



BOARD OF SUPERVISORS

Vacant, 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, Vice Chair 3rd District
Lori Simpson, 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF JANUARY 21, 2020 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) BEHAVIORAL HEALTH

Approve and authorize the Chair to sign agreement, not to exceed \$10,000, between County of Plumas and a full-time employee of Plumas County Behavioral Health for the MHSA Workforce Education and Training Behavioral Health Employee Loan Assumption Program; approved as to form by County Counsel [View Item](#)

B) SOCIAL SERVICES

Authorize the Department of Social Services to recruit and fill vacant, funded and allocated 1.0 FTE in the Eligibility Specialist Supervisor series, created by resignation effective January 4, 2020

[View Item](#)

C) ELECTIONS

Approve and authorize the County Clerk-Registrar of Voters to sign a 90-day extension to contract ending on January 31, 2020, between County of Plumas and Pro Vote Solutions, for ballot printing services to cover the March 3, 2020 election; approved as to form by County Counsel [View Item](#)

D) COUNTY COUNSEL

Approve and authorize County Counsel to sign contract, effective January 21, 2020, between County of Plumas and Olsen Remcho, LLP for legal defense services [View Item](#)

2. **DEPARTMENTAL MATTERS**

A) **SHERIFF** – Todd Johns

Approve and authorize the Sheriff to sign contract, not to exceed \$129,308.45, between County of Plumas and Avtec LLC, to purchase and install a new dispatch radio console system (funded by State Homeland Security); approved as to form by County Counsel [View Item](#)

B) **BEHAVIORAL HEALTH** – Tony Hobson

Continued from January 14, 202, Adopt **RESOLUTION** authorizing the County of Plumas to Participate in the One-Time Whole Person Care Pilot Program, available to Counties that are Currently not Participating in the Whole Person Care Program; Fiscal Impact: Allocation of funding totaling \$408,491.08. **Roll call vote** [View Item](#)

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

Continued from January 14, 202, approve and authorize the Chair to sign Amendment No. 1, not to exceed \$35,000, between County of Plumas and Tyler Technology/Munis, subject to approval by County Counsel

3. **BOARD OF SUPERVISORS**

A. Presentation by Pacific Forest Trust regarding *Healthy Watersheds California* (HWC) initiative

B. Plumas County Public Defender:

- 1) Approve and authorize the Chair to sign amendment to contract terminating agreement between County of Plumas and Attorney Taj Gomes for public defender services, effective January 21, 2020
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Attorney Jacob Zamora for public defender services, effective January 21, 2020 [View Item](#)

C. Correspondence

D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

E. Appointments

FEATHER RIVER RESOURCE CONSERVATION DISTRICT

Appoint Bethany Johnson Howell to the Feather River Resource Conservation District Board of Directors, replacing Rhianna Dutra

NORCAL EMERGENCY MEDICAL SERVICES

Appoint Supervisor Kevin Goss to the Norcal Emergency Medical Services Board of Directors for 2020

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – County Counsel
- B. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- D. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. 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, February 4, 2020, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

PHONE (530) 283-6307 FAX (530) 283-6045

Tony Hobson, Ph.D., Director



Date: January 21, 2020

To: Honorable Board of Supervisors

From: Tony Hobson, Director

Item Description: Requesting the Board to approve and authorize the Chair to sign a Service Agreement in the amount of \$10,000 between the County and a full-time employee of Plumas County Behavioral Health for the MHSA Workforce Education and Training Behavioral Health Employee Loan Assumption Program.

Recommendation: It is respectfully requested that the Board of Supervisors approves and authorizes the Chair to sign a Service Agreement in the amount of \$10,000 between the County and a full-time employee of Plumas County Behavioral Health as part of the Department's *Mental Health Services Act (MHSA)* Behavioral Health Employee Loan Assumption Program, a Workforce Education and Training program (WET) described within the current, approved MHSA Program and Expenditure Plan, 2017-20.

Background: Plumas County has identified a need for greater local incentives to "grow our own" licensed behavioral health staff for hard-to-fill clinical and other positions. To broaden availability of the current statewide Mental Health Loan Assumption Program, the Behavioral Health Department offers a local incentive program to current eligible employees of the Department who have completed a degree toward licensure in hard-to-fill positions within the Department. Such positions may include, but are not limited to, those that require degrees that lead to employment of licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as psychiatric nurse practitioners and professional administrators – who choose to work for a local public mental health plan.

The program enrolls up to six full-time department employees through a competitive application process, for up to \$10,000/per year loan assumption paid by the Department for each full-time employee who has demonstrated completion of the equivalent of twelve continuous months of employment (2,080 hours). The mandated MHSA lifetime maximum per employee is \$60,000 combined, whether they apply for local WET funds or through the statewide competitive OSHPD program.

Local authority to develop a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850, which states, "Workforce Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level."

No General Fund monies will be used for this purpose. The Service Agreement has been approved to form by County Counsel.

Thank you.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Kristie Rood

Title/Position: Behavioral Health Therapist I/MSW Intern

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

On file with Department

(Financial Institution Name)

(Financial Institution Mailing Address)

(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payment(s) to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent, as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum at the time of submission of the employee's educational loan repayment statement for each year of service that the employee has met the annual full-time equivalent of hours.

Repayment of the educational loan shall cover the employee service period from June 23, 2018 to June 22, 2019. Amount of educational loan assumption to be made for this Service Agreement period shall not exceed Ten Thousand Dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period described in this Service Agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements;
- Am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my Service Agreement period; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the Service Agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



CERTIFICATION: I certify that I have discussed this Service Agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Kristie Rood

Print: Employee Name

Employee Signature

Date

COUNTY OF PLUMAS:

Tony Hobson, Ph.D.

Behavioral Health Director

Date

Jeff Enget Kevin Boss
Chair, Board of Supervisors

Date

APPROVED AS TO FORM:

A handwritten signature of Gretchen Stuhr.

Gretchen Stuhr

Deputy County Counsel

12/2/14

Date



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

NEAL CAIAZZO
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

DATE: JANUARY 8, 2020

TO: HONORABLE BOARD OF SUPERVISORS

FROM: NEAL CAIAZZO, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR JANUARY 21, 2020 CONSENT AGENDA

RE: APPROVAL TO FILL A VACANCY IN THE ELIGIBILITY SPECIALIST SERIES IN
THE DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacancy in the Eligibility Specialist Supervisor series following the resignation of the incumbent on January 4, 2020.

Background and Discussion

The Department of Social Services has been notified that an incumbent employee in the class of Eligibility Specialist Supervisor resigned from her position with the Department effective January 4, 2020. As is shown on the enclosed Table of Organization, the Eligibility Specialist Supervisor is the supervisor for a unit of seven Eligibility Specialists and a lead Eligibility Specialist. The staff in this unit processes applications and continuing eligibility for economic assistance programs such as CalFresh, Medi-Cal and county General Assistance. As your Board is aware, demands for these programs have been high due to the expansion of the Medicaid Program.

Financial Impact

There is no financial impact to the County's General Fund as a result of taking this action because all funds to support this position come from federal, state and Realignment sources. The position is funded in the Department's 2019-2020 adopted County budget.

Copies: PCDSS Management Staff
Ms. Nancy Selvage, Human Resources Director

Enclosures (2)

Position Classification: Eligibility Specialist Supervisor

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description:

This position is primarily responsible for supervising staff that perform eligibility determinations for the Medi-Cal, CMSP and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and County CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

Funding Sources: Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations.

Special Considerations: Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

Reason for the Vacancy: The reason for this vacancy is because the incumbent resigned from county service effective January 4, 2020.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Eligibility Specialist Supervisor

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

Answer: Yes. CalFRESH (Foodstamps), Medi-Cal and CMSP are state mandated/county administered public assistance programs. The Eligibility Specialist Supervisor provides supervisory oversight for employees performing these functions.

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

Answer: The position is funded in the current budget and has no General Funds associated with it.

- How long has the position been vacant?

Answer: The position became vacant effective January 4, 2020.

- Can the department use other wages until the budget is adopted?

Answer: No.

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

Answer: Other counties are structured in a very similar way – that is supervisory oversight is a feature of the unit designated organizational structure. The state approves appropriate classification levels.

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

Answer: The Department would not have a first line supervisor with oversight responsibility for the staff that performs eligibility determinations for CalFRESH, Medi-Cal and CMSP.

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

Answer: We will not expend state funds that have been allocated to perform this work and Realignment dollars will be disbursed to cover the allocated overhead for other programs costing the Department money.

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

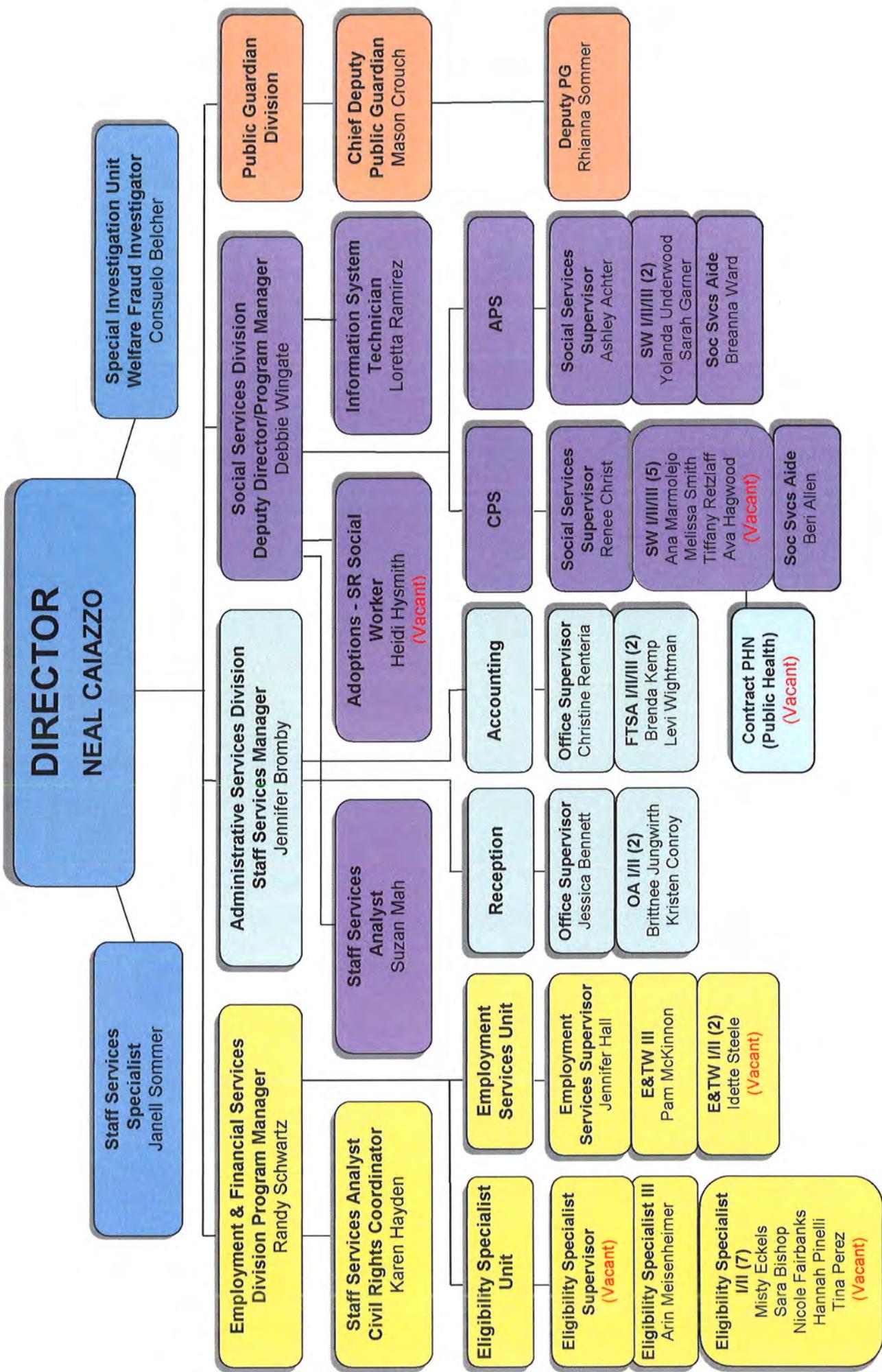
- Does the budget reduction plan anticipate the elimination of any of the requested positions?

Answer: No.

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

Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



PLUMAS COUNTY CLERK~RECORDER

Recorder Division (530) 283-6218
Elections Division (530) 283-6256



lc

520 Main Street, Room 102, Courthouse
Quincy, CA 95971 Fax: (530) 283-6155

DATE: January 2, 2020

Kathy Williams
Clerk - Recorder
Registrar of Voters
gkwy
kathywilliams@countyofplumas.com

TO: Honorable Board of Supervisors, Plumas County

Julie Hagwood
Assistant
juliehagwood@countyofplumas.com

FROM: Kathy Williams, Plumas County Clerk-Recorder

SUBJECT: ProVote Solutions Printing Contract Extension

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a 90 day extension to the current contract ending on January 31, 2020 with Pro Vote Solutions for ballot printing services to cover the March 3, 2020 election.
2. Authorize the County Clerk - Registrar of Voters to sign the contract extension.

