

## **BOARD OF SUPERVISORS**

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

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

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

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

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

**AGENDA FOR REGULAR MEETING OF SEPTEMBER 19, 2017 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://www.countyofplumas.com)

**9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

**PLEDGE OF ALLEGIANCE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

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

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

## **ACTION AGENDA**

### **1. CONSENT AGENDA**

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

#### **A) TREASURER/TAX COLLECTOR**

- 1) Adopt **RESOLUTION** approving the Agreement between Franchise Tax Board-Court Ordered Debt and Plumas County Treasurer/Tax Collector
- 2) Approve multi-year Equipment lease and Service Agreement between County of Plumas and Wells Fargo Financial Leasing for new Canon copy machine; approved as to form by County Counsel

#### **B) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign FY 2017-2018 contract between County of Plumas and Crestwood, not to exceed \$160,000, for psychiatric health services; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign FY 2017-2018 contract between County of Plumas and Restpadd, not to exceed \$50,000, for psychiatric health services; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign five-year Professional Office Lease between County of Plumas and Plumas Rural Services (\$1,850 per month) for building located at 280 E. Sierra St., Portola, CA

#### **C) HUMAN RESOURCES**

Approve and authorize the Chair to sign Agreement between County of Plumas and AXA to continue Group Life Insurance Benefits; approved as to form by County Counsel

## 2. DEPARTMENTAL MATTERS

### A) BEHAVIORAL HEALTH – Robert Brunson

- 1) Adopt **RESOLUTION** approving Behavioral Health Department's Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-2020, and authorize the Director of the Behavioral Health Department to Submit the Plan to the State and Signature Authority for Implementation of the Mental Health Services Act Program and Expenditure Plan, 2017-2020. **Roll call vote**
- 2) Approve and authorize the Chair to sign Service Agreements and Memoranda of Understanding accompanying the Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-2020; discussion and possible action
  - Environmental Alternatives, Agreement MHSA1718EA - \$500,000
  - Eastern Plumas Health Care, Agreement MHSA1720EPPH - \$300,000
  - Feather River College, Agreement MSHA1720FRC - \$557,032
  - Plumas County Public Health Agency, MOU MHSA1720PCPH-SC – \$581,204
  - Plumas County Public Health Agency, MOU MHSA1720PCPH-VSO – \$230,707
  - Plumas County Public Health Agency, MOU MHSA1720-YPP – \$147,236
  - Plumas Crisis Intervention and Resource Center, Agreement MHSA1718PCIRC-CAS – \$51,696
  - Plumas Crisis Intervention and Resource Center, Agreement MHSA1720PCIRC-WFRC – \$806,539
  - Plumas District Hospital, Agreement MHSA1720PDH - \$300,000
  - Plumas Rural Services, Agreement MHSA1720PRS-CC – \$278,564
  - Plumas Rural Services, Agreement MHSA1720PRS-CBHTP – \$325,986
  - Plumas Rural Services, Agreement MHSA1720PRS-YCMHP – \$987,589
  - Plumas Rural Services, Agreement MHSA1720PRS-YSP – \$526,839
  - Plumas Rural Services, Agreement MHSA1720PRS-CSTH – \$920,306
  - Plumas Unified School District, Agreement MHSA1720PUSD – \$994,000
  - Roundhouse Council, Agreement MHSA1720RC – \$231,975
  - Seneca Healthcare District, Agreement MHSA1720SHD – \$210,000
- 3) Adopt **RESOLUTION** authorizing Application for and Receipt of "No Place Like Home Program" Technical Assistance Grant Funds. **Roll call vote**

## 3. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Elliott Smart for services as Director of Social Services/Public Guardian and additional special duties; approved as to form by County Counsel
- B. Approve and authorize the Chair to sign response to the FY 2016-2017 Grand Jury Report; and direct the Clerk to provide sufficient notice; discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

1:00 P.M. **AFTERNOON SESSION**

**4. BOARD OF SUPERVISORS**

- A. **CONTINUED PUBLIC HEARING:** The Plumas County Board of Supervisors will continue its public hearing on the FY 2017-2018 County Budget
- B. Report and update by Susan Scarlett, Budget Consultant on the FY 2017-2018 Budget; discussion and possible action regarding various county departments and programs
- C. Adopt **RESOLUTION** adopting the Final Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2017-2018, in Accordance with Government Code §29092, and other Budgetary Administrative Controls in Accordance with §29092. **Roll call vote**

**5. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Claim against the County filed by Brian Garrett on August 31, 2017
- B. Personnel: Public employee performance evaluation – Museum Director
- C. Conference with Legal Counsel: Existing litigation – County of Butte and County of Plumas v. Department of Water Resources, Defendant and Respondent; State Water Contractors, Inc., et al., Real Parties in Interest and Respondents, California County of Appeal, Third District, Case No. C071785, pursuant to subdivision (a) of Government Code §54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, October 3, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pcttc@countyofplumas.com](mailto:pcttc@countyofplumas.com)  
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

DATE: August 22, 2017

TO: Honorable Board of Supervisors

FROM: Julie A. White, Plumas County Treasurer-Tax Collector

SUBJECT: Agenda Request for September 19, 2017

Recommendation:

That the Board of Supervisors authorize the Treasurer/Tax Collector to sign the State of California Standard Agreement Number C1700080 between the Franchise Tax Board-Court Ordered Debt (FTB-COD) Collection Program and County of Plumas, Treasurer-Tax Collector.

Background:

On January 14, 1997, the Board authorized the Treasurer/Tax Collector to enter into an MOU with the Franchise Tax Board for the collection of court ordered debts.

Revenue and Taxation Code sections 19280-19283 provide authority for FTB to assist counties in the collection of unpaid court-ordered fines, forfeitures and penalties.

FTB is a proven successful debt collector and we believe this program is a benefit to Plumas County.

I appreciate your consideration of this request.

Thank you.

Resolution No. 17-

COPY

RESOLUTION APPROVING THE AGREEMENT BETWEEN FRANCHISE TAX BOARD-COURT ORDERED DEBT AND PLUMAS COUNTY TREASURER/TAX COLLECTOR

WHEREAS, Sections 19280 through 19283 of the Revenue and Taxation Code authorize the collection of unpaid fines, state or local penalties, bail, forfeitures, restitution fines, restitution or any other amounts imposed by a Superior Court of the State of California upon a person or any other entity that are due and payable by the Franchise Tax Board, and

WHEREAS, the County of Plumas desires to enter into multi-year contracts with the Franchise Tax Board for the purpose of collection of unpaid delinquent court ordered debt pursuant to Section 1463.007 of the Penal Code.

