971

COVERAGE AFFORDED BY **B**

COVERAGE AFFORDED BY **C**

COVERAGE AFFORDED BY **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	Medical Professional Services and Limited General Liability Claims Made	EIA 17 M2 CM 09	10/01/2017	10/01/2018	\$1,000,000 PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S DEDUCTIBLE AGGREGATE: NOT APPLICABLE SUBJECT TO A \$10,000 DEDUCTIBLE PER MEDICAL EVENT, EVENT OR OFFENSE

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS EVIDENCE OF COVERAGE ONLY.

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY
 C/O PLUMAS COUNTY
 ATTN: PATRICK BONNETT
 PLUMAS COUNTY AUDITOR OFFICE
 520 MAIN STREET, ROOM 205
 QUINCY, CA 95971

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

4.D3

PROFESSIONAL SERVICES AGREEMENT FOR NURSING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2018 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Bobbi May, A sole proprietor doing business as May Nursing Services.

WITNESSETH:

WHEREAS, County proposes to have Contractor perform nursing services at the Plumas County Correctional Facility as described herein below; and

WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Contractor desire to contract for specific services in connection with the scope of work described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. **Scope of Services.** Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. **Professional Practices.** All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. **Warranty.** Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the

services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00).

2.2 Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from the state or federal government, and/or appropriation of funds by these entities to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor shall submit invoices to County for approval and payment on a monthly basis. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

Contractor shall have the right to terminate this contract for convenience upon sixty (60) days prior written notice to the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional liability (i.e, "malpractice") insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said professional liability insurance during the life of this Agreement and, if said insurance is on a claims-made basis, for three years after completion of the work hereunder.

5.2. Additional Requirements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) 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.

- (f) 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..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.
- (j) Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement. 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.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor

may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Sheriff or his/her designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Intentionally Omitted.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Bobbi May
May Nursing Services
5938 Chandler Road
Quincy, CA. 95971

Tel: (530) 283-5154

IF TO COUNTY:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971

Tel: (530) 283-6375
Fax: (530) 283-6344
Attn: Dean Canalia

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or

employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the reasonable satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be

deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,
A political subdivision of the State of California

Jeff Engel
Chair, Board of Supervisors

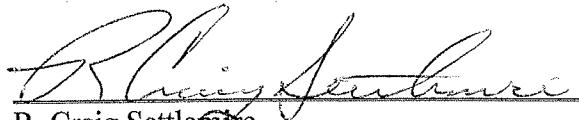
Date: _____

CONTRACTOR

Bobbi May, Owner
May Nursing Services

Date: _____

APPROVED AS TO FORM:



R. Craig Settemire
Plumas County Counsel

Date: 5/30/18

EXHIBIT A

SCOPE OF WORK

1. Purpose. To deliver quality, respectful medical services to inmates at the Plumas County Correctional Facility (“PCCF”).
2. Services to be provided. Contractor shall provide professional nursing services to the PCCF, as follows:
 - a. One (1) nurse shall be on duty and available to the jail Monday through Sunday (excluding holidays) between 7 a.m. and 12 p.m. (excluding a one-hour lunch-break) to provide daily “sick call”, set up medication to be dispensed throughout the day, dispense medications to inmates while at the facility during routine hours. Nurse shall handle all other tasks related to the provision of nursing services under this Agreement.
 - b. At least one (1) nurse shall be on-call at all other times, including holidays, to provide call-back nursing services as requested by the PCCF with reasonable response times.
 - c. County and Contractor shall coordinate to provide any necessary training to PCCF staff as to appropriate situations to request call-back nursing services.
 - d. Contractor shall ensure that the PCCF has the contact information, including telephone number, of the designated on-call nurse(s) at all times. If the designated on-call nurse does not respond, County may contact Contractor and request that a substitute on-call nurse respond.
 - e. All nurses shall be supervised by doctors associated with the North Fork Family Medicine practice group and the Medical director contracted by the county. Contractor shall enter into an appropriate agreement with North Fork Family Medicine to provide for such supervision. Nurses shall perform triage on medical requests from inmate patients and shall consult with physicians regarding care and treatment of inmate patients as is necessary and appropriate. Nurses shall oversee the dispensing of medications to inmate patients in accordance with physician orders.

EXHIBIT B

FEESCHEDULE

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Twenty Nine Thousand, One Hundred Sixty Six and 66/100 Dollars \$29,166.66 per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 6.4 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.

EXHIBIT C

CERTIFICATES OF INSURANCE



Office of the Sheriff 4D4

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: June 7th, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Items for the meeting of June 19, 2018

It is recommended that the Board:

Approve and sign contract #PCSO00050 between the Plumas County Sheriff's Office (PCSO) and Northfork Family Medicine in the amount of \$54,000.

Background and Discussion:

The term of this contract is 07/01/18-06/30/19. This purpose of this agreement with Northfork Family Medicine is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

PROFESSIONAL SERVICES AGREEMENT
FOR
CORRECTIONAL CENTER MEDICAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2018 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and NORTH FORK MEDICINE, a California general partnership ("Contractor").

WITNESSETH:

WHEREAS, County proposes to have Contractor perform medical services for the inmates of the Plumas County Correctional Center as described herein below; and

WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Contractor desire to contract for these specific services and to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless County

from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Intentionally Omitted.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform ancillary services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Fifty-Four Thousand and No/100 Dollars (\$54,000.00).

2.2 Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of California or the Plumas County Board of Supervisors. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Each invoice shall describe in detail the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of

four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. Each party reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective no sooner than 60 days after receipt of the notice of termination. In the event of such termination, the non-terminating party shall immediately stop rendering services under this Agreement unless directed otherwise by the terminating party.

4.3. Compensation. In the event of termination by the County, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles

with a minimum bodily injury limit of 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 fifty thousand dollars (\$50,000) per accident..

- (c) Workers' compensation insurance as required by the State of California.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.5 Malpractice insurance. The County shall procure and obtain medical malpractice liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate, to cover Contractor for all services provided in accordance with this Agreement. A Certificate of Insurance evidencing this insurance is attached hereto as Exhibit "C."