BACKGROUND AND DISCUSSION:

The current contract with ProVote Solutions covers a period of February 1, 2019 through January 31, 2020. This is a 90 day extension to cover the period of time needed to conduct the March 3, 2020 Primary Election.

ProVote Solutions is one of the few printers certified by the California Secretary of State for official ballot printing.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND PROVOTESOLUTIONS

This First Amendment to Agreement ("Amendment") is made on January 21, 2020, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and PROVOTESOLUTION ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

- a. PLUMAS COUNTY and PROVOTESOLUTIONS have entered into a written Agreement dated February 1, 2020, (the "Agreement"), in which PROVOTESOLUTIONS agreed to provide comprehensive ballot printing Vote by Mail services to Plumas County.
- b. Because the contract currently expires on January 31, 2020 and another election is in March of 2020 the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

- a. Paragraph 3 is amended to read as follows:

Term. The term of this agreement shall be from February 1, 2019 to March 31, 2020, unless terminated earlier as provided herein.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated February 1, 2019, shall remain unchanged and in full force and effect.

CONTRACTOR

ProVoteSolutions

By: _____
Name: Cris Highnote
Title: Vice President of Sales
Date signed:

COUNTY

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

By: _____
Name: Kathy William
Title: County Clerk/Registrar of Voters
Date signed:

ATTEST:

By: _____
Nancy DaForno
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Plumas County Counsel

By:  1/14/2020
Gretchen Stuhr
Deputy County Counsel



OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS

Plumas County Courthouse
520 Main Street, Room 301
Quincy, California 95971-9115

R. CRAIG SETTLEMIRE
COUNTY COUNSEL
GRETCHEN STUHR
DEPUTY COUNTY COUNSEL
Sara James
DEPUTY COUNTY COUNSEL

Phone: (530) 283-6240
Fax: (530) 283-6116

1D

January 14, 2020

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: Gretchen Stuhr, *Deputy Plumas County Counsel*

Gretchen Stuhr

SUBJECT: Approval of Agreement Between County of Plumas, et al and Olson Remcho, LLP Adding Plumas County to the Consortium.

Background:

BNSF Railroad Company filed a complaint in the United States District Court for the Northern District of California on or about November 4, 2019 naming several counties as Defendants. The defendant counties wish to engage Olson Remcho, LLP for representation in the federal district court.

Proposal:

The County Counsel's office proposes the County enter into Agreement with Olson Remcho, LLP for the defense of the county's interest in federal district court. Olson Remcho, LLP have experience in handling complex tax proceedings, such as those involved in BNSF Railroad Company complaint. Moreover, to date, approximately fourteen other counties have joined in the agreement for joint representation.

Under the terms of the Agreement, the cost of representation the case is \$425 per hour for partners. This cost would be shared equally by all the counties who have joined the Committee, to date approximately fourteen. Thus, the cost to Plumas County will be much smaller than if we attempted to retain counsel on our own. Based on the current number of counties and the hourly cost, Plumas County's estimated hourly cost would be approximately \$30 per hour. The cost for paralegal services would be approximately \$10.71 per hour.

Action:

It is recommended that the Board of Supervisors approve the Agreement.

AGREEMENT BY AND BETWEEN
ALAMEDA COUNTY, CONTRA COSTA COUNTY,
FRESNO COUNTY, KERN COUNTY, KINGS
COUNTY, MADERA COUNTY, MERCED COUNTY,
ORANGE COUNTY, PLUMAS COUNTY, RIVERSIDE
COUNTY, SAN BERNARDINO COUNTY, SAN
JOAQUIN COUNTY, STANISLAUS COUNTY AND
TULARE COUNTY AND OLSON REMCHO, LLP
FOR PROFESSIONAL LEGAL SERVICES

**AGREEMENT WITH OLSON REMCHO, LLP
FOR PROFESSIONAL LEGAL SERVICES**

This Agreement for Professional Legal Services (this "Agreement") is by and between Alameda County, Contra Costa County, Fresno County, Kern County, Kings County, Madera County, Merced County, Orange County, Plumas County, Riverside County, San Bernardino County, San Joaquin County, Stanislaus County and Tulare County, political subdivisions of the State of California (individually referred to as "County" and collectively referred to as "Counties"), on the one hand, and Olson Remcho, LLP ("Attorneys"), on the other hand. Counties and Attorneys are sometimes collectively referred to as "Parties" and individually as "Party." This Agreement will become effective as to each County upon the County's return of a signed copy of this Agreement, and Attorneys will be obligated to provide legal services for that County on and after January 1, 2020.

RECITALS

WHEREAS, the Counties desire to contract for professional legal services relating to representation in a federal lawsuit challenging the Counties' collection of property taxes utilizing the Unitary Tax Rate; and

WHEREAS, Attorneys provide professional legal services in the area of property tax to municipalities, and are particularly qualified to perform required services due to their legal competence and expertise; and

WHEREAS, Counties desire to retain Attorneys' services in connection with the Scope of Services provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Services:** The Scope of Services for this Agreement is attached hereto and incorporated herein by this reference as Attachment A.
2. **Compensation:** The compensation to be paid to Attorneys for performing services in accordance with this Agreement is specified in Attachment B-2, which is attached hereto and incorporated herein by this reference, and includes full compensation for providing all services performed under this Agreement. The list of Attorneys' personnel classifications under this Agreement and their respective hourly rates are set forth on Attachment B-2, which classifications may be amended from time to time as necessary through letter agreements between the Attorneys and the Counties. However, the approved hourly rates set forth in this Agreement may not be amended or increased without approval of the board of supervisors for each County.
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment B hereto.
4. **Agreement Term:** The effective date for each County shall be the date that County executes the Agreement. The Agreement shall continue until completion of the matters for

which Attorneys have been retained, unless sooner terminated as provided herein.

5. Professional Conflict of Interest: Without limitation as to, or alteration of, obligations otherwise imposed on Attorneys with respect to each County under the Rules of Professional Conduct or under law, Attorneys shall not simultaneously represent any client who is adverse to any County(ies). If Attorneys desire employment which is or may be adverse to any County(ies) Attorneys shall transmit a statement of such desire to the applicable County(ies) prior to undertaking such employment. The statement shall include a description of the employment and the reasons, if any, why County(ies) should consent. The County(ies) will follow its/their applicable Conflict of Interest Policy, if any, in approving or denying such request.

6. General Conflicts of Interest: The Attorneys shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Counties or any County. This obligation shall apply to the Attorneys; the Attorneys' employees, agents, and relatives; sub-tier Attorneys and third parties associated with accomplishing services hereunder. The Attorneys' efforts shall include, but not be limited to establishing precautions to prevent their employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the Counties or any County. The Attorneys shall not, during the period of this Agreement, employ or offer employment to an employee of any of County for any purpose.

7. Confidentiality and Communication with Counties: Attorneys shall maintain the confidentiality of all information which they may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal and State laws, the laws of each County, regulations, ordinances and directives relating to confidentiality, including the Code of Professional Responsibility. Attorneys shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Attorneys recognize that their relationship with Counties and their agents and employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through the Counties is confidential and privileged. Attorneys warrant that outside of the Scope of Services they shall not disclose or use in any manner whatsoever any of the information from Counties' officers, employees, and agents in connection with said relationships or proceedings. Attorneys understand that the County Counsel for each County is the legally empowered legal representative of that County and its officers and employees and Attorneys shall not without specific direction from the County Counsel for a County communicate with, advise or represent that County's officers or employees. This provision shall not apply to communications between Attorneys and members of the County's Board of Supervisors. These confidentiality obligations shall survive this Agreement's termination or expiration.

Attorneys and the Counties participating in this litigation have entered into a Joint Defense Agreement to avoid any waiver of the confidentiality of privileged communications in documents, verbal or written communication, or work product, or any other interaction between counsel and their respective clients, agents, or staff, while pursuing their common legal and strategic interests.

8. Independent Contractors: Attorneys shall be considered as independent contractors and neither Attorneys, its employees nor anyone working under Attorneys shall be considered an agent or an employee of the Counties or any County. Neither Attorneys, their employees nor anyone working under Attorneys shall qualify for workers' compensation or other fringe benefits of any kind through any County.

9. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by Attorneys without the express written consent of Counties. Any attempt by Attorneys to assign or sub-contract the performance or any portion thereof of this Agreement without the express written consent of Counties shall be invalid and shall constitute a material breach of this Agreement. However, Attorneys may retain consultants or experts as Attorneys deem appropriate after receiving written approval from an Attorney Representative for the Counties. (see Attachment B).

10. **Performance:** Attorneys shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to Counties' satisfaction. Attorneys shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Attorneys under this Agreement. Attorneys shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, materials, and supplies necessary therefore; shall at their sole expense obtain and maintain all permits and licenses required by public authorities, including those of Counties required in their governmental capacity, in connection with performance of the services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors.

11. **Compliance with Laws:** Attorneys represent and warrant that services to be provided under this Agreement shall fully comply, at Attorneys' expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Counties. Attorneys acknowledge that Counties are relying on Attorneys to ensure such compliance, and pursuant to the requirements of section 15 below, Attorneys agree that they shall defend, indemnify and hold Counties and Counties' Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

12. **Attorneys Personnel:** Attorneys warrant that all Attorneys' personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the Counties. Counties expressly retain the right to have any of the Attorneys' personnel removed from performing services under this Agreement to Counties. Attorneys shall effectuate the removal of the specified Attorneys personnel from providing any services to the Counties under this Agreement within one business day of notification by an Attorney Representative for the Counties. An Attorney Representative for the Counties shall submit the request in writing to the Attorneys. The Counties are not required to provide any reason, rationale or additional factual information if they elect to request any specific Attorneys' personnel be removed from performing services under this Agreement.

Attorneys' Supervising Attorney for this Agreement shall be **Margaret Prinzing**. Attorneys' Supervising Attorney shall have full authority to act for Attorneys on all daily operational matters under this Agreement and shall serve as or designate lead counsel ("Lead Counsel") for all activities performed under the scope of services described below. Designation of Lead Counsel shall be subject to written approval from an Attorney Representative for the Counties. Any change in Attorneys' Supervising Attorney shall be first authorized in writing by an Attorney Representative for the Counties.

The Counties will designate one or more Attorney Representatives who will serve as the Attorneys' primary point(s) of contact for the Counties. The Counties' designated Attorney Representative(s) shall be provided by the Counties within 45 days after the first County enters into this Agreement. Until the designated Attorney Representative(s) are named, the County

Counsel for each County that has executed the Agreement, or designee, will have the powers of an Attorney Representative. Each Attorney Representative shall have authority to act for Counties, within the scope of his or her authority, on all daily operational matters under this Agreement and shall review and approve all Attorneys' reports, whether written or verbal, and any change in Attorneys' Supervising Attorney or Lead Counsel. Whenever the Counties designate an Attorney Representative or makes a change to the Attorney Representatives, the Counties shall notify Attorneys in writing.

13. **Reports/Meetings:** The Attorneys shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. The Counties and the Attorneys will meet on reasonable notice to discuss the Attorneys' performance and progress under this Agreement. If requested, the Attorneys' personnel shall attend all meetings. The Attorneys shall provide such information that is requested by the Counties for the purpose of monitoring progress under this Agreement.

14. **Patent/Copyright Materials/Proprietary Infringement:** Attorneys shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Attorneys warrant that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Attorneys agree that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend and hold Counties Indemnitees (as defined below) harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

15. **Indemnification:** Attorneys agree to indemnify, defend with counsel approved in writing by an Attorney Representative, and hold harmless Counties, their respective elected and appointed officials, officers, employees, agents and those special districts and agencies for which a County's board of supervisors acts as the governing board ("Counties' Indemnitees") from any and all claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the negligent performance of services pursuant to this Agreement. If judgment is entered against Attorneys and one or more County(ies) (or any of the Counties' Indemnitees), by a court of competent jurisdiction because of the concurrent active negligence of Attorneys and one or more County(ies) or Counties' Indemnitees, Attorneys and Counties agree that liability will be apportioned as determined by the court. Attorneys and Counties shall not request a jury apportionment.

16. **Insurance Provisions:** Prior to the provision of services under this Agreement, Attorneys agree to purchase all required insurance at Attorneys' expense and to deposit with the Counties Certificates of Insurance, including all endorsements required herein, necessary to satisfy the Attorney Representatives for the Counties that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the Counties during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of Attorneys pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Attorneys.

If Attorneys fail to maintain insurance acceptable to Counties for the full term of this contract, Counties may terminate this contract. The insurance provisions below are general provisions relating to insurance. Individual Counties may require specific insurance requirements to be met, which requirements shall be specified in a separate letter agreement between Attorneys and the County and be incorporated into this Agreement.

A. Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

the state of California (“California Admitted Carrier”) or have a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management of each County retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

B. Self-Insured Retentions

All self-insured retentions (“SIRs”) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a “0” by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

C. Required Coverage

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicle	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

Formatted: Font: Not Bold
Formatted: Font: Not Bold

D. Commercial General Liability Policy

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming each County, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by each County shall be excess and non-contributing.