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

The Treasurer/Tax Collector is authorized and directed to execute the agreement with the Franchise Tax Board to provide collection services for court ordered debt.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of the Board held on the 19<sup>th</sup> day of September, 2017 by the following vote:

AYES:

NOES:

ABSENT:

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Chair, Board of Supervisors

Attest:

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Clerk of the Board

**White, Julie**

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**From:** Settlemire, Craig  
**Sent:** Thursday, August 31, 2017 4:35 PM  
**To:** Hostetter, Kelsey  
**Cc:** White, Julie; Snyder, Mari  
**Subject:** Resolution Approving Agreement with FTB for Debt Collection [#17-451]

Kelsey:

The above-referenced Resolution is approved as to form.

Thanks,

R. Craig Settlemire  
Plumas County Counsel  
520 Main Street, Room 302  
Quincy, CA 95971-9115

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

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STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**C1700080**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Franchise Tax Board

CONTRACTOR'S NAME

County of Plumas

2. The term of this Agreement is: December 1, 2017 or date of approval, whichever is later, through November 30, 2020

3. The maximum amount of this Agreement is: FTB will charge an Administration Fee in accordance with the governing R & TC (19280-19283) as amended by subsequent legislation

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work

6 pages

Exhibit B – Budget Detail and Payment Provisions

1 page

Exhibit C\* –Terms and Conditions (<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>)

GTC417

Exhibit D - Special Terms and Conditions

1 page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

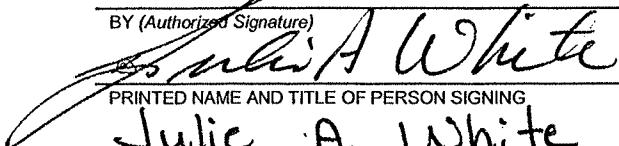
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

BY (Authorized Signature)



DATE SIGNED (Do not type)

8/15/17

PRINTED NAME AND TITLE OF PERSON SIGNING

Julie A. White

ADDRESS

P.O. Box 176, Quincy, CA 95971

**STATE OF CALIFORNIA**

AGENCY NAME

Franchise Tax Board

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael A. Banuelos, Procurement and Contracting Officer or Designee

ADDRESS

P.O. Box 2086, Rancho Cordova, CA 95741-2086

**California Department of General Services Use Only**

Exempt per: SCM 1-4.04.A.2.

**EXHIBIT A****SCOPE OF WORK****Purpose**

This Agreement is entered in between the Franchise Tax Board's Court-Ordered Debt Collections Program, herein after referred to as "FTB-COD" and County of Plumas, herein after referred to as "Court/Client" for the purpose of the collection of unpaid court ordered fines, forfeitures and penalties by the Franchise Tax Board.

**Legal Authority**

This Agreement is authorized under the provisions of Revenue and Taxation Code Sections 19280 through 19283 and the Penal Code Sections 1463.010 through 1463.012.

**Duration**

1. **Term:** The Agreement will be from December 1, 2017 or date of approval, whichever is later, and will be in effect until November 30, 2020.
2. **Amendments:** This Agreement may be amended by FTB-COD in writing. No alteration or variation of the terms of this Agreement shall be valid by Court/Client unless made in writing and signed by the parties hereto. Should an Agreement change be necessary the current Agreement terms will remain in effect until a new Agreement is signed by all parties.
3. **Cancellation:** Either party may terminate this Agreement for any reason, upon thirty days (30) prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.

**General Provisions**

The Contract Administrators for this Agreement shall be the following person:

**Franchise Tax Board**

FTB - Court-Ordered Debt Collections  
Carrie Deterding  
PO Box 1328  
Rancho Cordova, CA 95741-1328  
Phone: (916) 845-5326  
Email: [carrie.deterding@ftb.ca.gov](mailto:carrie.deterding@ftb.ca.gov)

**County of Plumas**

Kelsey Hostetter  
P.O. Box 176  
Quincy, CA 95971  
Phone: (530) 283-6259  
Email: [kelseyhessig@countyofplumas.com](mailto:kelseyhessig@countyofplumas.com)

Return two (2) signed Agreements to:

**Franchise Tax Board**

Procurement Bureau/Contracts  
TaNita Martinez  
P.O. Box 2086, Mailstop A-374  
Rancho Cordova, CA 95741-2086  
Phone: (916) 845-7199  
Email: [TaNita.Martinez@ftb.ca.gov](mailto:TaNita.Martinez@ftb.ca.gov)

**EXHIBIT A****SCOPE OF WORK (continued)****Definitions:**

1. "Delinquent Amount" is the amount of court-ordered fine, fee, state or local penalty, forfeiture restitution fine, failure to appear fine, restitution order, or combination thereof, which has not been paid 90 days after payment of the amount first becomes delinquent.
2. "Case" is a delinquent amount owed by a person or debtor, which has been referred by the Court/Client to FTB-COD for collection.
3. "Pro Rata Distribution": If the amount collected is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). This is based on a percentage equal to the current balance of each case divided by the total balance of the account.
4. "Account" is the primary location of a debtor's case or cases from one or more Court/Client. Unique identification numbers are assigned by FTB-COD to each debtor that is assigned to our collection program.
5. "Administrative Fee": The cost for FTB-COD to administer the program pursuant to R&TC Section 19282.