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The Sheriff or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

North Fork Family Medicine
1060 Valley View Drive
Quincy, CA 95971

Tel: (530) 283-5640
Fax: (530) 283-3541
Attn: Dr. Ross Morgan

IF TO COUNTY:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971

Tel: (530) 283-6375
Fax: (530) 283-6344
Attn: Sheriff

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors (but excluding employees of the Sheriff's Office of the County to the extent such Sheriff's Office employees may be considered employees, agents or subcontractors of Contractor) in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County

agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results

COUNTY INITIALS

under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect. This prohibition does not extend to contracting for services from the County or any County department or agency where such contract does not create any employer/employee relationship between Contractor and the County or any County employee.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS,
A political subdivision of the State of California

Jeff Engel
Chair, Board of Supervisors

Date: _____

CONTRACTOR

North Fork Medicine, a California general partnership

Ross E. Morgan, M.D.

Date: _____

Alexandra Hunt, M.D.

Date: _____

Erin Barnes, M.D.

Date: _____

Elizabeth Lewis, M.D.

Date: _____

APPROVED AS TO FORM:



R. Craig Settlemire
County Counsel

Date: 6/1/2018

EXHIBIT A

SCOPE OF WORK

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services or administrative services under the Agreement.

On-Call: Physicians shall provide on-call services between 5 p.m. and 8 a.m. Monday through Friday, as well as weekends and holidays. Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation.

Medical Evaluation: Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTS.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand.

Non-urgent issues shall generally be addressed by the jail nurse during normal "sick call" hours.

Supervision: Physicians agree to provide "sick call", "call-back" and "on-call" supervision to jail nurse via phone consultation.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Fridays at 8:00 a.m. but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications in conjunction with correctional officers.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc.) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

The contract reimbursement can be renegotiated after 6mos if new policies and procedures has impact on physician time spent providing correctional facility medical services.

EXHIBIT B

FEE SCHEDULE

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the Project Manager designated by the County at the address provided in Section 6.4 of this Agreement.
3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, and medical supplies not otherwise covered by this Agreement. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.
4. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.
5. County shall be responsible for the payment of any premiums for physician's malpractice insurance required under this Agreement , as well as the costs of all nursing services provided at the jail.

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

MM2-137

CERTIFICATE OF COVERAGE

09/27/2017

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 P.O. BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE NO: 0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY **A CSAC Excess Insurance Authority**

MEMBER

PLUMAS COUNTY
 ATTN: NICHOLAS POOLE
 PLUMAS COUNTY AUDITOR OFFICE
 520 MAIN STREET, ROOM 205
 QUINCY, CA 95971

COVERAGE AFFORDED BY **B**

COVERAGE AFFORDED BY **C**

COVERAGE AFFORDED BY **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	Medical Professional Services and Limited General Liability Claims Made	EIA 17 M2 CM 09	10/01/2017	10/01/2018	\$1,000,000 PER MEDICAL EVENT, EVENT OR OFFENSE EXCESS OF MEMBER'S DEDUCTIBLE AGGREGATE: NOT APPLICABLE SUBJECT TO A \$10,000 DEDUCTIBLE PER MEDICAL EVENT, EVENT OR OFFENSE

Description of Operations/Locations/Vehicles/Special Items:
 AS RESPECTS EVIDENCE OF COVERAGE ONLY.

Certificate Holder FOR THE PURPOSE OF EVIDENCE ONLY C/O PLUMAS COUNTY ATTN: PATRICK BONNETT PLUMAS COUNTY AUDITOR OFFICE 520 MAIN STREET, ROOM 205 QUINCY, CA 95971	Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.
	AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY

5B

RESOLUTION NO. 18 -

A RESOLUTION ADOPTING THE RECOMMENDED BUDGET FOR PLUMAS COUNTY AND THE DEPENDENT SPECIAL DISTRICTS THEREIN FOR FISCAL YEAR 2018-2019, IN ACCORDANCE WITH GOVERNMENT CODE §29064

WHEREAS, the Recommended Budget for FY 2018-2019 for Plumas County was prepared and distributed according to law, and a copy of the Proposed Budget is on file with the Clerk of the Board; and

WHEREAS, the Board of Supervisors now seeks to adopt the Recommended Budget in accordance with Government Code §29000 et. seq., and adopt recommended budgets for Special District for which the Board of Supervisors is the governing board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Plumas, State of California, as follows:

1. The recommended budget has been modified as the result of meeting with departments in order to constitute the Recommended Budget for FY 2018-2019 for Plumas County and those Special Districts governed by the Board of Supervisors.
2. A copy of the Recommended Budget shall be filed with the Clerk of the Board.
3. All Capital Improvement Projects and Fixed Asset Purchases in the General Fund are frozen until final adoption of the FY 2018-2019 Budget or until individually approved by the Board of Supervisors.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 19th day of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Jeff Engel, Chair

ATTEST:

Clerk of the Board



PLUMAS COUNTY BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5

MEMORANDUM

DATE: June 19, 2018
TO: Board Members
FROM: Supervisor Simpson
SUBJECT: RE-LOCATION AND RE-OPENING OF THE PLUMAS COUNTY LAW LIBRARY

The Plumas County Law Library has not been open to the public since 2010 for various reasons, including the limit of occupants on the 4th floor of the Plumas County Courthouse. In the last two years there have been ongoing efforts to find a way to open the law library again to the public.

The Goodwin Law Office next to the Plumas County Museum had been vacant for a long period of time. The Plumas County Museum Trustees approached Plumas County Supervisor Lori Simpson on the possibility that the county could rent the building for the law library and it would keep the historical "law" purpose of the building.

Many meetings ensued over the next two years involving Plumas County Museum Trustees, Plumas County Museum Director, Plumas County Law Library Trustees, Plumas County Counsel, both Superior Court Judges, Plumas County Facilities Directors, Plumas County Building Officials, and County Supervisor – District 4 and the following agreements (MOU & Lease) are ready for review and action by the Board of Supervisors.