E. Automobile Liability Policy

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

F. Professional Liability Coverage

If Attorneys' Professional Liability policy is a "claims made" policy, Attorneys shall agree to maintain professional liability coverage for two (2) years following completion of Agreement.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

G. Waiver of Right of Subrogation

All insurance policies required by this Agreement shall waive all rights of subrogation against each County and each County's members of the board of supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against each County, and each County's members of the board of supervisors, its elected and appointed officials, officers, agents and employees.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

H. Notice of Cancellation

All insurance policies required by this Agreement shall give each County thirty (30) days' notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

I. Insurance Certificates

Insurance certificates should be forwarded to County Counsel for each County at the addresses listed for Notices in this Agreement.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

J. Change in Coverage Requirements

Each County expressly retains the right to require Attorneys to increase insurance of any of the above insurance types throughout the term of this Agreement to adequately protect its interests.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

An Attorney Representative for the Counties shall notify Attorneys in writing of changes in the insurance requirements. If Attorneys do not deposit copies of acceptable certificates of insurance and endorsements with each of the Counties incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to Attorneys, and each County shall be entitled to all legal remedies.

K. Procuring of Insurance Is Not a Limitation of Liability

The procuring of such required policy or policies of insurance shall not be construed to limit Attorneys' liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

17. **Ownership of Documents:** All documents, reports and other incidental or derivative work or materials furnished under this Agreement by the Counties or the Attorneys may be used by the Counties or any County as required without additional cost to the Counties or County. None of the documents, reports and other incidental or derivative work furnished by the Counties shall be used by the Attorneys without the express written consent of the Counties.

18. **Title to Data:** All materials, documents, data or information obtained from the data files of the Counties or any County or any medium furnished to Attorneys in the performance of this Agreement by the Counties or any County will at all times remain the property of the entity that furnished the data or information. Such data or information may not be used or copied for direct or indirect use by the Attorneys after completion or termination of this Agreement without the express written consent of the Counties. All materials, documents, data or information, including copies, must be returned to Counties at the end of this Agreement.

19. **Records:** Attorneys shall keep an accurate record of time expended by Attorneys and the subcontractors working for Attorneys in the performance of this Agreement. Such record shall be available for periodic inspection by the Counties or any County at reasonable times.

20. **Audits/Inspections:** Attorneys agree to permit the Auditor-Controller for any County or that Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by a County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Attorneys for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Attorneys will be provided reasonable notice of such an audit or inspection.

Counties and each County reserve the right to audit and verify Attorneys' records before final payment is made.

Attorneys agree to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated under this Agreement or by law. Attorneys agree to allow interviews of any employees or others who might reasonably have information related to such records. Further, Attorneys agree to include a similar right to Counties and any County to audit records and interview staff of any subcontractors related to performance of this Agreement.

Should Attorneys cease to exist as a legal entity, Attorneys' records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to an Attorney Representative for the Counties.

21. **Termination for County's Convenience:** Services performed under this Agreement may be terminated in whole or in part at any time by the Counties or by any County, when the Counties or County deem(s) termination of this Agreement to be in their/its best interests. An Attorney Representative on behalf of the Counties or the County Counsel for a County, or designee, on behalf of a County, shall terminate services by delivering to Attorneys a written

Termination Notice specifying the extent to which services are terminated and the effective termination date. If a Termination Notice is received by one or more, but not all, of the Counties, Attorneys shall continue performing services for the remaining, non-terminating Counties. After receiving a Termination Notice, and unless otherwise directed by the Counties or County, Attorneys shall:

- a) Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b) Complete services not terminated by the Termination Notice.
- c) Complete and submit a written closing report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with Attorneys (including a discussion of applicable law), a list and description of all scheduled meetings, court appearances or matters which Attorneys were to attend, and an assessment of the accomplishments of Attorneys' engagement.
- d) Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If Attorneys fail to submit a final billing within the time allowed, Counties or County may determine, on the basis of available information, the amount, if any, due to Attorneys. After Counties or County makes a determination, the Counties or County shall pay Attorneys that amount. The Counties' or County's determination shall be final.
- e) Provide an Attorney Representative for the Counties or County Counsel, or designee, for any County, with copies (electronic and hard copies) of all files and attorney work product for any matters for which Counties retained Attorneys. This includes any computerized index, computer programs and document retrieval systems created or used for the matters. When instructed by an Attorney Representative for the Counties or County Counsel, or designee, for any County, Attorneys shall file with the court the appropriate substitution of counsel.

22. **Breach of Agreement:** The failure of Attorneys to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a) Counties or any County may send Attorneys written notice of the breach and provide Attorneys with ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b) Counties may discontinue payment to Attorneys for and during the period in which Attorneys are in breach; and offset against any monies billed by the Attorneys but yet unpaid by the Counties those monies disallowed pursuant to the above; and/or
- c) Counties or County may terminate the Agreement immediately, without penalty to Counties or County.

23. **Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach, or the rights of any other Party with respect to such breach.

24. **Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by any Party to any other remedies provided by law.

25. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid. The contact information for each County is set forth on Attachment E, which may be amended to update attorney contact information upon written notice from an Attorney Representative for the Counties. The contact information for Attorneys is the following:

Name:	<i>Olson Remcho, LLP</i>
Address:	1901 Harrison St #1550 <i>Oakland, CA 94612</i>
Attn.:	<i>Margaret Prinzing</i>
Title:	<i>Partner</i>
Phone:	510-346-6200
Fax:	510-346-6201
email:	mp@rjp.com

26. **County Child Support Enforcement:** In order to comply with child support enforcement requirements of each County, within thirty (30) days of the effective date of this Agreement, Attorneys agree to furnish to each County a fully completed and executed certification in the form of Attachment D. It is expressly understood that this data will be transmitted to government agencies charged with the establishment and enforcement of child support orders, and for no other purposes.

Failure of the Attorneys to timely submit the data and/or certification required above or to comply with all Federal and State reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Agreement. Failure to cure such breach within sixty (60) calendar days of notice from a County shall constitute grounds for that County's termination of this Agreement.

27. **Employee Eligibility Verification:** Attorneys warrant that they fully comply with all Federal and State statutes and regulations regarding the employment of aliens and others and that all Attorneys' employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Attorneys shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 *et seq.*, as they currently exist and as they may be hereafter amended. Attorneys shall retain all such documentation for all covered employees for the period prescribed by the law. Attorneys shall indemnify, defend with counsel approved in writing by each County, and hold harmless, the Counties and Counties' Indemnitees from employer sanctions and any other liability which may be assessed against Attorneys or the Counties/Counties' Indemnitees or both in connection with any alleged violation

of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

28. **Entire Agreement:** This Agreement, including Attachments A, B, C, D, and E which are attached hereto and incorporated herein by this reference, contains the entire Agreement between the Parties with respect to the matters herein, and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein.

29. **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Notwithstanding the foregoing, a County may enter into a separate agreement with Attorneys modifying or supplementing the terms of this Agreement, provided that such separate agreement does not conflict with the best interests of Counties or any other County.

30. **Governing Law and Venue:** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another venue.

31. **Appropriation/Contingency of Funds:** This Agreement is subject to and contingent upon applicable budgetary appropriations being approved by the board of supervisors for each County for the fiscal years covered by the Term of this Agreement. If such appropriations are not approved by the board of supervisors for a County, the Agreement will be immediately terminated with respect to that County and without penalty to that or any other County.

32. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes California state sales or use tax applicable now or in the future.

33. **Change of Ownership:** Attorneys agree that, if there is a change or transfer in ownership of Attorneys' business prior to completion of this Agreement, the new owner(s) or successor(s) to Attorneys shall be required to provide documentation satisfactory to Counties and any County that the new owner(s) or successor(s) have assumed and will assume Attorneys' duties and obligations contained in this Agreement, and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).

34. **Publication:** No copies of schedules, written documents, or computer-based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by Attorneys and/or anyone acting under the supervision of Attorneys to any person, partnership, company, corporation, or agency, without prior written approval by Counties through an Attorney Representative for the Counties, except as necessary for the performance of the services of this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be published only by the Counties unless otherwise agreed to by the Parties.

35. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

36. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

37. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day(s), unless otherwise expressly provided.

38. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

39. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.

40. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Agreement by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

41. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

42. **Joint Representation.** Counties will endeavor to reach decisions affecting this litigation by consensus, and Attorneys will use their best efforts to provide Counties with all reasonably available information and reasonable time to reach consensus on all material decisions. If Counties are unable to reach consensus on a particular decision, other than settlement or dismissal, Attorneys will proceed according to the decision reached by a majority of the Counties then participating in the litigation. Decisions about settlement or dismissal will be made by consensus of all Counties then participating in the litigation.

Attorneys have informed Counties that the representation of multiple interests has implications that should be considered. Cases of joint representation may result in a waiver of the attorney-client privilege with respect to communications between the Parties. Joint representation may also lead to potential or actual conflicts of interests between the Parties. After discussing this matter with each of the Counties specified above, Attorneys agree that the interests of the Counties do not differ and that joint representation is appropriate. If any County subsequently comes to believe that a conflict has developed, that County will promptly advise Attorneys in writing. Likewise, Attorneys will promptly advise Counties in writing if Attorneys come to believe that a conflict has developed. In such event, Attorneys might have to withdraw as the counsel for the Counties or a County, if Attorneys' ability to exercise their independent professional judgment on behalf of any County would be adversely affected. Counties agree that, in the event Attorneys withdraw from representing any County, that County will not seek to

disqualify Attorneys from continuing to represent any other client.

SIGNATURES ON FOLLOWING PAGE

The Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Dated: January ___, 2020

ATTORNEYS:

Olson Remcho, LLP

By: _____
Margaret R. Prinzing, Partner

DATED: January ___, 2020

DONNA R. ZIEGLER
County Counsel, County of Alameda

By: _____
FARAND C. KAN
(State Bar No. 203980)
Deputy County Counsel, County of Alameda
1221 Oak Street, Suite 450
Oakland, California 94612
Telephone: (510) 272-6700
Facsimile: (510) 272-5020
farand.kan@acgov.org

Attorneys for Defendant County of Alameda

DATED: January ___, 2020

SHARON L. ANDERSON
Contra Costa County Counsel

By: _____

Rebecca J. Hooley
(State Bar No. 212881)
Deputy County Counsel, Contra Costa County
651 Pine Street, 9th Floor
Martinez, CA 94553
Telephone: (925) 335-1854
Facsimile: (925) 646-1078
rebecca.hooley@cc.cccounty.us

*Attorneys for Defendant County of Contra
Costa*

DATED: January ___, 2020

COUNTY COUNSEL, COUNTY OF
FRESNO

By: _____

Daniel C. Cederborg
(State Bar No. 124260)
County Counsel, County of Fresno
2220 Tulare Street, Room 500
Fresno, CA 93721
Telephone: (559) 600-3479
Facsimile: (559) 600-3480 (fax)
dcederborg@fresnocountyca.gov

Attorneys for Defendant County of Fresno

DATED: January ____, 2020

MARGO A. RAISON
County Counsel, Kern County

By:

Jerri S. Bradley
(State Bar No. 180341)
Deputy County Counsel, County of Kern
1115 Truxtun Avenue, 4th Floor
Bakersfield, CA 93301
Telephone: (661) 868-3819
Facsimile: (661) 868-3809
jbradley@ kerncounty.com

Attorneys for Defendant County of Kern

DATED: January ____, 2020

LEE BURDICK
County Counsel, County of Kings

By:

Diane Walker Freeman
(State Bar No. 264330)
Deputy County Counsel
County of Kings
1400 W. Lacey Blvd., Bldg #4
Hanford, CA 93230
Telephone: (559)852-2445
Facsimile: (559)584-0865
diane.freeman@ co.king.ca.us

Attorneys for Defendant County of King

DATED: January ___, 2020

COUNTY COUNSEL, COUNTY OF MADERA

By:

Michael R. Linden
(State Bar No. 192485)
Deputy County Counsel, County of Madera
7404 N Spalding Ave.
Fresno, CA 93720
Telephone: (559) 431-5600
Facsimile: (559) 261-9366
mlinden@lozanosmith.com

Attorneys for Defendant County of Madera

DATED: January ___, 2020

COUNTY COUNSEL, MERCED COUNTY

By:

Forrest W. Hansen
(State Bar No. 235432)
Assistant County Counsel
Merced County Counsel
2222 M Street, Room 309
Merced, CA 95340
Telephone: (209) 385-7564
Facsimile: (209) 726-1337
forrest.hansen@countyofmerced.com

Attorneys for Defendant County of Merced

DATED: January ___, 2020

COUNTY COUNSEL, ORANGE COUNTY

By: _____

Steven C. Miller
(State Bar No. 112951)
Senior Deputy County Counsel
County of Orange
333 West Santa Ana Blvd., 4th Floor
Santa Ana, CA 92701
Telephone: (714) 834-3304
steven.miller@coco.ocgov.com

Attorneys for Defendant County of Orange

DATED: January ___, 2020

COUNTY COUNSEL, PLUMAS COUNTY

By: _____

Gretchen Stuhr
(State Bar No. 236869)
Deputy County Counsel III
520 Main Street, Room 302
Quincy, CA 95971
Telephone: (530) 283-6240
GretchenStuhr@countyofplumas.com

Attorneys for Defendant County of Plumas

DATED: January ____, 2020

COUNTY COUNSEL, RIVERSIDE COUNTY

By: _____

Ronak N. Patel
(State Bar No. 249982)
Deputy County Counsel, Riverside County
3960 Orange Street, Ste. 500
Riverside, CA 92501
Telephone: (951) 955-6321
Facsimile: (951) 955-6363
RPatel@rivco.org