## EXHIBIT A

SCOPE OF WORK (continued)**Court/Client Responsibilities:**

1. **Account/Cases and Amounts Referred for Collection:** The Court/Client is responsible for referring accounts that comply with criteria and dollar amount minimums set forth in R & TC 19280-19283 and Penal Code 1463.010 - 1463.012. The amount referred by the Court/Client may include any interest, which accrued prior to the date of referral. The Court/Client may update the debt balance to include any additional accrued interest-through the FTB secure automated information exchange process.
2. **FTB-COD Reimbursement:** The Court/Client agrees to work cooperatively with FTB-COD to resolve erroneous payment/debtor refund issues. The Court/Client will be responsible for reimbursing FTB-COD when:
  - FTB-COD initiates the transmittal of funds to the Court/Client.
  - Debtor's check to FTB-COD has been identified as a "Bad Check", and such funds have been transmitted to Court/Client.
  - Credit card payments are charged back or reversed by debtor and such funds have been transmitted to the Court/Client.
  - FTB-COD erroneously collected money as a result of inaccurate case data provided by the court and sent the funds collected to the Court/Client.
3. **Case Balance Adjustments Made by the Court/Client:** Case adjustments to the amount of fees and fines imposed on a defendant/debtor for cases referred and accepted by the FTB-COD, which are the result of judicial review of the case or payments and/or credits received from the defendant/debtor, must be immediately communicated by the Court/Client to FTB-COD through the FTB secure automated information exchange process. Case balance adjustments made to cases referred to and accepted by the FTB-COD that are adjusted by the Court/Client, while subject to the FTB-COD collection procedures are not eligible for refund of administration fees if such adjustment resulted in over collection of the case balance.
4. **Court/Client Collection Activity Suspended:** With the exception of referring accounts to the FTB Interagency Intercept Collections Program, Court/Client will refrain from any and all collection activity, including referring said cases/accounts to another contractor for collection action, on any cases/accounts that have been referred to the FTB under this Agreement.
5. **Court/Client to Resolve Disputes with Debtor:** Cases referred to FTB-COD are deemed final, due and payable in full. Questions or disputes made by a debtor raised with FTB-COD regarding the accuracy of the debt will be referred back to the Court/Client for resolution. FTB-COD collection activity may, at FTB-COD's sole discretion, be suspended pending resolution of the issue.
6. **Information Exchange:** Case Information must be exchanged with FTB-COD through the FTB secure automated information exchange process. FTB will provide a schedule for weekly processing of client new referrals and case up dates to FTB, and updates back to the client. Specific case information exchanged is contained in the record layout and is used to manage the case collection process. The Court/Client agrees to follow the most currently prescribed record layout. The record layout and exchange process instructions can be found at:  
[http://www.ftb.ca.gov/online/Court\\_Ordered\\_Debt/record\\_layout.pdf](http://www.ftb.ca.gov/online/Court_Ordered_Debt/record_layout.pdf)

FTB-COD will provide an Action File through the FTB secure electronic information exchange process. Data on this file includes but is not limited to bills sent to the debtor, cases withdrawn, returned or rejected and sent back to the Court/Client. The Court/Client agrees to process the FTB-COD Action file and to update their case management system before submitting their next case information file.

## EXHIBIT A

SCOPE OF WORK (continued)**Court/Client Responsibilities:**

7. **Payment Notification:** The Court/Client will provide to the FTB-COD a weekly report of any payments received on referred accounts regardless of the payment source and location received/collected.
8. **Distribution of Money Collected:** The Court/Client is responsible for distributing amounts received under this Agreement pursuant to applicable law.
9. **Refunds and Administration Fees:** Cases referred to FTB-COD with inaccurate case data resulting in payments collected erroneously will be refunded to the affected parties by the Court/Client. The Court/Client agrees to refund the full amount of erroneously collected funds to include the administration fees if assessed by FTB-COD.
10. **Information to be made available:** The Court/Client will make available to the FTB-COD, for use in its collection efforts, all necessary information and the sources including enforcement remedies and capabilities available to the court.

## EXHIBIT A

**SCOPE OF WORK (continued)****FTB-COD Responsibilities**

1. **Collection and Support Services:** FTB-COD will determine the appropriate enforcement remedies and/or services to be utilized for the collection of amounts referred under this Agreement. To the extent authorized by Revenue and Taxation Code Section 19280, subdivision (d)(2), any enforcement remedies and capabilities available to the court shall apply without limitation to amounts referred under the provisions of Revenue and Taxation Code Sections 19280 - 19283 and this Agreement.

**Support Services:** FTB-COD provides the Court/Client with the following services:

- Telephone access for Court/Client liaisons, available Monday through Friday during typical business hours except observed state holidays
- New and Refresher Client Service Training
- Monthly Collections Report
- On a weekly basis, FTB-COD is to provide the Court/Client a schedule of payments received and applied to the applicable accounts.
- Updates on policies, procedures, and applicable business news through periodic communication notices via email
- Conference calls for resolutions to issues that cannot be resolved through normal Client Liaison telephone contact
- Call Center for debtors available Monday through Friday except observed state holidays.
- In the event of a disaster, FTB-COD may not be able to fulfill the aforementioned services until such time FTB-COD can resume normal business operations.
- Informational Website to include frequently asked questions and technical Updates:  
[My Court-Ordered Debt Account - General Information](#)

2. **FTB-COD Data Sources: Confidentiality of Debtor Information:** The Information Practice Act, Public Records Act, and Revenue and Taxation Code prohibit FTB-COD from disclosing personal debtor information secured by our collection efforts to our Court/Clients. In addition, this Agreement does not provide for the use of confidential Federal Tax Returns or confidential tax return information obtained from the Internal Revenue Service.
3. **Case and Data Retention:** All records received by FTB-COD and any database created, copies made, or files attributed to the records received will be destroyed when no longer needed for the business purpose for which it was originally obtained. Data will be destructed in accordance with established FTB Data Retention Guidelines, which are four (4) years from the date the last active case on the account was withdrawn or closed. The records shall be destroyed in a manner to be deemed unusable or unreadable and to the extent that an individual record can no longer be reasonably ascertained.

Exception: Accounts will not be destroyed per the Data Retention Guideline if:

- A payment was received within four (4) years
- A payment issue is being reviewed
- A credit balance exists on the account
- A refund, fund transfer or general fund credit existed within the last four (4) years

**EXHIBIT A****SCOPE OF WORK (continued)****FTB-COD Responsibilities**

4. **Return of Cases:** FTB-COD, at its sole discretion, may return any case that has been pursued for collection to the most practicable extent. Cases will be returned to the Court/Client when the following conditions apply:
  - After 12 months when a case does not have or FTB-COD cannot verify social security number (SSN) provided by client, and known assets and payments have been collected.
  - After 24 months when the case has a social security number but we have no activity.
  - Debtor files Bankruptcy.
  - Higher priority debt has been confirmed.
  - Confirmation of a deceased debtor.
  - A zero balance due.
5. **FTB-COD Installment Agreement:** FTB-COD may, upon proof of debtor's financial condition, in its sole discretion, enter into an installment Agreement with the debtor.
6. **Potential Incorrect Debtor (PID)/Identity Theft:** When identity theft or potential incorrect debtor information is determined by FTB COD, the FTB-COD will take appropriate action to remedy resulting adverse affects. Such action will include, but not limited to:
  - Notify the referring client if the referring client provided the incorrect name and/or identifying information, such as the social security number. The referring clients will either withdrawal the case or provide correct identifying information.
  - Release all orders on account. (Earning Withholding Order and Order to Withhold).
  - Withdraw all cases and return to the appropriate client(s).
  - Contact appropriate client(s) by phone to inform them of potential identity theft.
  - Identify any misapplied funds and request a refund (if applicable).
7. **Audit By the Court/Client:** FTB-COD agrees that those matters connected with the performance of any work done under this Agreement, including, but not limited to, the costs of administering the Agreement, may be subject to the examination and audit by the Court/Client or its authorized representative, for a period of three (3) years after final payment is made.
8. **Audit Report:** In the event an audit is conducted of FTB-COD, specifically as to this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the FTB-COD or otherwise specified regarding this Agreement, then FTB-COD shall file a copy of such audit report with the Court/Client within thirty (30) days of FTB-COD's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The Court/Client shall maintain the confidentiality of such audit report(s) to the extent required by law.

## EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Deposits to State Treasury:** All amounts collected by FTB-COD for amounts owing on delinquent court ordered debts should be transmitted to the State Controller's Office for deposit in the Court Collection Account. Amounts collected pursuant to this program are amounts collected pursuant to a comprehensive program as provided in Section 1463.007 of the Penal Code.
2. **State Controller Distribution:** The State Controller's office shall transfer amounts collected to the Court/Client, less the administrative costs of the program. Such amount deducted by FTB-COD for administrative costs shall not exceed the maximum percentage authorized by Revenue and Tax Code (R&TC) Section 19282 of the amount collected. The State Controller's Office shall make transfers at least once each month. This Agreement makes no provision for any such other direction of amount recovered. This provision shall not be construed to preclude or affect any contractual Agreement by the State Controller and the Court/Client regarding transfers, except as to the deduction for cost of administration.
3. **Payments Collected In Error:** Payments collected in error by FTB-COD will be refunded to the affected parties by FTB-COD. The Court/Client will not be assessed administrative fees on those payments.
4. **Partial Recovery - Pro Rata Distribution:** If the amount collected is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). This is based on a percentage equal to the current balance of each case divided by the total balance of the account.
5. **Administrative Fees:** Payments to cases referred to the FTB-COD for collections and accepted by the FTB-COD are subject to an administrative fee provided for in R&TC Section 19282. FTB-COD may receive administrative fees for amounts collected up to one year of the return of a case, subject to the fiscal provisions in this Agreement and provisions relating to payments deemed FTB-COD collected. Administrative fees will be assessed on payments received and applied to the referred case regardless of where or by whom payment is made subject to the following exceptions:
  - Payments collected through the FTB Interagency Intercept Collection program (R&TC 19280-19283).
  - Payments collected through liens filed by the Court/Client or an agent for the Court/Client prior to referral to FTB-COD.
  - The payment is collected after the FTB-COD has returned the case/account under guidelines set forth in this Agreement and the FTB-COD cannot prove that the collection resulted from FTB-COD collection activity.
  - Payments that the Court/Client can prove did not result from FTB-COD collection activity
6. **Refunds and Administration Fees:** FTB-COD will refund monies, not yet transferred to the respective client, to the affected parties wherefrom money was collected erroneously as a result of FTB-COD's actions. Administration fees will not be assessed on monies collected in error by the FTB-COD.
7. **Payment Application for Withdrawn or Returned Cases:** Payments received by FTB-COD on cases that have been withdrawn and/or returned will be applied in the following manner:
  - Recovery of bad checks
  - To the last case that was withdrawn\returned.

Any refund issues resulting from payments on the above case types will be the responsibility of the Court/Client.

## EXHIBIT D

**SPECIAL TERMS AND CONDITIONS**

1. **Statement of Confidentiality:** The Franchise Tax Board has confidential taxpayer tax returns and other data in its custody. Unauthorized inspection or disclosure of State returns or other confidential taxpayer data is a misdemeanor (Sections 19542 and 19542.1, Revenue and Taxation Code and 90005, Government Code). Unauthorized inspection or disclosure of confidential data that includes Federal returns and other data is a felony (Sections 7213(a) (1) and 7213A (a) (1) (B) Internal Revenue Code).
2. **Employee Access to Information:** FTB-COD agrees that the information obtained will be kept in the strictest confidence and shall be made available to its own employees only on a "need to know" basis. Need to know is based on those authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. FTB-COD agrees to ensure that the information received under this Agreement is disclosed only to those individuals and for such purpose as specified in this Agreement.
3. **Contingency Clause to Budget Act:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Court/Client or to furnish any other considerations under this Agreement and Court/Client shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Court/Client to reflect the reduced amount.

Mari

Michelle Fletcher <Michelle@plelawfirm.com>

Monday, August 14, 2017 3:03 PM

Snyder, Mari

RE: Review: SA w/State of CA Franchise Tax Board re collections/wage & bank garnishments #  
17-358

Approved, but I don't see a place for Margaret's signature.

---

**From:** Snyder, Mari [mailto:[MariSnyder@countyofplumas.com](mailto:MariSnyder@countyofplumas.com)]

**Sent:** Tuesday, August 08, 2017 3:45 PM

**To:** Michelle Fletcher

**Cc:** Snyder, Mari

**Subject:** Review: SA w/State of CA Franchise Tax Board re collections/wage & bank garnishments #17-358

Please see attached for review & approval.

Mari



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)  
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

*IAJ*

**DATE:** September 8, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Julie A. White, Plumas County Treasurer-Tax Collector/Collections  
Administrator

**SUBJECT:** Canon Copier Lease and Service Agreement

**Recommendation:** Approve multi-year Equipment Lease and Service Agreement

**Background and Discussion:** The Treasurer-Tax Collector's office was in need of a new copy machine because the lease on the previous machine had expired. The attached Service Agreement is a multi-year agreement with the Ray Morgan Company to service the machine. The attached Lease is with Wells Fargo Financial Leasing for the equipment.

I respectfully request approval for the multi-year Service Agreement and Equipment Lease Agreement.

Thank you for your consideration.

# Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

**Customer Information:**

Customer's Full Legal Name ("You" and "Your"):  
County of Plumas

Treasurer-Tax Collector

Address:  
520 Main Street, PO Box 176 Rm 203

City/State/Zip Code:  
Quincy/CA/95971

Telephone Number:  
(530) 283-6260

Federal Tax ID#:  
94-6000528

**Equipment Information:**  
 See Attached Equipment Schedule

**Supplier Information:**

Supplier Name ("Supplier"):  
Ray Morgan Company

Address:  
3131 Esplanade

City/State/Zip Code:  
Chico/CA/95973

County:  
Plumas

**Equipment Location (if different than address shown above):**

Treasurer 520 Main Street, Room 203, Quincy,

Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1	Canon IR ADV 45451/Fax-A32/CFU-ANI/Fin-Y1/5uge Canon IR ADV 4245/FIN-G1/CFU-ANI/Fin-Y1/5uge		
	<i>Up</i>		

**Term And Payment Information:** Initial Term: 60 months Payment\*: \$412.06 (\*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: Quarterly Security Deposit: \$0 Documentation/Processing Fee: \$75.00

Advance Payment: \$ applied to:  1st Payment  Last Payment  1st and Last Payments

Purchase Option (shall be Fair Market Value unless another option is checked):  Fair Market Value  \$1.00  Other:

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

**1. LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

**2. TERM; AUTOMATIC RENEWAL.** The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). Unless You have a \$1.00 Purchase Option, You shall notify Us in writing at least 30 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term or: (a) this Lease will automatically renew for an additional one-month period (a "Renewal Term"), and (b) all terms of this Lease will continue to apply. If You do not notify Us in writing within the Notice Period that You intend to purchase or return the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. This Lease is non-cancellable for the full Term.

**3. UNCONDITIONAL OBLIGATION.** You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

**4. PAYMENTS.** You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

**5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

**6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2**

Customer: (Identified above) <i>Plumas Co. Treasurer</i>	Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")
By: <i>Julie A. White Tax Collector</i> Date: 5/22/17	Date: ____ / ____ / ____
Print name: Julie A. White Title: Above	Print name: Title:
Agreement Number:	

any software) during the Lease. If the Equipment Includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such Insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

**11. DEFAULT; REMEDIES.** You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. DOLLAR PURCHASE.** This Section only applies if You have a \$1.00 Purchase Option. At the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown above multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

**15. MISCELLANEOUS.** You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your lease account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.

# COPY

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Treasurer-Tax Collector's Office (hereinafter referred to as "County"), and RAY A. MORGAN COMPANY, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty Six Hundred Dollars and 00/100 (\$3,600.00).

2. Term. The term of this agreement shall be from November 1, 2016 through October 31 2021, unless terminated earlier as provided herein. [\*\*This term shall be extended automatically on a quarter-to-quarter basis unless either party provides a notice of termination at least thirty (30) days prior to the end of the quarter. - *optional\*\**]
3. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. Upon termination, County shall pay to Contractor a prorated portion of the quarterly rate listed in Exhibit B.
4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

JK COUNTY INITIALS

CONTRACTOR INITIALS M

6. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
7. **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.
8. **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

 COUNTY INITIALS

CONTRACTOR INITIALS 

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

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

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

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

DRW COUNTY INITIALS

CONTRACTOR INITIALS MM

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

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

 COUNTY INITIALS

CONTRACTOR INITIALS 

unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Treasurer-Tax Collector's Office

County of Plumas

~~170 County Hospital Rd. Suite 203~~ 520 Main Street, Rm 203  
Quincy, CA 95971  
Attention: Julie White

Contractor:

Ray Morgan Company

3131 Esplanade

Chico, CA 95973

Attention: Mike Wysong

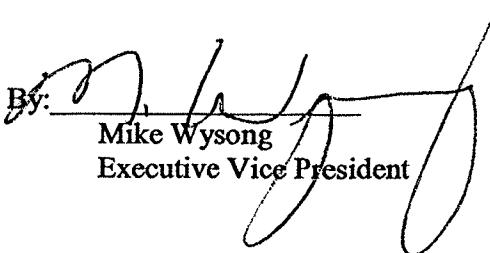
21. **Time of the Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

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

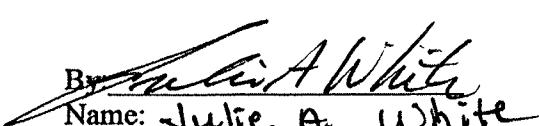
CONTRACTOR:

Ray A. Morgan Company,  
a California corporation

By:   
Mike Wysong  
Executive Vice President

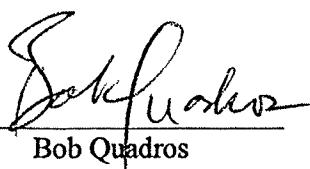
COUNTY:

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

By:   
Name: Julie A. White  
Title: Plumas County Treasurer -  
Tax Collector

 COUNTY INITIALS

CONTRACTOR INITIALS 

By: 

Bob Quadros  
CFO/Controller

Approved as to form:

Plumas County Counsel

By: 

Stephen L. Mansell  
Deputy County Counsel



COUNTY INITIALS



CONTRACTOR INITIALS 

**EXHIBIT A**

**Scope of Work**

*Canon IR Advance 4545i*

1. Contractor shall provide maintenance services for Canon IR Advance 4245, and related parts and equipment (the "Covered Equipment").
2. Maintenance services and materials to be provided by Contractor to the Covered Equipment include inspection, adjustment, parts and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment, black toner, and developer. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.
3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.
4. All service calls under this agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside of normal business hours may be provided at rates mutually agreed upon by Contractor and the County.
5. Contractor will respond to service calls from the County within two (2) working hours of receiving the call, unless another deadline is mutually agreed upon between Contractor and the County.
6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional and repairs cannot be completed within twenty-four (24) working hours.

*JWD* COUNTY INITIALS

CONTRACTOR INITIALS *2071*

**EXHIBIT B**

**Fee Schedule**

1. County shall pay a flat fee of \$168.00 every quarter for up to 24,000 black & white images per quarter on the equipment covered by this Agreement.
2. County shall pay an additional \$0.007 for every black & white image made in excess of 24,000 per quarter, to be added to the quarterly invoice.
3. Contractor shall read the image meter quarterly, and shall promptly invoice County following each meter reading. Contractor shall not invoice County more frequently than once per quarter.
4. County shall pay each undisputed invoice from Contractor within thirty (30) days of County's receipt of such invoice.
5. Late fees of 1.5% monthly (or 18% on an annual basis) may apply, at Contractor's discretion, to payments that are more than 30 days past due.
6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.
7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by Contractor in response to these network problems shall not be included in the above rates, and shall instead be charged at Contractor's then-current rates for such service calls.