Attached is a list of estimated costs of both Plumas County and Plumas County Museum Association from Kevin Correira, Director of Facility Services. The Law Library Trustees will also have required costs as they collect court fees for this purpose.



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Kevin Correira
Director

County Responsibility

1. Sidewalk and Ramp to rear door access 50ft with sprinkler modification	\$3,000	PC
2. Restroom sign to rear door of museum	\$ 450	PC
3. Electronic or Remote access ?	\$3,000	PC
4. Monthly Cleaning Expense	\$ 175	PC
	Total	<u>\$6,625 PC</u>

Museum Association Responsibility

1. ADA door installation with auto openers and switches	\$3,000	MA
2. Flooring/Carpeting	\$2,000	MA
3. Utilities	\$?	MA

Other Possible Costs

If ADA bathrooms are required double door and closer cost

Moving the library with helpers

Installation of video hardware?

Most of the book shelves along the wall on the 4th floor of the courthouse are built into the wall and are not easily moveable.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COUNTY OF PLUMAS AND THE PLUMAS COUNTY LAW LIBRARY BOARD OF TRUSTEES

This MEMORANDUM OF UNDERSTANDING (“MOU”) is dated and effective as of the _____ day of _____, 2018, by and between the COUNTY OF PLUMAS (the “County”), and THE PLUMAS COUNTY LAW LIBRARY BOARD OF TRUSTEES (“Trustees”). This MOU shall constitute the binding agreement of the Parties, subject to the terms, conditions and contingencies set forth herein.

RECITALS

This MOU is based on the following facts, understandings and intentions of the Parties:

- A. Business and Professions Code § 6300 *et. seq.*, provides for the establishment and administration law libraries in each county of the State of California.
- B. Pursuant to Business and Professions Code section 6301.5 the Plumas County Board of Supervisors adopted its Resolution No. 03-6890 reducing the number of Plumas County Law Library trustees to three (3), namely (1) a superior court judge designated by the presiding judge of the trial courts, (2) a member of the State Bar of California appointed by the majority of the superior court judges of Plumas County, and (3) the president of the Plumas Bar Association (or a designee of the president). All the judges of the Superior Court of the County of Plumas concur with Resolution No. 03-6890.
- C. Pursuant to Business and Professions Code § 6361, the County is required to provide sufficient quarters for the use of the law library upon request of the Trustees unless the Trustees have determined there are sufficient funds over and above those necessary for operation and maintenance expenses to provide for the library’s own quarters. No such determination has been made by the Trustees. The Plumas County Law Library (the “Law Library”) is currently housed in Room 414 of the Plumas County Courthouse, 520 Main Street, Quincy, Plumas County, California, and has been in that location for many years. However, Building Code requirements applicable to the Fourth Floor of the Plumas County Courthouse make it necessary to reduce the human occupancy load on that floor and one way to accomplish such a reduction is to relocate the Plumas County Law Library.
- D. The Historic Law Office at 514 Jackson Street, Quincy, California, owed by the Plumas County Museum Association, and located across the street from the Plumas County Courthouse, is available to serve as a new location for the Plumas County Law Library. The Parties agree that such a location is convenient to the needs of the Courts, the Bar, and public patrons of the Law Library.
- E. The County has traditionally provided administrative services to the Law Library. Many such services have been provided through the County Counsel’s Office. Such services

have included processing claims for payment of Law Library expenses from Law Library funds, and providing a librarian to staff the library when open to the public. Neither party has been able to locate documentation evidencing the terms and conditions upon which such services have been provided.

F. The Parties desire to enter into a formal agreement ratifying the actions of the County in the past administration of the Plumas County Law Library, setting forth the terms and conditions upon which the Law Library will be relocated to the 514 Jackson Street location, and the conditions upon which the County will provide future administrative services to the Law Library.

NOW, THEREFORE, in consideration of the mutual covenants, representations and other provisions contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. LAW LIBRARY QUARTERS:

- a. The County will provide quarters for the Law Library, including heat and lighting to such quarters. County will provide custodial services to the Law Library one day every other week.
- b. The parties agree that the Law Library shall be relocated to 514 Jackson Street, Quincy, California, (the "New Premises") subject to the following terms and conditions:
 - i. The County will lease the New Premises on the terms and conditions set forth in the attached "Lease 514 Jackson Street, Quincy, California" by and between the Plumas County Museum Association, Owner, and County of Plumas, Tenant, as set forth in Exhibit "A" attached hereto. County shall arrange for and pay the costs of "Tenant Improvements" as identified in the Lease. The Trustees hereby approve such Lease.
 - ii. The County will arrange for, and bear the cost of moving the Law Library's physical book collection, bookcases, table and chairs, and two computer workstations. The bookcases to be moved shall not exceed the capacity of the New Premises. The Trustees will be consulted on the layout of the bookcases and furniture at the New Premises. The Trustees shall designate the portion of the physical collection to be moved such that it shall not exceed the shelf space at the New Premises.
 - iii. Trustees shall select new floor coverings for the new premises, and reimburse the County in full for the cost of the floor covering and its installation.
 - iv. Trustees shall select and bear the cost of all new signage and its installation at the New Premises.

- v. Trustees shall select and pay for new equipment and supplies consisting of the following: two desktop computers and monitors, one printer, printer paper and supplies, and IT services necessary to set up and maintain such equipment.
- vi. In addition to maintaining the physical collection, Trustees shall arrange for and pay the costs of online, electronic, or other subscriptions such as Westlaw for two terminals, Nolo Press Online, and other miscellaneous titles.
- c. If it is necessary to relocate the physical quarters of the Law Library (such as due to the expiration of the Lease described in paragraph b.i), the County may, in its discretion, select and provide new quarters of sufficient size to house the Law Library's collection of materials. The parties agree that any location within the historic Plumas County Courthouse having the same area as the space in the New Premises is sufficient. If suitable space is not available in the Plumas County Courthouse without displacing existing County or Court offices or facilities, the County may provide new quarters for the Library giving priority to locations in County-owned or leased buildings having the closest proximity possible to the Plumas County Courthouse. If relocation of the Library is necessary, the County will provide, at County expense, the necessary labor and equipment to relocate the Library and set up the Library in new quarters ("relocation costs"). Except for relocation costs, this subparagraph is not intended to place any greater responsibility on the County than that required by Business and Professions Code section 6361.