Attorneys for Defendant County of Riverside

DATED: January ____, 2020

MICHELLE D. BLAKEMORE

By: _____

Kristina M. Robb
(State Bar No. 239353)
Deputy County Counsel
San Bernardino County
385 N. Arrowhead Ave., Fl. 4
San Bernardino, CA 92415
Telephone: (909) 387-5436
KRobb@cc.sbcounty.gov

*Attorneys for Defendant County of San
Bernardino*

DATED: January ____, 2020

COUNTY COUNSEL, SAN JOAQUIN
COUNTY

By: _____

Richard Flores
(State Bar No. 99281)
Assistant County Counsel, County of San
Joaquin
44 N. San Joaquin St., Ste. 679
Stockton, CA 95202
County: San Joaquin County
Telephone: (209) 468-2980
Facsimile: (209) 468-0315
rflores@sjgov.org

Attorneys for Defendant County of San Joaquin

DATED: January ___, 2020

THOMAS E. BOZE
Stanislaus County Counsel

By: _____

Daniel Solish
(State Bar No. 279446)
Deputy County Counsel
County of Stanislaus
1010 10th Street, Suite 6400
Modesto, CA 95354
Telephone: (209) 525-6376
Facsimile: (209) 525-4473
solishd@stancounty.com

Attorneys for Defendant County of Stanislaus

DATED: January ___, 2020

COUNTY COUNSEL, TULARE COUNTY

By: _____

Kathleen A. Taylor
(State Bar No. 131100)
Tulare County Counsel
2900 W. Burrel Avenue
Visalia, CA 93230
Telephone: 559-636-4950
Facsimile: 559-737-4319
ktaylor@co.tulare.ca.us

Attorneys for Defendant County of Tulare

ATTACHMENT A
SCOPE OF SERVICES

1. Attorneys shall provide Counties with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category as is acceptable to Counties.
2. Attorneys shall provide all legal services requested by Counties within or reasonably related to the defense of the Counties in *BNSF Railway Company v. Alameda County, et al.*, U.S. D.C. (N.D. Cal.), Case No. 19-cv-07230-HSG, the description of the Scope of Work.
3. Attorneys shall meet with the designated Attorney Representative(s) for the Counties upon request.
4. Attorneys shall obtain written approval from an Attorney Representative for the Counties before retaining any consultant or expert witness to assist with any individual matter assigned to Attorneys.
5. Attorneys shall obtain the written approval of an Attorney Representative for the Counties prior to undertaking legal research of more than twelve (12) hours on any particular issue.
6. Attorneys shall obtain prior approval from an Attorney Representative for the Counties for travel outside the Counties of Alameda, Contra Costa or San Francisco.
7. Attorneys shall consult with an Attorney Representative for the Counties on regular strategic and tactical decisions. Attorneys shall consult with the Counties on significant strategic and tactical decisions, especially those that concern disposition of the case.
8. Attorneys shall, if applicable, assist Counties in settlement evaluations and negotiations, and shall obtain authority from an Attorney Representative for the Counties before making any settlement proposal on Counties' behalf or to the Court or to any other party to a case or matter. As a general matter, all settlements must be approved by the board of supervisors for each County.
9. Attorneys have been retained to defend the Counties against a complaint in the U.S. District Court for the Northern District of California challenging the ad valorem property tax rate applied to Plaintiff's property on the unitary tax roll (*BNSF Railway Company v. Alameda County, et al.*, U.S. D.C. (N.D. Cal.), Case No. 19-cv-07230-HSG).
10. Attorneys will represent Alameda County, Contra Costa County, Fresno County, Kern County, Kings County, Madera County, Merced County, Orange County, Plumas County, Riverside County, San Bernardino County, San Joaquin County, Stanislaus County and Tulare County.

ATTACHMENT B
COMPENSATION, INVOICING AND PAYMENT

A. ATTORNEY'S FEES

1. Billing: Alameda, Contra Costa, Fresno, Kern, Kings, Madera, Merced, Orange, Plumas, Riverside, San Bernardino, San Joaquin, Stanislaus and Tulare Counties have agreed to split the fees and costs for this litigation equally between the participating Counties. Attorneys will therefore bill Kern County, which County will then apportion the appropriate equal share to each of the remaining Counties. Attorneys shall not bill any County independently unless providing services specifically to such County and upon the written authorization of such County.
2. Hourly Rate Schedule: The hourly rate schedule for the Attorneys is set forth on Attachment B-2
3. **NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF AN ATTORNEY REPRESENTATIVE FOR THE COUNTIES, COUNTIES WILL NOT COMPENSATE ATTORNEYS FOR THE ATTENDANCE OR PARTICIPATION OF MORE THAN ONE ATTORNEY (INCLUDING ATTORNEYS' STAFF) IN ANY MEETING, CONFERENCE CALL, DEPOSITION, COURT APPEARANCE OR SIMILAR MATTER. IN THE EVENT MORE THAN ONE ATTORNEY ATTENDS ANY EVENT, COUNTIES WILL COMPENSATE ATTORNEYS AT THE HOURLY RATE FOR THE MOST SENIOR ATTORNEY PRESENT. IN ADDITION, UNLESS ATTORNEYS RECEIVE PRIOR WRITTEN APPROVAL OF AN ATTORNEY REPRESENTATIVE FOR THE COUNTIES, COUNTIES WILL NOT PAY ANY ATTORNEY HOURLY RATE FOR TIME SPENT TRAVELING.**

B. EXPENSES

Counties shall reimburse Attorneys for their actual out-of-pocket expenses without mark-up, excluding expenses generally considered as overhead already reflected in Attorneys' hourly rates.

1. Reimbursable ordinary expenses shall include, but not be limited to:
 - a. Transcript fees.
 - b. Postage.
 - c. Messenger service.
 - d. Process service.
2. Reimbursable extraordinary expenses include charges of which Attorneys have obtained Counties' prior approval. Such expenses include, but shall not be limited to:
 - a. Consultants, up to \$150,000, unless otherwise authorized by the Counties.
 - b. Expert witnesses up to \$150,000, unless otherwise authorized by the Counties.

ATTACHMENT B
COMPENSATION, INVOICING AND PAYMENT

- c. Travel outside the Counties of Alameda, Contra Costa and San Francisco.
- d. Investigative services.
- e. Any expense item exceeding Five Hundred Dollars (\$500.00).

3. Non-reimbursable expenses include, but shall not be limited to:

- a. Staff time or overtime for performing secretarial, clerical, or word processing functions.
- b. Charges for time spent to provide necessary information for audits or billing inquiries of any County.
- c. Charges for work performed which had not been authorized by the Counties. Such work shall be a gratuitous effort by Attorneys.
- d. Mileage, travel expenses or telephone expenses from the regular office of Attorneys to the Alameda County, Contra Costa County and San Francisco County.
- e. In-house copying costs.

C. BILLINGS AND PAYMENTS

1. **BILLINGS**

- a. Attorneys shall submit monthly billing statements in arrears, no later than the tenth (10th) of the month following the month service was rendered.
- b. The original billing statement(s) and one copy shall be submitted to:

County of Kern
Office of the County Counsel
1115 Truxtun Avenue, 4th Floor
Bakersfield, California 93301
ATTN: Jerri Bradley

- c. The original of each billing statement shall include a declaration of Attorneys' Supervising Attorney or Lead Counsel as provided in Attachment C.
- d. Each billing statement shall be identified by a unique number and shall be itemized to include:
 - i. Matter or Case name and court number.
 - ii. Staffing level(s), hourly rates and specific activities for each

ATTACHMENT B
COMPENSATION, INVOICING AND PAYMENT

attorney and/or paralegal.

- (1) Each activity shall be billed separately as a line item in a time reporting format acceptable to the Counties.
- (2) A detailed description of specific activities for each attorney and/or paralegal.
- (3) Each activity shall be billed in increments of one tenth of an hour, rounded off to the nearest one tenth of an hour. The minimum time charged for any particular activity shall be one tenth of an hour.

- iii. Total current and cumulative monthly fees billed for each staffing level.
- iv. Total current monthly expenses billed in the following categories:
 - (1) Consultant and expert witness expenses;
 - (2) Deposition and transcript expenses; and
 - (3) Other miscellaneous expenses.
- v. Total cumulative expenses to date billed in (iv) directly above.

2. PAYMENTS

Counties shall make payment(s) for services rendered under this Agreement monthly in arrears based on the monthly itemized billing statement(s) Attorneys submit to County of Kern. Counties shall make their best effort to process payments promptly after County of Kern receives Attorneys' monthly billing statement. Counties shall not pay interest or finance charges on any outstanding balance(s).

ATTACHMENT C
ATTORNEYS' DECLARATION ON BILLING STATEMENT

The following declaration shall be made on the original of each billing statement and personally signed and dated by Attorneys' Supervising Attorney or Lead Counsel.

"I have personally examined this billing statement. All entries are in accordance with the Agreement For Professional Legal Services, are correct and reasonable for the services performed and costs incurred, and no item on this statement has been previously billed to Counties."

TITLE
(Supervising Attorney or Lead Counsel)

ATTACHMENT D
CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address.

Name:
DOB:
Social Security Number:
Residence Address:

B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity.

Name:
D.O.B.:
Social Security Number:
Residence Address:

Name:
DOB.:
Social Security Number:
Residence Address:

(Additional sheets may be used if necessary)

CERTIFICATION

“I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees, and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments, and will continue to be in compliance throughout the term of the Agreement (Contract #). I understand that failure to comply shall constitute a material breach of the Agreement and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Agreement without cost to the County.”

Authorized Signature

Typed or Printed Name

Title

ATTACHMENT E
ATTORNEYS FOR COUNTIES

Name: Office of the Alameda County Counsel
Address: 1221 Oak Street, Suite 450
Oakland, California 94612
Attn.: Farand Kan
Title: Deputy County Counsel
Phone: (510) 272-6700
Fax: (510) 272-5020
Email: farand.kan@acgov.org

Name: Office of the Contra Costa County Counsel
Address: 651 Pine Street, 9th Floor
Martinez, CA 94553
Attn.: Rebecca Hooley
Title: Deputy County Counsel
Phone: (925) 335-1854
Fax: (925) 646-1078
Email: Rebecca.hooley@cc.cccounty.us

Name: Office of the Fresno County Counsel
Address: 2220 Tulare Street, Room 500
Fresno, CA 93721
Attn: Daniel C. Cederborg
Title: (559) 600-3479
Phone: (559) 600-3479
Fax: (559) 600-3480
Email: dcederborg@fresnocountyca.gov

Name: Office of the Kern County Counsel
Address: 1115 Truxtun Avenue, 4th Floor
Bakersfield, California 93301
Attn.: Jerri Bradley
Title: Deputy County Counsel
Phone: (661) 868-3819
Fax: (661) 868-3809
Email: jbradley@ kerncounty.com

Name: Office of the Kings County Counsel
Address: 1400 W. Lacey Blvd., Bldg #4
Hanford, CA 93230
Attn.: Diane Walker Freeman
Title: Deputy County Counsel
Phone: (559)852-2445

Fax: (559)584-0865
email: diane.freeman@co.king.ca.us

Name: Office of the Madera County Counsel
Address: 7404 N Spalding Ave.
Attn: Fresno, CA 93720
Title: Michael R. Linden
Phone: Deputy County Counsel
Fax: (559) 431-5600
Email: (559) 261-9366
mlinden@lozanosmith.com

Name: Office of the Merced County Counsel
Address: 2222 M Street, Room 309
Attn.: Merced, CA 95340
Jenna Anderson
Title: Deputy County Counsel
Phone: (209) 385-7564
Fax: (209) 726-1337
Email: Jenna.anderson@countyofmerced.com

Name: Office of the Orange County Counsel
Address: 333 West Santa Ana Blvd., 4th Floor
Santa Ana, CA 92701
Attn.: Steven C. Miller
Title: Senior Deputy County Counsel
Phone: (714) 834-3304
Fax:
email: steven.miller@coco.ocgov.com

Name: Office of the Plumas County Counsel
Address: 520 Main Street, Room 302
Quincy, CA 95971
Attn.: Gretchen Stuhr
Title: Deputy County Counsel III
Phone: (530) 283-6240
Fax:
email: GretchenStuhr@countyofplumas.com

Name: Office of the Riverside County Counsel
Address: 3960 Orange Street, Ste. 500
Riverside, CA 92501
Attn.: Ronak N. Patel
Title: Deputy County Counsel
Phone: (951) 955-6321
Fax: (951) 955-6363
email: RPatel@riveco.org

Name: Office of the San Bernardino County Counsel
Address: 385 N. Arrowhead Avenue, 4th Floor
Attn.: Kristina M. Robb
Title: Deputy County Counsel
Phone: 909-387-5436
Fax: 909-387-5462
email: krobb@cc.sbccounty.gov

Name: Office of the San Joaquin County Counsel
Address: 44 N. San Joaquin St., Ste. 679
Attn.: Stockton, CA 95202
Title: Richard Flores
Phone: Assistant County Counsel, County of San Joaquin
(209) 468-2980
Fax: (209) 468-0315
Email: rflores@sjgov.org