 COUNTY INITIALS

CONTRACTOR INITIALS 

OG NO.	LOGGED-IN	REQUESTIN G PARTY	REQUESTING DEPARTMENT	REQUEST	PEND	FILE	PEND	FILE	PEND	FILE
16-636	1/1/22/2016	Julie White	Tax Collector	Equip Lease Agree re Canon IR Advance 4245: Wells Fargo TERM: 60 months w/auto renew & SA w/Ray Morgan Co. TERM: 11/1/16-10/31/21 re:			12/1/2016		P LIE	

COMMENTS: EMAIL PHONE IN-PERSON

Approved  
JW

MAY 19 2017 (3)

DATE LOGGED-OUT:

PURPOSE OF SUBMITTAL (check one below):

- Contract Review (*Complete Part A*)
- Other Review (grant, RFP, etc.)
- Draft Legal Document(s)
- Claim/Litigation

- Request for Legal Opinion
- Public Records Request
- Response to Subpoena
- Other (please describe below)

Deadline for Request/Review: 12/01/2016

(Standard response time is ten days)

**PART A: FOR CONTRACTS ONLY:**

1. Name of Counterparty/Vendor: Ray Morgan Company
2. Business Form of Counterparty/Vendor (check one below):
  - Individual
  - General Partnership (GP)
  - Corporation

*State of Incorporation:* \_\_\_\_\_

  - Government Entity
  - Limited Partnership (LP or LLP)
  - Limited Liability Company (LLC)

*State of Formation:* \_\_\_\_\_
3. Term of Contract: 5 years
- If longer than one (1) year, please explain why:* Copier Lease
4. Purpose of Contract: Contract and Lease for new copy machine in Treasurer-Tax Collector's office.

**PART B: FOR NON-CONTRACT SUBMISSIONS:**

Please summarize your request (attach memo if needed):

**County Counsel Use Only:**

Log No.: 16-636

Attorney Assigned: P LIE

Date Received: NOV 22 2016

Date Closed: MAY 24 2017

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045  
W. Robert Brunson, LMFT, Director



**Date:** September 8, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 19, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND CRESTWOOD.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2017-2018 contract for Crestwood for an amount not to exceed \$160,000.00. Contract has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Psychiatric Health Facility

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

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

W. Robert Brunson, LMFT, Director



**Date:** September 8, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for September 19, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN PLUMAS COUNTY BEHAVIORAL HEALTH AND RESTPADD.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2017-2018 contract for Restpadd for an amount not to exceed \$50,000.00. Contract has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Psychiatric Health Facility

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

# **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971  
(530) 283-6444 FAX (530) 283-6160  
Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)

1c



**DATE:** September 11, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF SEPTEMBER 19, 2017.

**RE: APPROVE AND AUTHORIZE THE CHAIR TO SIGN AGREEMENT BETWEEN COUONTY OF PLUMAS AND AXA TO CONTINUE GROUP LIFE INSURANCE BENEFITS**

---

### **IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Plumas County Board of Supervisor's chair to sign new agreement with AXA Equitable Financial Services, LLC.

### **BACKGROUND AND DISCUSSIONS**

We were recently notified that AIG Group Benefits has decided to exit the U.S. Group Benefits market for Employer Life, AD&D, Disability and Voluntary Employee Benefits by the end of 2017. We have used AIG for our Confidential Unit (Class 2) employees, unrepresented department heads, and Elected Officials (Class 2) life insurance policies for the past several years. AIG has worked closely with AXA to provide for a smooth transition for their policy holders who have accounts with AIG.

Unfortunately, we did not receive the AIG notice in time to make the smooth transition from AIG to AXA and are coming to Board for approval. We would like to move forward with authorizing the Board Chair to sign the AXA Master Application in order to maintain our current level of life insurance coverage to our employees as identified in the above groups. Our coverage will be effective September 1, 2017 and we have been given a 60 day grace period, for the transition.

There are no changes to our premiums and are guaranteed the same rates for the next two (2) years, covering Fiscal Year 2017/2018 and Fiscal Year 2018/2019. We have 28 Class 1 and 10 Class 2 employees who are covered under these policies.

I recommend the Board of Supervisors approve this request.



Products Included

**Life/AD&D**



Employee Benefits Proposal for:  
**COUNTY OF PLUMAS**

Presented by:

**Seabury & Smith, Inc (iow - AXA)**

**Seabury & Smith, Inc (iow**

Policy Form/Contract Numbers:

Group Life Insurance: ICC15 AXEBP15LI; ICC15 MOEBP15LI; MOEBP15LI; AXEBP15LI and State Variations.

AXA S.A. is a French holding company for a group of international insurance and financial services companies, including AXA Equitable Financial Services, LLC. (AEFS). "AXA" is the brand name of AEFS and its family of companies, including AXA Equitable Life Insurance Company (AXA Equitable) (NY, NY), MONY Life Insurance Company of America (AZ stock company, admin. office: Jersey City, NJ) (MONY America), and AXA Distributors, LLC. All group insurance products are issued either by AXA Equitable or MONY America, which have sole responsibility for their insurance and claims-paying obligations. Some products are not available in all states. AXA Equitable Life Insurance Company and MONY Life Insurance Company of America are not affiliated with Careington Benefit Solutions or VSP(Global). GE-104702 (06/15)(Exp. 06/17)

This proposal includes optional non-insurance services for specific lines of coverage and carry separate PEPM charges that are added to the cost of insurance. Travel Assistance Program services are provided by AXA Assistance USA, Inc., an affiliate of AXA.

Effective Date: September 01, 2017

Prepared On: April 12, 2017

Valid Until: September 01, 2017

**redefining / standards®** 



## Group Term Life - G1249731

<b>Eligibility</b>	
<b>Class Description</b>	Class 1: Department Head and County Supervisors
<b>Minimum Hours Requirement</b>	30 Hours per week
<b>Eligibility Waiting Period</b>	Date of Hire
<b>Benefit Plan and Features</b>	
<b>Plan Schedule</b>	\$50,000
<b>Guarantee Issue</b>	\$50,000
<b>Age Reduction</b>	50% of the original life amount at age 70
<b>Waiver of Premium</b>	Total Disability Prior to Age 60 6 Month Elimination Period Terminates at age 65
<b>Accelerated Death Benefit</b>	75% to \$250,000
<b>Conversion Benefit</b>	Included
<b>Travel Assistance</b>	Included
<b>Takeover</b>	Yes
<b>Definition of Earnings</b>	Basic Annual Earnings definition is the average monthly earnings received from the covered person's employer for the 12-month period ending just prior to the date of Death. It does not include commissions, bonuses, overtime pay or any extra earnings.
<b>Premium Contribution</b>	
<b>Employer Contribution</b>	100%
<b>Participation Requirement</b>	100%
<b>Cost Summary</b>	
<b>Monthly Premium</b>	\$760.50
<b>Eligible Employees</b>	25
<b>Covered Employees</b>	TBD
<b>Rate Guarantee</b>	24 Months