2. ADMINISTRATIVE SUPPORT SERVICES PROVIDED BY COUNTY: Subject to reimbursement by the Trustees as provided in Paragraph 3.a, below, the County shall provide administrative support for the Law Library as follows:

- a. County will install an electronic door lock at the New Premises that is compatible with the system used in other County buildings that will allow for electronic or remote access to the New Premises. County personnel at the Museum will have the ability to remotely admit members of the public to the Law Library. County will bear the initial cost for the hardware, its installation, and initial setup of the system. Trustees shall reimburse County the cost to issue and reissue cards and to otherwise maintain the lock and system at the New Premises.
- b. As time allows, County personnel at the Museum will monitor the video cameras at the New Premises during such times as Law Library hours coincide with Museum hours of operation as described in paragraph c.i, below. If County personnel notice adverse activities by persons at the Law Library premises (such as theft/removal of Law Library materials/equipment or vandalism, County personnel shall notify the Trustees and/or law enforcement as may be appropriate. County personnel are not obligated to prevent such adverse activities. Because County personnel cannot monitor the video constantly and because it is expected that the Trustees will authorize the issuance of key cards allowing access to the Law Library at other times, County shall not be liable to the Trustees for any resulting loss. The Trustees shall obtain appropriate insurance at their own cost to insure against any property loss or damage. Alternatively, Trustees may request that County insure the Law Library premises and its contents against loss, for which Trustees shall reimburse the County the cost of such insurance coverage.

c. Hours of Operation or Access to the Law Library:

- i. Staffed Hours of Operation: The Parties agree that the Law Library shall be open to the public each day that the Plumas County Museum is open to the public. The Law Library will be closed to the public on weekends, holidays, County designated furlough days, County declared “snow days,” and on such days as may be necessary to accommodate Museum staff sick leave, vacations, and other authorized leave. Where possible, the Trustees will be given advance notice of such days the Museum staff is unavailable, so that the Trustees may make other arrangements for the staffing of the Law Library.
- ii. Responsibility for Access; Additional Access by Members of the Bar or Judiciary: Subject to the other terms of this agreement, the Trustees shall have overall responsibility for and control of library access. The Trustees may adopt reasonable rules related to access and use. Access by State Bar members and Judiciary may be by providing separate electronic keys to individual Bar members or Judiciary, or by providing an electronic key at a location as reasonably determined by the Trustees. The Trustees may change the locks or electronic key codes at any time, but shall not do so without prior written notice to the County, such notice to be given to the County Facility Services, who will also be provided with new keys in a manner that insures that access by the County is always available.
- iii. Additional Access by Trustees: Each of the Trustees shall be provided with electronic keys to access the Law Library at any time.

d. The County shall provide IT services to the Law Library upon request of the Trustees.

e. The County shall provide Internet access to the New Premises as may be available under the terms of the Lease described in paragraph b.i, above. Should such Internet service become unavailable, County will not be obligated to provide a substitute, but the Trustees may arrange for Internet services to the Law Library premises at the Trustee's sole cost and expense.

f. The County, through the County Treasurer's Office, shall keep all money collected for the Law Library in a trust fund or trust account separate and apart from other County funds, to be disbursed only by the Trustees pursuant to Business and Professions Code § 6320.

3. TRUSTEES' RESPONSIBILITIES: The Trustees shall:

- a. The Trustees shall reimburse the County on a monthly basis for the administrative services as set forth above. Such administrative costs shall include an allocation for overhead and other related costs as determined by the County's Cost Plan. County shall keep detailed and adequate time study records and other records of expenses in order to accurately determine the amount of the reimbursement to County. Provided, however, that there shall be no reimbursement for the space occupied by the Law Library as provided in Paragraph 1, above,

nor shall there be a reimbursement for the services of the County Auditor or Treasurer in performing the duties provided by Business and Professions Code sections 6320, 6325, or 6348.5.

- b. The Trustees shall hold regular meetings as provided by Business and Professions Code section 6304 and provide copies of the minutes of such meeting to the Clerk of the Board of Supervisors of County.
- c. The Trustees shall make and file an annual report as provided by Business and Professions Code section 6349.
- d. The Trustees shall prepare and adopt an annual budget for the Law Library as provided in the County Budget Act. Any request that the County augment the Law Library Trust Fund from the County's treasury shall be prepared and submitted to the County Budget Officer not later than May 15 preceding the beginning of the fiscal year. The amount of such augmentation, if any, shall rest in the sole and absolute discretion of the County's Board of Supervisors as provided in Business and Professions Code section 6324.

4. RIGHTS AND RESPONSIBILITIES RESERVED TO THE TRUSTEES: The Trustees shall be responsible for all other aspects of the Law Library operations not otherwise addressed in this MOU.