Name: Office of the Stanislaus County Counsel
Address: 1010 10th Street, Suite 6400
Attn.: Modesto, CA 95354
Title: Daniel Solish
Phone: Deputy County Counsel
(209) 525-6376
Fax: (209) 525-4473
Email: solishd@stancounty.com

Name: Office of the Tulare County Counsel
Address: 2900 W. Burrel Avenue
Attn.: Visalia, CA 93230
Title: Kathleen Taylor
Phone: County Counsel
(559) 636-4950
Fax: (559) 737-4319
Email: ktaylor@co.tulare.ca.us

Rate Code C: PRU / Government and Nonprofit Litigation

Partners

Lance Olson	\$425
James Harrison	\$425
Tom Willis	\$425
Karen Getman	\$425
Emily Andrews	\$425
Lacey Keys	\$425
Margaret Prinzing	\$425
Richard Rios	\$425
Andrew Werbrock	\$425
Robin Johansen	\$425
Deborah Caplan	\$425
Chris Waddell	\$425
Erica Boyd	\$350
Kristen Rogers	\$350
Christine Dugger	\$275
Omar El-Qoulaq	\$275
Ben Gevercer	\$275
Megan Lasswell	\$275
Kelly Liang	\$275
Nick Warshaw	\$275
	\$150
	\$150
	\$135
	\$130
	\$90

Partners	\$425
Of Counsel Attorneys	\$425
Sr. Associates / Associates	\$350-\$275
Law Clerks	\$150
Reporting Managers	\$150
Assistant Managers	\$150
Paralegals	\$150
Team Coordinators	\$135
Reporting Specialists	\$130
Reporting Assistants	\$90

Of Counsel Attorneys

Sr. Associates

Associates

Law Clerks

Reporting Managers / Paralegals

Team Coordinators

Reporting Specialists

Reporting Assistants



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

JA

DATE: Jan. 13, 2020

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns

RE: Agenda Item for the meeting of January 21, 2020

Recommended Action:

Review and authorize the Sheriff to sign the attached contract with Avtec LLC to purchase and install a new dispatch radio console system for a total price of \$129,308.45

Background and Discussion:

The current radio console system used in our dispatch center was installed in 2005. It has become a constant maintenance issue and parts are no longer available. This requires considerable effort to find use parts or fix components that typically would just be replaced with new versions.

Avtec LLC offers a cost effective solution as a replacement to the outdated equipment now in use. Avtec was successful in a NAPSO (National Association of State Procurement Officials) competitively bid contract process and has extended that pricing, with further discounts, to the county. As you know, Lassen Co Sheriff's Office and our agency share an E911 system, where either agency can immediately answer the others calls if the need arises. Lassen Co SO also has an Avtec radio console which will interface with the console we are purchasing. This will make allow either dispatch center to have full functionality of the other and becomes a true secondary facility should we have to abandon the Sheriff's Office for some reason. This also creates a geo-diverse system that provides redundancy and resiliency we currently do not have.

This project is 100% funded by State Homeland Security dollars and all approvals from the State have been received. The contract has been reviewed by County counsel and approved as to form.

Plumas County Sheriff's Office
STATEMENT OF WORK

This Statement of Work (together with all exhibits, the "SOW") is effective as of the date of the last signature hereto (the "Effective Date"), and is entered into by and between Avtec LLC ("Avtec") and Plumas County Sheriff's Office ("Customer") in connection with Avtec's Sales Quotes (the "Sales Quotation") incorporated herein by reference. This SOW is being issued in connection with, and shall form a part of, the Master Service Agreement (the "Agreement") between Avtec and Customer which is incorporated herein by reference. Avtec and Customer may be referred to individually as "Party" and collectively as the "Parties."

1. Avtec Project Name: Plumas County Sheriff's Office

2. Deliverables

The Deliverables to be provided by Avtec under this SOW are set forth in the attached Sales Quotation(s). A table defining which Party has responsibility for various aspects of the Project is attached hereto as Exhibit A (Products and Services).

3. Payment and Milestones

- A. The Products and Services will be provided on a Fixed Price basis in accordance with the Sales Quotation. Avtec shall submit single line invoices to Customer that contain the full Product cost, shipping and applicable sales/use tax pursuant to the terms of this SOW.
- B. The total price for equipment, software, Professional Services and ScoutCare, not including sales tax, is \$129,308.45 and shall be invoiced to Customer in accord with the following milestones:

MILESTONES	Fee (US\$)
(30% of Hardware, Software, Licensing, Tax) Upon acceptance of Purchase Order by Avtec. Payment must be received by Avtec Net 30 days from invoice date or prior to shipment of equipment from Avtec's factory, whichever comes first.	\$33,262.67
(70% of Hardware, Software, Licensing) Upon delivery of equipment to the "Ship To" location identified on the Purchase Order Net 30 days from invoice date.	\$67,977.63
(Professional Services and ScoutCare) Upon System Acceptance Net 30 days from invoice date.	\$28,068.15
TOTAL	\$129,308.45

1. If Customer does not issue purchase orders within its ordinary course of business, signing this SOW authorizes Avtec to begin work as outlined in the Sales Quotation and in this SOW. Customer represents and warrants that the total contract amount has been approved and appropriated for this project by its respective trustees, directors, and/or officers.
2. Customer's Purchase Order must include payment milestones to be accepted by Avtec.
3. Terms and conditions on the Purchase Order will not become a part of this SOW.

Plumas County Sheriff's Office
STATEMENT OF WORK

4. Performance Period

The term of the SOW shall commence on the Effective Date and end concurrently with system Acceptance.

5. Location of Services

Avtec will perform Services at Customer's designated work site(s) as necessary to complete Services.

Customer may, at any time by a written order attached hereto as Exhibit B (Change Order), request changes to the general scope of the Services covered by this SOW (a "Change Order"). Avtec must agree to the change in scope and will provide additional pricing and quotes as necessary to meet change request. Each such Change Order shall be deemed effective only after it has been signed by both Parties and will be incorporated into this SOW.

6. System Acceptance Process

"System Acceptance" is defined as the date the Customer issues a Certificate of Acceptance to Avtec pursuant to Section 7 of this SOW.

a. Evaluation by Customer. Upon delivery and installation of the Products, Customer and Avtec will jointly execute the test procedures outlined in the Acceptance Test Plan. Customer will make a determination as to whether the Avtec products perform in accordance with the applicable specifications of this SOW, and will, upon such determination, deliver to Avtec a Certificate of System Acceptance or a written rejection. Issuance by Customer of its written acceptance of the Products will be deemed a final acceptance of the Products. Any notice of rejection must set forth in reasonable detail the basis for the rejection. In the event of a notice of rejection, Avtec will commence to modify, replace, or correct such non-conformity so that the acceptance criteria are satisfied in accordance to the Acceptance Test Plan.

b. Usage of Product during Acceptance Testing. Customer may, during the Acceptance Testing Period, utilize the Product in a production environment only to the extent determined reasonably necessary by Avtec to assure compliance with the acceptance criteria as set forth in this SOW. If the Customer continues to use the Products in live production for a period exceeding Thirty (30) consecutive days without issuing either a Certificate of System Acceptance or a written notice of rejection to Avtec, the Products will be deemed finally accepted and full payment of any outstanding monies owed must be paid in accordance with this SOW. In the event a notice of rejection is issued by the Customer to Avtec the Acceptance Testing period shall begin again upon completion of product remediation.

c. Warranty Period. The one (1) year warranty period begins at system acceptance.

d. Technical Support Upon Acceptance. Avtec has agreed to provide one (1) year of ScoutCare software maintenance at no charge which starts upon Customer's signing of the Certificate of System Acceptance and ends on the same day as the one (1) year warranty period. Prior to written system acceptance, Avtec technical support shall be limited to providing telephone assistance as necessary to cause

Plumas County Sheriff's Office
STATEMENT OF WORK

the licensed Products to perform in accordance with its specifications. Customer is not entitled to bug fixes, patches, software updates, enhancements, new versions or releases until after written system acceptance and full payment of the total price stated in Section 3 of this SOW.

7. Acceptance Test Plan

Upon completion of the Scout system installation, a visual inspection of the installation and an Acceptance test will be performed by an Avtec representative. It shall be witnessed by an authorized Customer representative. Each portion of the Acceptance Test will be marked as either pass or fail within the reasonable discretion of a Customer representative. When a portion of the test is marked passed, it will not be tested again unless effected by software update or change, and as such, the impacted portion of the passed test will be retested unless waived (in writing) by the Customer. Failed portions will be corrected and then retested. Any failed portions that are not reasonably considered by the Customer as critical to live dispatch operations will be added to a punch list of action items to be corrected after final acceptance and will not affect Customer's signing of the Certificate of System Acceptance. Punch list action items shall be resolved to the satisfaction of the Customer within thirty (30) days of official System Acceptance. The Certificate of System Acceptance shall be executed by both Avtec and Customer upon completion of the Acceptance Test. Upon execution of the Certificate of System Acceptance, Customer agrees to pay in full any unpaid monies owed Avtec under this SOW.

8. Change Order Management

Customer may, at any time by a written order, request changes to the general scope of the Services covered by this SOW (a "Change Order"). If any such change causes an increase in the costs of equipment or the time required for the performance of any part of the Services covered by this SOW, an equitable adjustment shall be made in the price, delivery schedule, or both, and the SOW shall be modified in writing accordingly. If not a Time and Materials contract, Avtec will not accept any Change Order requesting a decrease in Services after the project kickoff meeting between the Parties. Each such Change Order shall be deemed effective only after it has been signed by both Parties and will be incorporated into this SOW.

9. 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

Plumas County Sheriff's Office
STATEMENT OF WORK

Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

10. 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.

11. 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

Plumas County Sheriff's Office
STATEMENT OF WORK

- 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

12. Contacts

The following individuals are responsible for the day to day activities of the Project.

	Customer	AVTEC
Name		Kelly Pritchett
Address		Avtec, Inc. 100 Innovation Place Lexington, SC 29072
Phone		803-358-3405
Email		KPritchett@avtecinc.com

13. Project Specific Contract Documents

No conflicting commercial terms and conditions in these documents are accepted, nor are any pre-printed purchase order terms and conditions of Customer accepted. All work will be provided in accordance with only the following contract documents (in case of conflict between the contract

Plumas County Sheriff's Office
STATEMENT OF WORK

documents, the contract documents control in their order listed below):

- e. This SOW.
- f. Quote(s) including Notes and Assumptions.
- g. Avtec standard system documentation, including but not limited to, Project Information Questionnaire, Project Management Plan, Site Survey Report, System Design, and Final Acceptance Test Plan.

14. Master End User License Agreement ("MEULA")

Customer's use of any hardware or software products provided to Customer by Avtec shall be subject to the terms and conditions of the EULA attached hereto as "Exhibit D" and incorporated herein. The terms of the EULA shall be effective and binding on the Parties hereto upon execution of this SOW by Customer.

15. After Receipt of Order

Unless otherwise specified and agreed to in writing, Avtec will complete all deliverables not later than 120 days After Receipt of Order (ARO). Avtec deliverables (such as equipment delivery and/or performance milestones) may be accomplished prior to the ARO date, but Avtec reserves the right to schedule and complete implementation requirements and associated project deliverables up to the specified ARO date.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this SOW.

Plumas County

Avtec LLC

Full name

Full name

Title

Title

Signature

Signature

Date

Date

Attachments

- Exhibit A to SOW: Description of Services
- Exhibit B to SOW: Change Order
- Exhibit C to SOW: Certificate of System Acceptance
- Exhibit D to SOW: Quotes

Plumas County Sheriff's Office
STATEMENT OF WORK

EXHIBIT A

Description of Services

1. Summary

Avtec shall provide equipment, software, licensing and services to install a Scout dispatch console system and associated console and radio equipment. Services to include project management, system staging, equipment installation, testing, cutover, and operator training will be provided in accordance with the following Responsibility Matrix defining which Party has responsibility for various aspects of the Project.

2. Pre-Installation Checklist

Avtec and a Customer's representative shall complete a pre-installation checklist fourteen (14) days before the scheduled installation dates. If Customer confirms the site is ready for the installation of Scout, Avtec will schedule travel arrangements. If Customer cancels after providing a written confirmation, Customer will be charged any change fees incurred for travel and \$1,200.00 for rescheduling of the System Integration Engineer (the "SIE"). If the SIE arrives on Customer's work site and finds the site is not ready for installation, the SIE will perform as much work as they can, and then will leave the site to return to Avtec. Customer will be charged for a return trip to the work site, to include additional travel costs, and for any additional days that exceed the number of days quoted to Customer for Avtec to complete installation caused by the delay. Customer shall have a representative on-site during the agreed upon dates to assist in the implementation, installment and testing of the console system.

3. Responsibility Matrix

In addition to responsibilities stated in the Agreement, the following table further defines each Party's responsibility for deliverables of the Project under this SOW. This Responsibility Matrix shall be interpreted with the Sales Quotation to Customer; Avtec is not responsible for providing any service not specifically quoted. Use of Not Applicable ("N/A") shall designate services not quoted to Customer. "Joint" means all Parties share responsibility.