## Group Accidental Death & Dismemberment - G1249731

<b>Eligibility</b>		
<b>Class Description</b>		Class 1: Department Head and County Supervisors
<b>Minimum Hours Requirement</b>		30 Hours per week
<b>Eligibility Waiting Period</b>		Date of Hire
<b>Benefit Plan and Features</b>		
<b>Plan Schedule</b>		\$50,000
<b>Definition of Loss</b>		365 Days
<b>Dismemberment Benefit</b>		100% Both Hands or Both Feet 100% One Hand and One Foot 100% Hand or Foot and Sight in One Eye 50% One Hand or One Foot 50% Sight in One Eye 25% Paralysis of Arm or One Leg 50% Paraplegia 50% Hemiplegia 100% Quadriplegia 25% Hearing in One Ear 100% Sight in Both Eyes 25% Thumb and Finger on One Hand
<b>Age Reduction</b>		50% of the original life amount at age 70
<b>Waiver of Premium</b>		Not Included
<b>Child Education Benefit</b>		Up to \$5,000 annually, 4 year maximum
<b>Day Care</b>		\$2,500 annually to age 12, 5 year maximum
<b>Common Carrier</b>		100% of AD&D benefit up to \$250,000
<b>Rehabilitation/Physical Therapy</b>		\$5,000
<b>Repatriation</b>		\$5,000
<b>Seat Belt</b>		\$10,000
<b>Airbag</b>		\$10,000
<b>Spouse Education</b>		Up to \$5,000
<b>Premium Contribution</b>		
<b>Employer Contribution</b>		100%
<b>Participation Requirement</b>		100%
<b>Cost Summary</b>		Volume      Monthly Rate per \$1,000
<b>Monthly Premium</b>		\$1,500,000      \$0.050
<b>Eligible Employees</b>		75
<b>Covered Employees</b>		TBD
<b>Rate Guarantee</b>		24 Months



Group Term Life - G1249732



## Group Accidental Death & Dismemberment - G1249732

<b>Eligibility</b>		
<b>Class Description</b>	Class 2: All Other Employees	
<b>Minimum Hours Requirement</b>	30 Hours per week	
<b>Eligibility Waiting Period</b>	Date of Hire	
<b>Benefit Plan and Features</b>		
<b>Plan Schedule</b>	\$20,000	
<b>Definition of Loss</b>	365 Days	
<b>Dismemberment Benefit</b>	<ul style="list-style-type: none"><li>100% Both Hands or Both Feet</li><li>100% One Hand and One Foot</li><li>100% Hand or Foot and Sight in One Eye</li><li>50% One Hand or One Foot</li><li>50% Sight in One Eye</li><li>25% Paralysis of Arm or One Leg</li><li>50% Paraplegia</li><li>50% Hemiplegia</li><li>100% Quadriplegia</li><li>25% Hearing in One Ear</li><li>100% Sight in Both Eyes</li><li>25% Thumb and Finger on One Hand</li></ul>	
<b>Age Reduction</b>	50% of the original life amount at age 70	
<b>Waiver of Premium</b>	Not Included	
<b>Child Education Benefit</b>	Up to \$5,000 annually, 4 year maximum	
<b>Day Care</b>	\$2,500 annually to age 12, 5 year maximum	
<b>Common Carrier</b>	100% of AD&D benefit up to \$250,000	
<b>Rehabilitation/Physical Therapy</b>	\$5,000	
<b>Repatriation</b>	\$5,000	
<b>Seat Belt</b>	\$10,000	
<b>Airbag</b>	\$10,000	
<b>Spouse Education</b>	Up to \$5,000	
<b>Premium Contribution</b>		
<b>Employer Contribution</b>	100%	
<b>Participation Requirement</b>	100%	
<b>Cost Summary</b>		
	<b>Volume</b>	<b>Monthly Rate per \$1,000</b>
<b>Monthly Premium</b>	\$200,000	\$0.050
<b>Eligible Employees</b>	10	
<b>Covered Employees</b>	TBD	
<b>Rate Guarantee</b>	24 Months	

## General Assumptions

- Final terms and rates are based on AXA's standard policy language unless otherwise specifically indicated in this proposal. It is recommended that existing coverage be kept in force until AXA has accepted any requested non-standard language and reviewed the final census. State filings or specially drafted contract language is not assumed in the quoted rates in this proposal.
- This proposal is intended to explain certain portions of the group plan being considered and does not constitute a contract. Any discrepancies between this proposal and the contract will be resolved by the wording in the contract.
- Quote assumes a situs state of CA.
- The employer's assumed primary business is classified as an SIC Code of 9121.
- AXA reserves the right to re-evaluate and adjust the rates:
  - For any change of 10% or more to the amount of lives or coverage (volume) since the effective date.
  - If the sold plan design differs from the proposed/quoted plan design.
  - For changes in State or Federal Insurance regulations.
  - If a material misstatement of the information provided in the RFP, bid specifications, claim experience or plan of benefits is discovered post-sale, final rates will be calculated on the effective date of the plan based on the actual participants, volume and benefits elected.
- AXA reserves the right to change the plan to comply with any state mandated benefits, including charging additional premium for such changes, if applicable.
- Claims incurred prior to the effective date of the contract will be the liability of the prior carrier.
- If required product participation requirements are not met, AXA reserves the right to either re-price or to decline to accept the risk if the minimum participation threshold is not met. Evidence of Insurability may also be required.
- This proposal assumes an employer/employee relationship for all eligible classes of employees. 1099 employees are not eligible for coverage.
- Quote does not include temporary or seasonal employees.
- Quote assumes all eligible employees are U.S. citizens or U.S. residents working in U.S. locations who have met the full time eligibility requirements.
- Quote assumes employees must be Actively at Work on the effective date. The deferred effective date provision applies unless the employer's contract is currently inforce with AXA.
- Quote assumes that the proposed plans are subject to ERISA regulations.
- The agent certifies that he/she is appropriately licensed and appointed to solicit insurance business in accordance with applicable state law requirements.
- A current billing statement or census will be required at time of sale to verify current enrollees and insurance amounts.
- Proposal is not subject to Collective Bargaining Agreements.
- There will be no initial or annual open enrollments unless previously approved.

## **Life Coverage**

- Insured benefit amounts from the previous carrier will be grandfathered up to the class benefit maximum illustrated in the benefit summary section. All future amounts are subject to the guarantee issue limit and actively at work provision.
- Evidence of Insurability is required for all late entrants or coverage amounts in excess of any specified Guarantee Issue amount.
- AD&D coverage is packaged with the Life.
- Basic Life and AD&D rates include standard commissions.