5. ACCOUNTING, SETTLEMENT, AND RELEASE: The County has provided the Trustees with printouts detailing all receipts and expenditures from the Law Library Trust fund from _____ to the effective date of this MOU. The Trustees have reviewed such printouts and have had an opportunity to review all the supporting documentation for such receipts and expenditures. The Trustees hereby agree to accept and approve such printouts and documentation as a full and complete accounting of the Law Library Trust Funds for such period and further ratify each and every such expenditure shown. Further:

- a. Each party, in consideration of the promises and concessions made by the other in this MOU, hereby compromises and settles any and all past, present, or future claims, demands, obligations, or causes of action, whether based on tort, contract, or other theories of recovery, which that party has or which may later accrue to or be acquired by that party against the other party and the other party's predecessors and successors in interest, heirs, and assigns, as well as past, present, and future agents, employees, affiliates, and partners, arising from the subject matters described in Recital paragraphs E and F. Each of the parties on behalf of himself, herself, or itself, that party's descendants, ancestors, dependents, heirs, executors, administrators, and assigns, partners, agents, servants, employees, representatives, assigns, and successors, hereby fully releases and discharges the other party and that other party's descendants, ancestors, dependents, heirs, executors, administrators, and assigns, partners, agents, servants, employees, representatives, assigns, and successors from all rights, claims, and actions which each party and the above-mentioned successors now have against the other party and the above-mentioned successors, stemming from the subjects and matters described in this paragraph and in Recital paragraphs E and F.

- b. Each party acknowledges and agrees that the release that party gives to the other party upon executing this Agreement applies to all claims for injuries, damages, or losses to that party's own person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which that party may have against the other party. Each party waives application of California Civil Code Section 1542.
- c. Each party certifies that the party has read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

and indicates that fact by initialing here:

TRUSTEES:

COUNTY:

- d. Each party understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if that party should eventually suffer additional damages arising out of the facts referred to in this Paragraph 5 and in Recital paragraphs E and F, that party will not be able to make any claim for those damages. Furthermore, each party acknowledges that the party consciously intends these consequences even as to claims for damages that may exist as of the date of this release but which he or she or it does not know exist, and which, if known, would materially affect that party's decision to execute this release, regardless of whether his or her or its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. IMPROVEMENT OF LAW LIBRARY: The County and the Trustees agree to continue to review Law Library facility, operational and staffing issues to identify potential opportunities for improvements or efficiencies.

7. TERM: The term of this agreement shall be on-going subject to the right of either party to terminate upon 90-days' notice.

8. SIGNATURES:

County of Plumas	Plumas County Law Library Board of Trustees
By: _____ Chair, Board of Supervisors	Janet Hilde, Trustee
Date: _____	Dated: _____

Approved as to Form:

R. Craig Settlemire,
Plumas County Counsel

Brett Cook, Trustee

Dated: _____

Peter Hentschel, Trustee

Dated: _____

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LEASE

“514 Jackson Street, Quincy, California”

By and between

Plumas County Museum Association, Owner

and

County of Plumas, Tenant

LEASE

THIS LEASE is entered into at Quincy, Plumas County, California, by and between PLUMAS COUNTY MUSEUM ASSOCIATION, a California non-profit corporation, hereinafter referred to as "Owner", and COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "Tenant" or "County."

1. PREMISES LEASED: The Owner leases to the Tenant, and the Tenant leases from the Owner, that certain property known as the "Historic Law Office", located at 514 Jackson Street, Quincy, Plumas County, California (the "Premises"), which property is more particularly described as follows:

See legal description attached hereto as Exhibit "A."

APN: 115-065-004

2. PURPOSE: The Tenant leases and rents said Premises for the following purpose: Use as the site of the Plumas County Law Library, and any other lawful related business. The Premises shall be used for no other purpose. Owner represents that the Premises may lawfully be used for such purpose.

3. TERM: The Premises are leased for a term of five (5) years, beginning May 1, 2018. Tenant shall have two (2) options to extend the term by five (5) years at the end of each term (or extended term as the case may be), as provided in Paragraph 25, below.

4. RENT: The Tenant agrees to pay and deliver to the Owner as rent, the sum of Seven Hundred and No/100 (\$700.00) per month. Rent shall be payable in lawful money of the United States on first day of each month. Tenant is given the option to extend the term on all the provisions contained in this lease, by giving notice of exercise of the option ("option notice") to Owner. Provided that, if Tenant is in default on the date of giving the option notice, the option notice shall be totally ineffective, or if Tenant is in default on the date the extended term is to commence, the extended term shall not commence and this lease shall expire at the end of the current term.

5. ACCEPTANCE OF PREMISES: Tenant's taking possession of the Premises on commencement of the term shall constitute Tenant's acknowledgment that the Premises are in good condition. Provided however, that Owner shall pay the cost to widen the rear door as necessary to provide ADA access to the Premises, and Owner shall pay any cost to extend Internet service to the Premises.

6. SECURITY DEPOSIT: Since Tenant is a public agency, no security deposit is required.

7. REPAIRS AND MAINTENANCE: Except as otherwise specifically provided

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in this Lease, Landlord covenants and agrees at Landlord's own cost and expense during the full term hereof, to keep and maintain the entire leased Premises, both the interior and exterior of the building and all improvements thereon, including but not limited to all pipes, wires, glass, plumbing, concrete, signs, etc. in good order and repair and in tenantable condition in as good condition as when leased.

8. UTILITIES AND OPERATING EXPENSES: Owner shall be responsible for payment of electricity, water, propane, internet service, for the Premises, and all other utility services or other services to the Premises with the exception of telephone service, janitorial service, and snow removal, which shall be paid by Tenant.

9. SIGNS: Tenant shall obtain the Owner's written consent for the installation of any and all signs for Tenant's business on the Premises, provided, however, that Owner shall not unreasonably withhold Owner's consent for reasonable and appropriate signs.

10. IMPROVEMENTS: The Tenant shall not make any alterations, redecorations, additions or improvements, structural or otherwise, in, to or upon the Premises without first obtaining the written consent of the Owner. Any and all authorized improvements made by the Tenant shall be at Tenant's sole cost and expense. The title to any and all permanent improvements placed upon the Premises shall immediately vest in the Owner. The foregoing does not apply to signs. Notwithstanding the foregoing, Owner hereby, consents to the following improvements that will be made by Tenant at Tenant's sole cost and expense:

10.1 **Sidewalk and/or Ramp to the Rear Entrance:** In order to meet ADA requirements, Tenant may construct a sidewalk and/or ramp to the rear door of the Premises and relocate any sprinkler lines.

10.2 **Signage:** Tenant may install appropriate signage directing traffic to the rear door.