Responsible Party	Description
	1. Project Management Activities
JOINT	1.1. Overall Project Management.
AVTEC	1.2. Project Management for system preparation at Avtec's factory prior to shipping.
JOINT	1.3. Establish and manage project milestones and communication plan requirements for system implementation.
AVTEC	1.4. Coordinate resources for on-site system installation, testing, training and cutover support.
	2. System Design Activities
JOINT	2.1. Site Survey & Kickoff.
AVTEC	2.2. Screen Building Workshop & Documentation.
AVTEC	2.3. Provide Standard System Documentation including system network diagram, cross-reference of Cable Material, Connectors, to/from information and

Plumas County Sheriff's Office
STATEMENT OF WORK

	Avtec Part Numbers for Replacement.
AVTEC	<p>2.4. Provide Customer with requirements for all Avtec Furnished Equipment, including Physical, Environmental, Electrical, Computer and Network Specifications.</p>
	3. Staging – System Configuration
AVTEC	<p>3.1. Provide completed Configuration information sheet.</p>
AVTEC	<p>3.2. Load Scout Software.</p>
AVTEC	<p>3.3. Configure Scout System based on Avtec provided Configuration Sheet.</p>
AVTEC	<p>3.4. Develop Acceptance Test Plan (ATP).</p>
AVTEC	<p>3.5. Develop Operator Manual.</p>
	4. Shipping
AVTEC	<p>4.1. Package Equipment for Shipping.</p>
AVTEC	<p>4.2. Ship Equipment per Customer Instructions.</p>
CUSTOMER	<p>4.3. Deliver console PCs to Avtec for factory staging prior to shipment.</p>
	5. Installation and Cutover Activities
JOINT	<p>5.1. Review System Capabilities and Operational Requirements.</p>
AVTEC	<p>5.2. Document User Interfaces.</p>
AVTEC	<p>5.3. Make Decisions on Console System Configuration.</p>
AVTEC	<p>5.4. Install Avtec Furnished Equipment in Designated Locations.</p>
AVTEC	<p>5.5. Label Cables with a Unique Identifier Conforming to Avtec Requirements.</p>
	6. Site Preparation
CUSTOMER	<p>6.1. Environmental – provide adequate physical conditions (including furniture, racks, shelves, etc.), ventilation, heating, and cooling per Scout system requirements.</p> <p>6.2. Procure, Configure, Install, Terminate and Test all network cabling and radio infrastructure that connects to Scout products. Avtec will only provide cabling between Avtec products.</p>
CUSTOMER	<p>6.3. <u>Wiring and Grounding</u> – Customer is responsible for installation and testing of building wiring and grounding system as required by all applicable building codes, ordinances, regulations, this SOW, and modern industry best practices. Customer is responsible for providing appropriate surge protective devices and grounding for network, power, and telephony. Customer shall provide a tested Demarcation Point for all wiring and console hardware and at all times comply with Avtec's specification.</p> <p>6.4. Console Equipment- Customer is responsible for the grounding connection between the Customer supplied Demarcation Point and the Junction Block (equipment ground termination point provided by Avtec). Avtec is responsible for running grounding wire from Avtec supplied equipment (MWC, Jack Box, desk microphone, footswitch) to the Junction Block provided by Avtec, and installed by Customer to Customer supplied furniture (e.g. desk). Customer is responsible for running grounding wire from the Junction Block to the Customer supplied</p>

Plumas County Sheriff's Office
STATEMENT OF WORK

	<p>Demarcation Point.</p> <p>6.5. Customer Backroom Equipment- Customer is responsible for supplying a tested Demarcation Point for any backroom rack equipment. Customer is responsible for running grounding wire from Avtec supplied equipment (Outposts, telephone interfaces, Aux I/O) to the Customer provided ground located on the Frame Rail of the backroom equipment cabinet. Customer is responsible for running grounding wire from the Frame Rail ground location to the Customer supplied Demarcation Point.</p>
CUSTOMER	<p>6.6. Avtec Backroom Equipment- For backroom rack equipment supplied by Avtec, Avtec will identify the preferred grounding point (e.g. the Frame Rail) on the supplied rack equipment to the Customer prior to the scheduled date of installation. Avtec is responsible for the grounding connection between the Customer supplied Demarcation Point and the grounding point on the rack equipment. Avtec is responsible for running grounding wire from Avtec supplied equipment (Outpost, Telephony Gateways, Aux I/O) to the preferred grounding point on the rack equipment.</p>
CUSTOMER	<p>6.7. Electrical Power – Provide adequate electrical power at each equipment location. Scout hardware components supplied by Avtec run on 110/220VAC, 50-60Hz (unless local 12VDC supplied by Customer to power Outposts).</p>
CUSTOMER	<p>6.8. Networking – provide all required network interfaces including Ethernet and Telephony circuits. Configure networking to supply IP transport per Scout requirements. Any network modifications necessary to meet Scout requirements are solely the responsibility of Customer. Customer is solely responsible for management and integration of its networks.</p>
CUSTOMER	<p>6.9. Network Security- Customer is solely responsible for the security of its Network Infrastructure. Customer is responsible for installing and configuring network protection as appropriate for its networks on consoles and servers deployed during integration process.</p>
CUSTOMER	<p>6.10. Install and configure malware protection as appropriate for its networks on consoles and servers deployed during integration process.</p>
CUSTOMER	<p>6.11. Site Access – provide access to all locations as required for AVTEC site surveys.</p>
CUSTOMER	<p>6.12. Radio Programming - provide radios programmed to support requested features or functionality (e.g. ANI information, Emergency, etc.) of Scout consoles.</p>
7. Provide Customer Furnished Equipment	
CUSTOMER	<p>7.1. Design, furnish and install all required networking infrastructure to support Scout system applications, per Scout requirements to include all cable, routers, switches and engineering services.</p>
CUSTOMER	<p>7.2. Furnish any computers, equipment and/or accessories not provided by Avtec.</p>
8. Installation Support	
CUSTOMER	<p>8.1. Inspection and Inventory of delivered Avtec equipment and notification to Avtec of any shipping damage within ten (10) business days from date of delivery.</p>

Plumas County Sheriff's Office
STATEMENT OF WORK

CUSTOMER	8.2. Disposal of Packing Materials.
CUSTOMER	8.3. Provide site access, and/or escorts to the equipment rooms and cabling installation areas as required.
CUSTOMER	8.4. Assist Avtec with any access credentials required by third parties, such as Personnel Badges, TSA or Airport clearances.
CUSTOMER	8.5. If required, provide a secure room at the installation site with a dial out phone during the implementation phase of the project. (This room will be used by Avtec personnel for its operations; for temporary storing Scout system components and securing test equipment and tools.)
CUSTOMER	8.6. Provide demarcation of telephony and radio interfaces within 10' of Avtec equipment.
CUSTOMER	8.7. Schedule Installation and Cutover Planning with Operations Personnel.
AVTEC	8.8. Install Avtec and Third Party Hardware quoted in the Sales Quotation.
	9. Perform Training
AVTEC	9.1. Administrative/Maintenance Training for two personnel at Avtec's facility at an agreed upon date prior to installation.
AVTEC	9.2. Operator Training (On-Site) scheduled after installation.
CUSTOMER	9.3. Provide adequate facilities for on-site Operator Training.
CUSTOMER	9.4. Schedule Personnel for Uninterrupted Training Sessions.
CUSTOMER	9.5. Provide classroom projector compatible with a laptop and screen.
AVTEC	9.6. Custom Operator Manual.
	10. Cutover Assistance and Acceptance
JOINT	10.1. Schedule Cutover.
CUSTOMER	10.2. Sign Acceptance Documents.
CUSTOMER	10.3. Disposal of existing equipment.
	11. Test Activities
AVTEC	11.1. Test console and gateway configurations for basic operation.
JOINT	11.2. Perform agreed upon Acceptance tests.
JOINT	11.3. System Integration Test Plan and Execution. Integration testing includes ALL console positions, VPGates, and any additional interface equipment provided by Avtec. Any additional requested testing outside scope of installed equipment will be quoted at Avtec's prevailing rates.

Customer Requirements

- Customer will determine what and how many critical spare parts, as recommended by Avtec, will be procured and maintained.

Avtec Responsibilities

- Avtec will provide telephone Technical Support for Customer and/or local certified service provider, provided Customer has an active Support contract, during Avtec's normal operating hours (defined below).

Plumas County Sheriff's Office
STATEMENT OF WORK

- Avtec will provide telephone Technical Support for Customer and/or local certified service provider for Critical Priority issues (defined below), provided Customer has an active Support contract, at any time.
- Avtec will provide part replacement service (Return Material Authorization (“RMA”) Support) for Customer and/or local certified service provider, during Avtec's normal operating hours (defined below).
- 90% of the calls to the Help Desk will be answered within 60 seconds during Avtec business hours.
- 90% of calls to the Help Desk will be answered within 180 seconds after hours and weekends.
- Each Support Call will be logged and assigned a priority status, Critical, Urgent, or Normal. The following table describes responses based on the assigned priority level;

Priority	CRITICAL
Definition	Customer's system is substantially degraded and normal operations are not possible.
Response Time	30 Minutes
Resolution Commitment	Issue are worked continuously until resolution
Escalation Process	If Customer Support Team is unable to resolve an issue within one hour, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in two hours if issue is still unresolved. A determination of additional resources is made at that time. Update to Customer is made every two hours until resolution.
Call Closure Requirement	Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution.

Priority	URGENT
Definition	Limited impact, able to work but with limitations
Response Time	60 Minutes
Resolution Commitment	Issue is worked on a priority basis
Escalation Process	If Customer Support Team is unable to resolve an issue within one business day, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in three business days if issue is still unresolved. A determination of additional resources and time frame of resolution is made at that time. Update to Customer is made as new information is made available until resolution.
Call Closure Requirement	Call is closed when system is running without impact for 48 hours and Customer is satisfied with resolution.

Priority	NORMAL
Definition	No impact to business, questions or informational
Response Time	One Business Day
Resolution Commitment	Issue is queued for resolution based on workload and other priority cases.

Plumas County Sheriff's Office
STATEMENT OF WORK

Escalation Process	If Customer Support Team is unable to resolve an issue within five business days, it is escalated to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution is made at that time.
Call Closure Requirement	Call is closed when Customer accepts resolution.

RMA Support:

- RMA repair request is made by Customer and RMA is processed within 4 hours of submission of the completed form.
- RMA advance replacement request is made by Customer, and RMA is processed within 2 hours of submission of the completed form.

Contacts & Operating Hours

Contact Phone Numbers & Email:

- 803.358.3600 ext. 201
- 800.543.3034
- CustomerSupport@avtecinc.com
- RMAResquest@avtecinc.com

Location of Service Delivery:

- 100 Innovation Place
- Lexington, SC 29072 USA

Hours of Operation:

- Business hours support: Monday – Friday 8:00 AM – 5:00 PM EST
- After hours support: Monday – Friday 5:00 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

AVTEC Holiday List:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Plumas County Sheriff's Office
STATEMENT OF WORK

EXHIBIT B

Change Order Form

THIS CHANGE ORDER # _____, dated as of _____, 20____ (the "Change Order Effective Date") amends the Statement of Work (the "SOW") with the Effective Date of _____ by and between Avtec LLC ("Avtec") and ("Customer"), and is entered and governed by the Customer Agreement by and between Avtec and Customer dated as of _____. Terms outlined in this Change Order shall take precedence over any conflicting terms outlined in the SOW referenced above.

Change Requested By (Name/ Title/ Company): _____

Change Description

(Insert a detailed description of the change. Describe the specific area of the SOW or the Work Order being modified.)

Change Justification

(Insert a detailed description of why the change is required. Indicate benefits gained or risk mitigated by making the change.)

Change Impact

(In the table below, indicate what area(s) are impacted by the proposed change. Provide a detailed description of the impact.)

Area of Impact	Yes/ No	Detailed Description of Impact
Scope		
Risk		
Schedule		
Resources		
Financial Impact*		
Other		

Plumas County Sheriff's Office
STATEMENT OF WORK

If there is a financial impact, please provide additional information below:

Additional Cost: _____

Funding Provision: _____

Party Responsible for Cost (CUSTOMER / AVTEC): _____

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Change Order as of the Change Order Effective Date.

Plumas County

Avtec LLC

Full name

Full name

Title

Title

Signature

Signature

Date

Date

Approved as to form:


1/13/2020
Gretchen Stuhr
Deputy Plumas County Counsel

Plumas County Sheriff's Office
STATEMENT OF WORK

EXHIBIT C

Certificate of System Acceptance Form

Pursuant to the Master Agreement entered into by Avtec, Inc. ("Avtec") and ("Customer") with an Effective Date of [] (the "Agreement"), all Products and Services described in the SOW and Avtec Sales Quote with an Effective Date of [] (the "SOW") have been inspected and have successfully passed the Acceptance Test as described in Section 7 of the SOW. Execution of this document confirms and certifies Customer's final acceptance of the applicable Products and Services delivered under the SOW, effective as of the date of the last signature.

Plumas County

Avtec LLC

Full name	Full name
Title	Title
Signature	Signature
Date	Date

EXHIBIT D

MASTER END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE, LIMITED WARRANTY AND LIMITATION OF LIABILITY AGREEMENT (THE "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING THE CURRENT AND ALL FUTURE TRANSACTIONS BETWEEN AVTEC AND YOU WITH RESPECT TO ANY AVTEC PRODUCT OR SERVICES AND IS LEGALLY BINDING ON BOTH PARTIES. WITH THE EXCEPTION OF A STATEMENT OF WORK (SOW) AUTHORIZED OR SIGNED BY BOTH PARTIES, ANY AND ALL ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN YOUR COMMERCIAL DOCUMENTS, INCLUDING PURCHASE ORDERS, ARE HEREBY REJECTED AND SHALL NOT BECOME PART OF THE AGREEMENT. EACH FUTURE TRANSACTION MAY REQUIRE A SEPARATE SOW.