10.3 **Door Locks:** Tenant may install new door locks to the Premises, including electronic locks providing remote access to the Premises.

10.4 **Bookshelves:** Tenant may relocate bookshelves from the existing Law Library on the Fourth Floor of the Plumas County Courthouse and install the same on the Premises, including anchoring the same to the walls and floor as may be necessary for safety purposes.

10.5 **Video Surveillance:** Tenant shall install video surveillance equipment. Tenant shall bear the labor cost of the installation and Owner shall pay the cost of the equipment hardware.

11. ALTERATIONS: Tenant shall not make any alterations other than those specifically provided in Paragraph 10 to the Premises with Owner's consent. Unless otherwise agreed in writing by the parties, any other alterations made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Owner can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations that Tenant has made to the Premises. If Owner so elects, Tenant at Tenant's cost shall restore the Premises to the condition designated by Owner in Owner's election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

If Tenant makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until two (2) days after Owner has received notice from Tenant stating the date the installation of the alterations is to commence so that Owner can post and record an appropriate notice of non-responsibility.

12. INSPECTION: Owner, its agents, attorneys or employees shall, at any and all reasonable times during the term hereof, be permitted and allowed to enter upon the Premises for the purpose of examining the same and for the further purpose of doing thereon whatever they may deem necessary for the protection and preservation of their interests and estate therein.

13. ASSIGNMENT AND SUBLEASING:

13.1 Restricted Transfers:

13.1.1 Consent Required; Definition of “Transfer”: Tenant shall obtain Owner’s written consent before entering into or permitting any Transfer. A “Transfer” consists of any of the following, whether voluntary or involuntary and whether effected by death, operation of law, or otherwise:

13.1.1.1 Any assignment, mortgage, pledge, encumbrance, or other transfer of any interest in this Lease;

13.1.1.2 Any sublease or occupancy of any portion of the Premises by any persons other than Tenant and its employees; and

13.1.1.3 Any of the changes (e.g., a change of ownership or reorganization) included in the definition of Transfer.

Any person to whom any Transfer is made or sought to be made is a “Transferee.”

13.1.2 Owner’s Remedies: If a Transfer fails to comply with this paragraph 13, Owner may, at its option, do either or both of the following: (a) void the Transfer or (b) declare Tenant in material and incurable default.

13.2 Transfer Procedure:

13.2.1 Transfer Notice: Before entering into or permitting any transfer, Tenant shall provide to Owner a written “Transfer Notice” at least forty-five (45) days before the proposed effective date of the Transfer. The Transfer Notice shall include all of the following:

13.2.1.1 Information regarding the proposed Transferee, including the name, address, and ownership of Transferee; the nature of Transferee’s business; Transferee’s character and reputation; and Transferee’s current financial statements (certified by an officer, a partner, or an owner of Transferee);

13.2.1.2 All the terms of the proposed Transfer, including the consideration payable by Transferee; the portion of the Premises that is subject to the Transfer (Subject Space); a general description of any planned alterations or improvements to the Subject Space; the proposed use of the Subject Space; the effective date of the Transfer; and a copy of all documentation concerning the proposed Transfer;

13.2.1.3 Any other information or documentation reasonably requested by Owner; and

13.2.1.4 An executed estoppel certificate from Tenant.

13.2.2 Limits of Consent: If Owner consents to any Transfer, the following limits apply:

13.2.2.1 Owner does not agree to waive or modify the terms and conditions of this Lease.

13.2.2.2 Owner does not consent to any further Transfer by either Tenant or Transferee.

13.2.2.3 Tenant remains liable under this Lease, and any guarantor of the Lease remains liable under the guaranty.

13.2.2.4 Tenant may enter into that Transfer in accordance with this Paragraph 13 if:

13.2.2.4.1 The Transfer occurs within six (6) months after Owner's consent;

13.2.2.4.2 The Transfer is on substantially the same terms as specified in the Transfer Notice; and

13.2.2.4.3 Tenant delivers to Owner, promptly after execution, an original, executed copy of all documentation pertaining to the Transfer in a form reasonably acceptable to Owner (including Transferee's agreement to be subject and subordinate to the Lease and to assume Tenant's obligations under the Lease to the extent applicable to the Subject Space).

13.2.2.4.4 If the Transfer occurs after six (6) months or the terms of the Transfer have materially changed from those in the Transfer Notice, Tenant shall submit a new Transfer Notice. A material change is one the terms of which would have entitled Owner to refuse to consent to the Transfer initially or would cause the proposed Transfer to be

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more favorable to Transferee than the terms in the original Transfer Notice.

13.2.3 Owner's Consent: Owner may not unreasonably withhold its consent to any proposed Transfer that complies with this Paragraph 13. Reasonable grounds for denying consent include any of the following:

13.2.3.1 Transferee's character, reputation, credit history, or business is not consistent with the character or quality of the Premises;

13.2.3.2 Transferee would be a significantly less prestigious occupant of the Premises than Tenant;

13.2.3.3 Transferee's intended use of the Premises is inconsistent with the Permitted Use or will materially and adversely affect Owner's interest;

13.2.3.4 Transferee's financial condition is or may be inadequate to support the Lease obligations of Transferee under the Transfer documents;

13.2.3.5 Transferee does not intend to occupy the entire Premises and conduct business there for a substantial portion of the term of the Transfer.

13.2.4 Owner's Written Response: Within a reasonable time after receipt of a Transfer Notice that complies with subsection 13.2.1, Owner shall approve or disapprove the proposed Transfer in writing.

13.2.5 Tenant's Remedies. If Owner wrongfully denies or conditions its consent, Tenant may seek only declaratory and injunctive relief. Tenant specifically waives any damage claims against Owner in connection with the withholding of consent.

13.2.6 Tenant's Indemnity: Tenant shall indemnify, defend, and hold harmless Owner from and against all Claims by any third party (including the proposed Transferee) arising out of or relating (directly or indirectly) to a proposed Transfer.

13.2.7 Right to Collect Rent: If this Lease is assigned, Owner may collect Rent directly from Transferee. If all or part of the Premises is subleased and Tenant defaults, Owner may collect Rent directly from Transferee. Owner may then apply the amount collected from Transferee to Tenant's monetary obligations under this Lease. Collecting Rent from a Transferee or applying that Rent to Tenant's monetary obligations does not waive any provisions of this Paragraph 13.

14. LIENS: Both parties promise and agree not to permit or allow the Premises or any part thereof to be liened by any person, firm or corporation for any purpose whatever, due to their non-payment or non-fulfillment of any obligation of the parties hereto, their agents, servants or employees.

15. LIABILITY AND INDEMNIFICATION: Tenant shall hold Owner harmless from all damages arising out of any damage to any person or property occurring in, on, or about the Premises, except that Owner shall be liable to Tenant for damage resulting from the acts or omissions of Owner or its authorized representatives. Owner shall hold Tenant harmless from all damages arising out of any such damage.

16. LIABILITY INSURANCE: During the lease term, Tenant shall, at Tenant's own expense, maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in California, that will insure Tenant and against liability for injury to person and property and for each of any person or persons occurring in or about the Premises. Each such policy shall be subject to approval by Owner as to form and as to insurance company. The liability coverage under such insurance shall not be less than \$1,000,000.00 for any one person injured or killed, not less than \$1,000,000.00 for any one accident, and not less than \$500,000.00 for property damage. Tenant shall provide Owner with copies or certificates of all policies, including in each instance an endorsement providing that such insurance shall not be canceled except after ten (10) days' notice to Owner.

17. OTHER INSURANCE MATTERS: All the insurance required under this lease shall:

17.1 Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.

17.2 Be issued as a primary policy.

17.3 Contain an endorsement requiring 30 days' written notice from the insurance company to both parties and Owner's lender before cancellation or change in the coverage, scope, or amount of any policy.

17.4 Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than 20 days before expiration of the term of the policy.

17.5 Self-insurance; Deductibles. All or any portion of the coverages Tenant is required to maintain under this Lease may be maintained under a program of Tenant self-insurance or under policies that include self-insured retentions or deductibles larger than those typically carried by similarly situated tenants. Before the Lease commencement date, Tenant shall advise Landlord of the self-insurance program, self-insured retentions, or deductibles. It is understood that if Tenant elects to self-insure as permitted above, Landlord shall have the same benefits and protections as if Tenant carried

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insurance with a third-party insurance company satisfying the requirements of this Lease (including, without limitation, waiver of subrogation provisions).

18. DESTRUCTION:

18.1 Repair of Damage by Landlord. Tenant agrees to notify Landlord in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (Casualty). If the Premises are damaged by a Casualty, and neither Landlord nor Tenant has elected to terminate this Lease under this Paragraph 18, Landlord shall promptly and diligently restore the Premises to substantially the same condition as existed before the casualty, except for modifications required by building codes and other laws. If Tenant requests that Landlord make any modifications to the tenant improvements in connection with the rebuilding, Landlord may condition its consent to those modifications on:

18.1.1 Confirmation by Landlord's contractor that the modifications shall not increase the time needed to complete the restoration of the tenant improvements; or

18.1.2 An agreement by Tenant that the additional construction period shall not extend the rent abatement period.

18.2 Repair Period Notice. Landlord shall, within sixty (60) days after the date of the Casualty, provide written notice to Tenant indicating the anticipated period for repairing the Casualty (Repair Period Notice). The Repair Period Notice shall be accompanied by a certified statement executed by a licensed contractor or architect mutually approved by the parties, certifying the contractor's or architect's opinion regarding the anticipated period for repairing the Casualty. The Repair Period Notice shall also state, if applicable, Landlord's election either to repair or to terminate the Lease under section 18.3.

18.3 Landlord's Option to Terminate or Repair. Landlord may elect either to terminate this Lease or to effectuate repairs if:

18.3.1 The Repair Period Notice estimates that the period for repairing the Casualty exceeds two hundred seventy (270) days from the date of the Casualty; or

18.3.2 The estimated repair cost of the Premises or the Building, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost.

Landlord's election shall be stated in the Repair Period Notice.

18.4 Tenant's Option to Terminate. If the Repair Period Notice provided by Landlord indicates that the anticipated period for repairing the Casualty exceeds two hundred seventy (270) days from the date of the Casualty, Tenant may elect to terminate this Lease by providing written notice (Tenant's Termination Notice) to Landlord within thirty (30) days after receiving the Repair Period Notice. If Tenant does not elect to terminate within this thirty day (30 day) period, subject to the next succeeding sentence, Tenant shall be considered to have waived the option to terminate. If, after three hundred sixty-five (365) days after the Casualty, the repairs are not substantially completed (as

defined in this Lease), Tenant shall have the right to terminate this Lease by written notice to Landlord given within fifteen (15) days after expiration of such three hundred sixty-five-day (365-day) period.

18.5 Rent Abatement Due to Casualty. Landlord and Tenant agree that Tenant's Rent shall be fully abated during the period beginning on the later of (a) the date of the Casualty or (b) the date on which Tenant ceases to occupy the Premises and ending on the date of substantial Completion of Landlord's restoration obligations as provided in this Paragraph (Abatement Period). If, however, Tenant is able to occupy and does occupy a portion of the Premises, Rent shall be abated during the Abatement Period only for the portion of the Premises not occupied by Tenant. Subject to subparagraph 18.4, the Rent abatement provided in this subparagraph 18.5 is Tenant's sole remedy due to the occurrence of the Casualty. Landlord shall not be liable to Tenant or any other person or entity for any direct, indirect, or consequential damage (including lost profits of Tenant or loss of or interference with Tenant's business), whether or not caused by the negligence of Landlord or Landlord's employees, contractors, licensees, or invitees, due to, arising out of, or as a result of the Casualty (including but not limited to the termination of the Lease in connection with the Casualty).