WHETHER YOU ARE ACTING FOR YOURSELF INDIVIDUALLY OR AS A REPRESENTATIVE OF AN ENTITY, YOU ARE REFERRED TO IN THIS AGREEMENT AS "YOU" or "CUSTOMER". YOU MAY BE READING THIS AGREEMENT ONLINE, OR AS AN ELECTRONIC DOCUMENT INCLUDED WITH AN AVTEC, INC. ("AVTEC") SOFTWARE PRODUCT, OR AS A PHYSICAL DOCUMENT PACKAGED WITH AN AVTEC HARDWARE OR SOFTWARE PRODUCT (SUCH SOFTWARE, IN EACH CASE, IS HEREINAFTER REFERRED TO IN THIS AGREEMENT AS THE "SOFTWARE", AND "PRODUCT" SHALL REFER TO ANY HARDWARE OR SOFTWARE FURNISHED BY AVTEC). THE TERM "SOFTWARE" SHALL INCLUDE COMPUTER PROGRAMS OFFERED AS STAND ALONE PRODUCTS AS WELL AS FIRMWARE OR OTHER SOFTWARE EMBEDDED IN AVTEC HARDWARE PRODUCTS. THE TERM "SOFTWARE" SHALL ALSO INCLUDE ANY USER DOCUMENTATION THAT IS PART OF OR SUPPLIED WITH THE SOFTWARE OR OTHERWISE MADE AVAILABLE BY AVTEC TO AUTHORIZED END USERS OF THE SOFTWARE. YOU ARE ENTITLED TO THE BENEFITS OF THIS AGREEMENT ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER OF THE APPLICABLE AVTEC PRODUCT, AND YOU PURCHASED THAT PRODUCT DIRECTLY FROM AVTEC, AN AUTHORIZED AVTEC DEALER, OR SYSTEMS INTEGRATOR, OR OTHER AVTEC-APPROVED SOURCE ("APPROVED SOURCE"). IF YOU DO NOT SATISFY THE FOREGOING CONDITIONS YOU ARE NOT LICENSED TO USE OR KEEP A COPY OF THE SOFTWARE NOR ENTITLED TO THE BENEFITS OF AVTEC'S LIMITED WARRANTY SET FORTH BELOW.

ASSUMING YOU SATISFY THE FOREGOING CONDITIONS, YOU ACCEPT AND AGREE TO THIS AGREEMENT IF YOU EITHER: (1) ACCEPT THIS AGREEMENT WITH A MOUSE-CLICK OR SIMILAR ACTION PRIOR TO DOWNLOADING THE SOFTWARE OR INSTALLING THE SOFTWARE ON A COMPUTER; (2) ACQUIRED THE SOFTWARE STORED ON ELECTRONIC STORAGE MEDIA SUCH AS CD-ROM OR DVD AND YOU BREAK THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC STORAGE MEDIA; (3) YOU INSTALL OR USE THE SOFTWARE ON A COMPUTER, OR (4) YOU USE THE HARDWARE PRODUCT ON WHICH THE SOFTWARE CAME INSTALLED.

YOU AGREE NOT TO INSTALL AND/OR USE THE SOFTWARE ON ANDROID, IOS, OR MOBILE BROADBAND DEVICES, SUCH AS SMARTPHONES OR TABLETS, THAT COMMUNICATE OVER CELLULAR OR LTE NETWORKS FOR PURPOSES OF

PERFORMING PUSH TO TALK FUNCTIONALITY ON MOTOTRBO NETWORKS, UNLESS THE SOFTWARE IS SUBLICENSED FROM MOTOROLA SOLUTIONS OR THEIR AUTHORIZED DEALERS.

IN SOME CASES, THE SOFTWARE MAY BE PURCHASED AS PART OF A LARGER SYSTEM TO WHICH A SEPARATE SOFTWARE LICENSE APPLIES. IN SUCH CASE, THE TWO LICENSES SHALL BE CONSTRUED AS COMPLEMENTARY SUCH THAT AVTEC ENJOYS THE MAXIMUM RIGHTS AND BENEFITS OF BOTH, AND IF THERE IS ANY CONFLICT BETWEEN THE TWO LICENSES SUCH CONFLICT SHALL BE RESOLVED BY GIVING EFFECT TO THE PROVISION IN EITHER LICENSE THAT IS MOST FAVORABLE TO AVTEC (AS DETERMINED BY AVTEC IN ITS SOLE DISCRETION). BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU REPRESENT THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, AVTEC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. IF YOU PURCHASED A PHYSICAL COPY OF THE SOFTWARE ON ELECTRONIC MEDIA SUCH AS A CD-ROM OR DVD, YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND IF, AND ONLY IF, THE SEAL ON THE PACKAGE CONTAINING THE ELECTRONIC MEDIA ON WHICH THE SOFTWARE IS STORED IS INTACT AND HAS NOT BEEN TAMPERED WITH. IF THE SOFTWARE WAS SUPPLIED AS PART OF ANOTHER PRODUCT YOU PURCHASED FROM AN APPROVED SOURCE, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER THE DATE OF PURCHASE FROM AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED PURCHASER.

I. License Definitions.

“Computer” means a specific physical device or virtual machine that may consist of one or more CPUs.

“Hardware” means equipment, devices and apparatus of every nature and description, both electronic and mechanical, including without limitation equipment and components related to radio-telephone systems and other methods of electronic communication, and all manner of computer hardware such as computers, monitors, terminals, storage devices, network devices, connectivity devices, printers, etc.

“Pool License” means an authorized number of Floating Licenses that allows You to install and share a limited number of licenses on a larger number of Computers.

“Product” means any Hardware (and related parts and supplies), or Software furnished by Avtec to Customer.

“Service” means any service, assistance, or use of a resource provided by Avtec to Customer.

“Specifications” means the specifications for a Product or Service set forth in either (i) Avtec’s most recent user documentation or other published specifications for such Product or Service; or (ii) a SOW.

“Virtual Machines” or **“VM”** means a software container that can run its own operating system

and execute applications like a physical device.

2. License Grant. All Software is licensed, not sold. Subject to the terms of this Agreement, and provided You purchased this Software license from an Approved Source, Avtec grants to You a non-exclusive, non-transferable, and perpetual license to use the Software in object code format only for Your internal business purposes. In order to use the Software, You may be required to input a registration number or product authorization key and register Your copy of the Software online at Avtec's website to obtain the necessary license key or license file. You agree that Your license of the Software is neither contingent on the delivery of any future functionality or features nor, (except for Avtec's technical proposal), dependent on any oral or written public comments made by Avtec regarding future functionality or features.

3. License Types. The scope of Your license depends on the type of license you purchased from an Approved Source. The variety of license types are set forth below and You are solely responsible for installation and use restrictions of the license You purchased. For more information on the type of license you have purchased, please contact your Approved Source sales representative.

STANDARD LICENSE

If You purchased a Standard license, each license purchased entitles You to install and use the Software on one and only one Computer. It may only be installed on a different Computer if the original computer was destroyed or if the Software is deleted. If virtualization or other emulation technology is used on the licensed Computer, each license purchased entitles You to install and use the software within only one virtual (or otherwise emulated) hardware system.

POOL LICENSE

If You purchased a Pool License, the Software may (a) be installed, transferred to, transferred among, or shared on an unlimited number of Computers and (b) have multiple sessions used, but no more than the licensed number of simultaneous sessions of the Software at any one time.

4. License Restrictions. This is a license, not a transfer of title, to the Software and Avtec retains all ownership rights in and to all the Software and all copies thereof. You receive no rights to the Software other than those specifically granted herein. You acknowledge that the Software contains trade secrets of Avtec or its suppliers or licensors, including but not limited to the specific internal design and structure of the Software, including individual program routines and associated interface information. If the Software is included with and part of an Avtec hardware product, You shall only use the Software in connection with Your use of that hardware product.

You shall not: (i) transfer, assign or sublicense Your license rights to any other person or entity, including but not limited to parent companies, subsidiaries and affiliates, and any attempted transfer, assignment, or sublicense shall be null and void; (ii) make changes to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit any third party to do so; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form; (iv) publish or distribute to any third party any results of benchmark tests run on the Software; (v) disclose, provide, distribute or otherwise make available trade secrets contained within the Software in any form to any third party, including but not limited to publicly displaying and/or performing the software, and You shall implement reasonable security measures to protect such trade secrets; (vi) duplicate or make copies of the Software other, except that You may make one (1) copy per Physical Business Location for backup purposes only; (vii) remove, alter, obscure, reduce in size or otherwise modify any

copyright, trademark, or other proprietary notices appearing on or in the Software in any form or format (including without limitation screen displays); or take any action which jeopardizes Avtec's proprietary rights or acquire any right in the Software. For purposes of this paragraph, a "Physical Business Location" is a main office or branch office in which Your licensed Computer(s) is/(are) physically located.

In certain cases, Software provided to You may include functionality, capabilities or capacities exceeding those purchased by You and constituting separate Product(s) in their own right. This license does not extend to such separate Product(s) unless and until such time as You purchase such Product(s). You shall not access or use any such additional functionality, capabilities or capacities constituting separate Product(s) not covered by this license. Any unlicensed use of such additional functionality, capability or capacity shall (without limiting Avtec's other rights and remedies in respect of such unauthorized use) obligate You to pay to Avtec upon demand Avtec's then applicable list price for the corresponding Product(s).

This Agreement and the license granted herein shall remain effective until terminated. You may terminate this Agreement and the license at any time by destroying all copies of Software in Your possession. This Agreement and the license shall terminate immediately and without the requirement of any notice if You fail to comply with any provision of this Agreement. Upon termination, You shall destroy all copies of Software and Documentation in Your possession or control, including without limitation deleting the Software from all computers, hard drives or other electronic devices. All confidentiality obligations of You, restrictions and limitations on use of the Software, limitations of liability, and warranty limitations and disclaimers shall survive termination of this Agreement.

5. Services. Avtec may, in its sole discretion and at Customer's request, perform implementation, training, consulting or other Services for Customer from time to time. The nature and scope of such Services shall be set forth in reasonable detail in a SOW. Each and every SOW executed by the Parties shall be subject to the terms and conditions of this Agreement. In performing any Services, Avtec is acting as an independent contractor.

6. Taxes. All sales, use or other taxes or governmental fees or levies related to a transaction (other than taxes based upon Avtec's income) shall be the sole responsibility of Customer. Such taxes shall be remitted directly by Customer to taxing authorities.

7. Title and Risk of Loss. Title to Products sold to Customer and all risk of loss related to such Products passes to Customer upon the delivery of the Products to either a carrier or Customer, whichever comes first.

8. Shipping and Insurance. All shipping, insurance or other transportation charges related to a Product shall be the sole responsibility of Customer and are governed under Incoterms Ex Works (EXW). All shipping is FOB Origin.

9. Claims for Shortages, Damage in Transit, and Nonconformity. Customer is responsible for inspecting all shipments immediately upon delivery. Customer shall note any apparent shortages or damage in transit on the bill of lading and notify Avtec immediately about such shortages, damage or any apparent nonconformity with the Order. No claims shall be accepted more than ten (10) business days after receipt.

10. Right to Audit. Avtec may audit Your use of the Software on 15 days advanced written notice. You will cooperate with the audit, including by providing access to any books,

computers, records or other information that relates or may relate to the use of the Software. Such audit will not reasonably interfere with Your business activities. If the audit reveals unauthorized use of the Software, You shall reimburse Avtec for the reasonable cost of the audit, in addition to such other rights and remedies as may be available to Avtec. Avtec shall not conduct an audit more than once per year.

11. Export. The Software and its constituent technology, or direct products thereof, may be subject to export control laws and regulations of the United States or other countries. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of the Software at Your own cost and expense.

12. Hardware Warranty. Avtec warrants that the Hardware sold to Customer by Approved Source shall be free of defects in material and workmanship under normal authorized use consistent with Avtec's written specifications. Customer may reject Hardware furnished hereunder failing to meet such standards, and require Avtec to correct or replace such defective Hardware, at no charge to Customer. In the event that Avtec receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Avtec sole and exclusive liability, shall be for Avtec, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Avtec. Avtec will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Avtec's facility. Actual delivery times may vary depending on the Customer location and Hardware type.

13. Software Warranty. Avtec warrants to Customer that the Software shall function in accordance with professional standards, shall be free from defects in material, workmanship, and title. The term "Defective" means a failure to operate substantially in accordance with Avtec's written specifications for such Software; provided, that (a) any such failure is reproducible by Avtec under Avtec's customary testing procedures; (b) the failure occurs when the Software is used in accordance with Avtec's published usage guidelines for such Software; and (c) such failure is reported to Avtec in writing within the applicable warranty period. Avtec does not warrant that the Software will perform without error or that it will run without immaterial interruption.

14. Limited Warranty as to Products. The warranty period applicable to a Product (Hardware or Software) installed by Customer is one year following the date on which the Product is shipped by Avtec to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Avtec at Customer's site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Avtec shall have no obligation to accept returns for any reason following expiration of the warranty period.