18.6 Damage Near End of Term. Notwithstanding any other provision of this Paragraph 18, if the Premises or the Building is destroyed or damaged by a Casualty during the last eighteen (18) months of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after the damage or destruction. If Tenant is not then in default under this Lease, however, Tenant may negate Landlord's election to terminate under this subparagraph 18.6 by electing, within ten (10) days after receipt of Landlord's termination notice, to exercise any unexercised option to extend this Lease. If Tenant negates Landlord's election, this Lease shall continue in effect unless Landlord has the right to, and elects to, terminate this Lease under subparagraph 18.3.

18.7 Effective Date of Termination; Rent Apportionment. If Landlord or Tenant elects to terminate this Lease under this Paragraph 18 in connection with a Casualty, the termination shall be effective thirty (30) days after delivery of notice of such election. Tenant shall pay Rent, properly apportioned up to the date of the Casualty. After the effective date of the termination, Landlord and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of this Lease.

19. PERSONAL PROPERTY TAXES, ASSESSMENTS, ETC.: Tenant shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the lease term upon Tenant's personal property installed or located on the Premises.

20. LEGAL COMPLIANCE: During the lease term, the Tenant agrees to comply with, and permit and allow no violation of any governmental (including municipal, county, district, state and federal) rule, regulation, ordinance or statute so far as the same pertains to or affects the Premises, or the use and occupancy thereof. Provided, however, that Owner shall be responsible

for the cost and procedures required to comply with the Americans with Disabilities Act (42 UCC sections 12101-12213) made necessary by Tenant's occupancy and activity on the Premises as a county law library. Should the costs of such compliance exceed the sum of One Thousand Dollars (\$1,000), Owner may, at Owner's option cancel this Lease, unless Tenant opts undertake the cost and procedures for compliance.

21. HAZARDOUS MATERIAL: Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Hazardous Material. As used in this Paragraph 21, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

21.1.1 Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675);

21.1.2 "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k);

21.1.3 Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

21.1.4 Petroleum products;

21.1.5 Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

21.1.6 Asbestos in any form or condition; and

21.1.7 Polychlorinated biphenyls (PCBs) and substances or compounds containing PCBs.

22. DEFAULT: In the event that the Tenant defaults in the payment of any rental or rentals hereinabove provided for, or if the Tenant defaults in the performance of, or breaches any of the promises, covenants, terms, or conditions herein contained, and such breach or default is not cured or corrected within fourteen (14) days after receipt of written notice thereof by the Owner to the Tenant, then the Owner may, at its option and election, in addition to any other remedy or remedies provided by law, cancel and terminate this lease forthwith, without further notice or demand, and in such event, any and all rentals, prepaid rentals or security deposits shall be

forthwith deemed forfeited by the Tenant to the Owner, and it shall be lawful for the Owner, its agents, attorneys or employees, to re-enter the Premises without further notice to the Tenant and to remove the Tenant and all persons and property therefrom.

23. EFFECT OF HOLDING OVER: If Tenant should remain in possession of the Premises after the expiration of the lease term or any renewal thereof and without executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions, and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

24. SURRENDER OF PREMISES: At the expiration of the term of this lease, or upon the earlier termination thereof for any reason, Tenant shall quit and surrender the Premises, broom clean, in good condition and repair, reasonable wear and tear, and damage by act of God excepted, together with all alterations, additions and improvements that may have been made in, to or on the leased Premises; provided, however, that the Tenant may remove all such goods and effect not the property of the Owner and in so removing such goods and effects Tenant shall repair any and all damage to the leased Premises caused by said removal and restore the leased Premises to their conditions prior to the installation thereof at Tenant's sole cost and expense prior to the end of the lease term. All property of Tenant remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Owner, and Tenant shall reimburse for the cost of such removal.

25. OPTION TO RENEW LEASE: At the expiration of the initial lease term or at the end of the first extended term, if this lease shall then be in full force and effect and the Tenant shall have fully performed all of its terms and conditions, Tenant shall have the option to renew this lease, upon the same terms and conditions, except for the provision for the basic rent set forth in paragraph 3 of this lease, for another term of five (5) years. The basic rental shall be left open to negotiation between the parties at the time of the exercise of said option to renew, but shall not exceed Seven Hundred Seventy and No/100 Dollars (\$770.00) per month for the initial extended term or not to exceed Eight Hundred Forty and No/100 Dollars (\$840.00) for the second extended term, and shall be payable in the same manner as provided in paragraph 4 of this lease. Tenant shall exercise the option to renew this lease by notifying Owner in writing at least ninety (90) days prior to the expiration of the initial or extended lease term.

26. CONSTRUCTION OF COVENANTS: Each term and each provision of this lease performable by Tenant shall be construed to be both a covenant and a condition.

27. NO WAIVER: One or more waivers by Owner of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. Owner's consent or approval shall not be deemed to waive or render unnecessary Owner's consent to or approval of any subsequent or similar act by Tenant.

28. ATTORNEY'S FEES: Should either party commence any legal action or proceeding against the other based on this lease, the prevailing party shall be entitled to an award of attorney's fees.

29. NOTICES: All notices, statements, demands, requests, consents, approvals,

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authorizations, offers, agreements, appointments, or designations under this lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Tenant: Plumas County Board of Supervisors
520 Main Street, Room 309
Quincy, CA 95971

With a courtesy copy to:

Plumas County Counsel
520 Main Street, Room 301
Quincy, CA 95971

To Owner: Plumas County Museum Association
500 Jackson Street
Quincy, CA 95971

30. SUCCESSORS: The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and permitted assigns of all the parties hereto.

31. TIME OF ESSENCE: Time is made expressly of the essence of this lease and each and every provision hereof.

Dated: _____, 2018

TENANT: County of Plumas A political subdivision of the State of California By: _____ Chair of the Board of Supervisors Approved as to form: _____ Plumas County Counsel	OWNER: Plumas County Museum Association A California non-profit corporation By: _____, President or CEO By: _____, Secretary
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