15. Hardware Return Procedures. Any defective Hardware item can only be returned if it references a return material authorization ("RMA") number issued by authorized Avtec service personnel. Avtec's warranty return procedures are available online at www.avtecinc.com or by email request to rmarequest@avtecinc.com or regular mail request to: Avtec, Inc., Warranty Department, 100 Innovation Place, Lexington, South Carolina 29072. To request an RMA number, Customer must obtain from Avtec a return authorization number and properly pack and return the Hardware at Customer's expense, together with the authorization number and a detailed description of the problem, to Avtec's designated repair facility located within the United States. Avtec's repair facility will only assist Customers with online RMA processing pursuant to the

terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to Avtec maintenance and support service teams will not be accepted unless Hardware is under warranty or Customer has purchased a valid Avtec maintenance service contract that is in effect as of the time of the call. The Hardware must be returned in its original or equivalent packaging, and all shipping charges, risk of loss or damage during the return shipment, and the cost of insurance, is Customer's sole responsibility. The RMA number must be included on the outside carton label of the returned item. Avtec shall repair or replace the Hardware and return it at Avtec's expense to Customer's point of shipment. Customer has the risk of loss and damage to any Hardware returned to Avtec for repair or replacement until receipt by Avtec of such Hardware. Avtec shall assume the risk of loss and damage to any Hardware returned to Avtec for repair or replacement from receipt until delivery to Customer's point of shipment, excluding Puerto Rico and U.S. possessions and territories, (at Avtec's expense). If Avtec determines, in its reasonable discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Avtec, including all shipping expenses, shall be paid by Customer. **AVTEC SHALL HAVE NO LIABILITY WITH RESPECT TO DATA CONTAINED IN ANY HARDWARE RETURNED TO AVTEC.** For any Hardware or parts thereof repaired or replaced under this Section 15, the warranty period applicable to the Hardware will continue for the longer of (c) the remainder of the original warranty period or (d) 90 days after the repaired or replaced Hardware is returned to Customer.

16. Exclusions. The foregoing warranty and remedies are for Customer's exclusive benefit and are nontransferable. Any and all warranties shall be deemed void and no warranty will apply if the Hardware or Software: (i) has been altered except by Avtec; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Avtec in the enclosed Documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Avtec disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Avtec warranty obligations do not include installation support.

EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, AVTEC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF ABSENCE OF HIDDEN DEFECTS AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OR TRADE OR COURSE OF DEALING.

17. Intellectual Property. Avtec warrants that it is the owner of Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party. If the Software becomes, or in Customer's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of any intellectual property right, or in the event of any adjudication that the Software infringes any such right, Avtec, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; or (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality relied upon by Customer. The remedies set forth in this Section 17 are not exclusive of any others Customer may have.

18. Limitation of Remedies. Except for Avtec's indemnity obligations and notwithstanding any other provisions of any agreement between Avtec and Customer, Customer's exclusive remedy in respect of or related (directly or indirectly) in any way to any defective Product or Service (including without limitation the design, use, suitability, performance, features, characteristics or other aspects thereof, whether or not covered by any warranty) shall be for Avtec, at Avtec's option, to either: (i) repair or correct the defect within a reasonable time; (ii) replace the Product in question with an identical but non-defective product; (iii) replace the Product in question with a different Product whose functionality is substantially the same as the Product being replaced; (iv) re-perform the Service, or (v) refund to Customer all charges in respect of the Product or Service previously paid by Customer to Avtec; provided, however, if the Service in question is a Service rendered over an extended term, such refund shall not exceed such charges as were incurred during the 180 day period prior to the termination of the agreement providing for the Services.

19. Limitation of Liability. EXCEPT AS PROVIDED HEREIN, AVTEC'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, STATUTORY WARRANTY, INFRINGEMENT OR OTHERWISE, WILL BE LIMITED TO ACTUAL, PROVABLE DAMAGES NOT TO EXCEED TWO TIMES THE SUMS PAID BY CUSTOMER TO AVTEC FOR HARDWARE SOFTWARE AND SERVICES PROVIDED TO CUSTOMER.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS, OR LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF SYSTEM(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE SYSTEM(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of SC without regard to conflicts or choice of law provisions.

21. Commercial Computer Software. *This Section 21 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

21.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially

identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

22. Intellectual Property Infringement Indemnification. Where any infringement claim for which Avtec is liable results in a Deliverable being temporarily or permanently enjoined by a court or by an arbitrator, Avtec shall, in the following order and as commercially reasonable: (a) procure for Customer the right to use the Deliverable; or (b) replace the Deliverables with equivalent non-infringing Deliverables; or (c) modify the Deliverables sold to Customer so they become non-infringing; or (d) remove the Deliverable and refund the purchase on a prorated basis in the event it becomes commercially impossible or unreasonable in Avtec's sole opinion to provide a non-infringing Deliverable.

22.1 Intellectual Property Infringement Restrictions. Avtec shall have no liability or other responsibility in respect of any infringement claim in the event and to the extent that such claim results from modification of the Deliverable by a person or entity other than Avtec and other than on Avtec's authority, direction, request or specification, to the extent the claim would have been avoided but for such modification; or use of the Deliverable in combination with other products where such use (i) has not been disclosed in writing by Customer to Avtec prior to the date of provision thereof to Customer, (ii) was not provided, proposed or recommended by Avtec nor contemplated in the Specifications, and (iii) does not reasonably constitute an intended or expected combination or use of the Deliverable, to the extent the claim would have been avoided but for such combination.

23. Entire Agreement. This Agreement, any sales quotes, amendments, orders and SOWs made hereunder, constitutes the entire agreement between the Parties with respect to the subject matter hereof. In addition, this Agreement supersedes and replaces any and all prior agreements or arrangements between the Parties, whether oral or written.



RICHARD FIGUEROA
ACTING DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

December 26, 2019

Tony Hobson, Ph.D, Director
Plumas County Behavioral Health
270 County Hospital Road #109
Quincy, CA 95971

APPROVAL FOR ONE-TIME FUNDING TO INITIATE WHOLE PERSON CARE CAPACITY

Dear Mr. Hobson:

The purpose of this letter is to notify you that the Department of Health Care Services (DHCS) has approved your request for One-Time Funding to Initiate Whole Person Care Capacity within your county.

Please submit a signed Board of Supervisors Resolution by January 31, 2020. The allocation of funds totaling \$408,491.08 is expected to be processed no later than March 31, 2020 and will be available for final encumbrance or expenditure by June 30, 2025.

A final evaluation and summary report is due 90 days after the full expenditure of funding. The report shall include the disposition of funds, the services provided and the number of individuals served.

If you have any questions regarding this approval, please contact the 1115WholePersonCare@dhcs.ca.gov mailbox.

Sincerely,

Dana Durham
Policy and Medical Monitoring Branch Chief
Managed Care Quality Monitoring Division

RESOLUTION NO. 20-

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AUTHORIZING THE COUNTY TO PARTICIPATE IN THE ONE-TIME WHOLE PERSON CARE PILOT PROGRAM AVAILABLE TO COUNTIES THAT ARE CURRENTLY NOT PARTICIPATING IN THE WHOLE PERSON CARE PROGRAM

The Plumas County Board of Supervisors Finds:

WHEREAS, In addition to the \$100 million one-time General Fund proposed in the Governor's Budget for Whole Person Care Pilots, the Governor's 2019-2020 budget includes a one-time augmentation of \$20 million from the Mental Health Services Fund for counties that do not operate a Whole Person Care Pilot. With this funding, additional counties are able to develop and implement essential programs and infrastructure to focus on coordinating health, behavioral health and critical social services, such as housing. Priority will be given to individuals with mental illness who are also homeless, or at risk of becoming homeless; and

WHEREAS, California has successfully worked with twenty-five (25) Whole Person Care Pilot programs to provide targeted populations with a range of comprehensive services and supports to address unmet needs and improve the quality and outcomes of high-risk populations. The 2019-2020 Governor's Budget encourages additional counties to intake Whole Person Care-like pilot capacity with a one-time funding allocation of \$20 million and multi-year spending authority through June 30, 2025 from the Mental Health Services Fund; and

WHEREAS, the County of Plumas affirms the county's commitment to combatting the need for a Whole Person Care approach due to unmet social, behavioral health, and health needs within vulnerable populations, and from the existing fragmentation of organization and financing of the current health and human services systems;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, CALIFORNIA, that:

1. The County of Plumas is authorized to participate in the California One-Time Funds to initiate the Whole Person Care Pilot project allocation in Fiscal Year 2019-2020; and

2. The County of Plumas designates the Director of Behavioral Health, Tony Hobson, as the grant director and the primary point of contact;

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 14th Day of January 2020, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairperson, Board of Supervisors

ATTEST:

By: _____

Nancy L. DaForno
Clerk of the Board

3B2

PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, SIERRA LAW CENTER, a California Corporation, (hereafter "Attorney") and Plumas County, a political subdivision of the State of California (hereafter "County") seek to enter this contract; and,

WHEREAS, on January 21, 2020, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney, by and through its Managing Attorney, Jacob Zamora, is qualified to practice law in California and to perform this contract. Except as otherwise provided herein, all professional services to be provided by Attorney pursuant to this contract shall be provided by Jacob Zamora. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).
2. **Term of Contract:** This contract shall commence with an effective date of January 21, 2020, and end on May 31, 2021, unless terminated earlier in accordance with Paragraph 13, below.
3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in Paragraph 4, below. The Attorney acknowledges that one-third (1/3rd) is an approximation, and agrees not to refuse appointments on the ground of disproportionality, prior to conferring in good faith with the County Counsel or Superior Court Judges.

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

- (1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.



Attorney's Initials

- 1 -


County Initials

Attorney will maintain an office and a physical presence in Quincy, the Plumas County seat, in order to facilitate accessibility to clients and for the convenience and efficiency of the courts.

4. Appointment Process: In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such a written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: County Counsel shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.



Attorney's Initials

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County Counsel's monthly report summaries to permit each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County Counsel of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. Cases Pending on Commencement of Contract: Public defender cases to which the Attorney was appointed by County's courts prior to January 21, 2020, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract. If within the scope of services provided by this contract. Subject to appointment by the Court in such cases, Attorney agrees to take over the public defender caseload to which attorney Taj Gomes was appointed by the County's Courts prior to the effective date of this contract.

6. Compensation: The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of \$8,741.53 per month as the total compensation due Attorney under the contract. Any partial month shall be prorated at the amount of \$281.98 per day. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of \$57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of \$57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. Copy Machines: Use shall be permitted of County copy machines only for work performed under this contract, but the Attorney shall reimburse the County at the rate generally charged to county departments.

8. Expenses of County: The County shall pay for all services of a court reporter when



Attorney's Initials

such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

- (a) The court finds that a case is so complex that it requires legal specialization the Attorney does not possess.
- (b) The court finds a conflict of interest in appointing the Attorney.
- (c) The court transfers venue outside of the County.
- (d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

9. Private Practice: The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney and the Attorney declined to be appointed to the case.

When scheduling appearances in other counties, or for private cases in Plumas County, the Attorney shall give priority to appearances required under this contract. Failure to give priority shall constitute good cause for the County's termination of this contract.

10. Client Reimbursement of County: In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

- (a) Notify the court if the Attorney has knowledge that a client has made materially inaccurate disclosures of the client's financial condition; and,
- (b) Notify the court in timely fashion of the time and value of services furnished by the Attorney to the client; and,
- (c) Cooperate with the Tax Collector's Office, generally, and also inform clients of their obligation to comply with their court-ordered reimbursement of the County, including compliance with the procedures of the Tax Collector's Office, especially as regards financial disclosure and collection arrangements; and,
- (d) Advise the Court about how to raise the level of client reimbursements for public defender services.

11. Independent Contractor: The Attorney's relationship to the County is one of independent contractor and not employment.



Attorney's Initials

12. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least \$100,000 per claim and \$300,000 for all claims made on an annual basis. If County requires higher coverage, County shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase substantially, the Attorney may notify the County Administrator to open the contract to discuss an increase in compensation only to cover those cost increases.

13. **Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services in that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty (60) days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

14. **Signatures:**

ATTORNEY

Sierra Law Center
A California Professional Corporation

By 
Jacob Zamora, Managing Attorney

By _____

Dated: 1-13-20

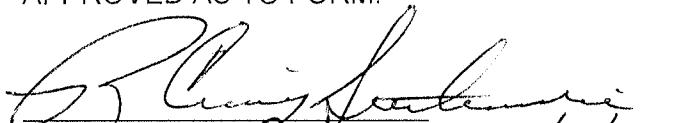
COUNTY OF PLUMAS

A political subdivision of the
State of California

By _____
Kevin Goss, Chair
Board of Supervisors

Dated: _____

APPROVED AS TO FORM:


R. Craig Settemire
County Counsel
1/15/2020



Attorney's Initials

The Plumas County Superior Court has determined that the JACOB ZAMORA possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

Dated: _____, 2020

PLUMAS COUNTY SUPERIOR COURT
By Hon. Janet Hilde, Presiding Judge

[s:\contracts\public defender\public defender contract 2020 to 2021- zamora.doc]



Attorney's Initials

- 6 -

County Initials 