## **Travel Assistance Program:**

Travel Assistance Program (TA) is administered by AXA Assistance USA, Inc. Certain benefits provided under the Travel Assistance program are underwritten by ACE American Insurance Company. AXA Assistance is affiliated with AXA, ACE American is not affiliated with AXA, and the Travel Assistance Program & Identity Theft Solutions services they provide are separate and apart from the insurance provided by AXA.

## AD&D Limitations and Exclusions (State variations may apply)

We will not pay any Accidental Death and Dismemberment Benefit for a loss:

1. caused or contributed to by disease or infirmity of mind or body, or medical or surgical treatment for such disease or infirmity;
2. caused or contributed to by an infection not occurring as a direct result or consequence of the accidental bodily injury;
3. caused or contributed to by suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane;
4. caused or contributed to by travel in or descent from an aircraft, if the Insured Person acted in a capacity other than as a passenger;
5. caused or contributed to by travel in an aircraft or device used for testing or experimental purposes, used by or for any military authority, used for travel beyond the earth's atmosphere;
6. declared or undeclared war, or any act of war, or any conflict involving the armed forces of one or more countries;
7. caused or contributed to by active participation in a riot, insurrection, or terrorist activity;
8. while the Insured Person is incarcerated;
9. caused or contributed to by the Insured Person's participation in a felony or illegal activity ("felony" is defined by the law of the jurisdiction in which the activity takes place);
10. caused or contributed to by voluntary intake or use of any drug, unless prescribed or administered by a Physician and taken in accordance with the Physician's instructions, an over the counter drug taken in accordance with the manufacturer's instructions, or the voluntary inhalation of poison, gas, or fumes except as the direct result of an occupational accident;
11. caused or contributed to by intoxication as defined by the jurisdiction where the accident occurred;
12. caused or contributed to by riding or driving an air, land or water vehicle in a race, speed or endurance contest;
13. caused or contributed to by bungee jumping, rock climbing, mountain climbing, hang-gliding, skydiving, parachuting, ultralight, soaring, ballooning and parasailing).

# Group Employee Benefits

## Application for Insurance

Regular Mail:  
 AXA Employee Benefits Group  
 PO Box 1507  
 Secaucus, NJ 07086

**redefining / standards®** \*



Express Mail:  
 AXA Employee Benefits Group  
 500 Plaza Drive, 6th Floor  
 Secaucus, NJ 07094

For Assistance Call (866) 274-9887

### MONY Life Insurance Company of America

Full Legal Business Name of Group: COUNTY OF PLUMAS

Headquarters' Address: 520 MAIN STREET ROOM 205 ATTN: City QUINCY State CA Zip 95971

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-Mail: \_\_\_\_\_

Application is hereby made to the Company\*\* indicated above on the basis of the information contained in this application, the Employer Verification Information, the enrollment data and available experience. The application in its entirety, and any other required information, is subject to Home Office approval before insurance can become effective.

If this application is approved by Home Office, it will be attached to and made part of the Group Policy(ies). Insurance will become effective on the effective date shown below, unless the Company sends written notice of a different effective date.

### Coverage Election

<input checked="" type="checkbox"/> Basic Life	<input type="checkbox"/> Supplemental Life	<input type="checkbox"/> Voluntary Life	<input type="checkbox"/> Dental	<input type="checkbox"/> Deductible Insurance
<input checked="" type="checkbox"/> Basic AD&D	<input type="checkbox"/> Supplemental AD&D	<input type="checkbox"/> Voluntary AD&D	<input type="checkbox"/> Vision	
<input type="checkbox"/> Basic Dependent Life	<input type="checkbox"/> Supplemental Dependent Life	<input type="checkbox"/> Voluntary Dependent Life	<input type="checkbox"/> Short-Term Disability	
<input type="checkbox"/> Basic Dependent AD&D	<input type="checkbox"/> Supplemental Dependent AD&D	<input type="checkbox"/> Voluntary Dependent AD&D	<input type="checkbox"/> Long-Term Disability	

Effective Date Requested: 09/01/2017 Policy Situs State CA

### Agreements and Authorization

The undersigned declares that, to the best of his/her knowledge and belief, the statements and answers to the questions in this application are complete and true. No one except the Chief Executive Officer or the Secretary of the Company may make or modify any contract on behalf of such Company, and no waiver is valid unless it is in writing and signed by one of these officers and the policyholder. The policyholder agrees to accept the terms and provisions of the group policy, including its exhibits, riders, endorsements or amendments, if any.

I have read and acknowledge the applicable fraud warning attached.

Signed by the Group's Authorized Representative

Writing Agent or Broker

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

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

Title \_\_\_\_\_

License Number \_\_\_\_\_ State \_\_\_\_\_

City and State where signed \_\_\_\_\_

Date \_\_\_\_\_

(must be signed prior to Effective Date)

Date \_\_\_\_\_

The final application placed on file with the Company must be signed.

MOEB15GRPAPP

Page 1 of 2

\*\*AXA is the brand name of AXA Equitable Financial Services, LLC and its family of companies, including AXA Equitable Life Insurance Company (AXA Equitable) located at 1290 Avenue of the Americas, New York, NY 10104 and MONY Life Insurance Company of America (MONY America) located at 2999 North 44<sup>th</sup> Street, Suite 250, Phoenix, Arizona 85018.

\*\*References herein to the "Company" refer to either AXA Equitable or MONY America as the applicable issuing company.

## FRAUD WARNINGS

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Arkansas, Louisiana, New Mexico, Rhode Island, and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**California:** The falsity of any statement in the application for any policy shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance Company for the purpose of defrauding or attempting to defraud the Company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance Company or agent of an insurance Company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Maine, Tennessee, Virginia and Washington:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance Company for the purpose of defrauding the Company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Florida:** Any person who knowingly and with an intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance Company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**New York:** Any person who knowingly and with intent to defraud any insurance Company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Ohio:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Oklahoma:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**Oregon:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement that is material to the interests of an insurer may be guilty of insurance fraud.

**Pennsylvania:** Any person who knowingly and with the intent to defraud any insurance Company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

**Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

**All Other States:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

## Acknowledgements/Terms & Conditions/Signatures

### Electronic Delivery Consent

#### Applicable to: California only

We are required to send you certain documents about your AXA Equitable insurance coverage. However, if you consent, AXA Equitable will transmit documents related to your insurance coverage by electronic means, to the extent that electronic transmission is consistent with applicable state and federal law. Any document that we send by electronic means, which complies with applicable law, will have the same force and effect as if that document was sent in paper format. Such documents include, but are not limited to, your policy or contract, policy/contract endorsements, statements, premium notifications, confirmation notices, privacy policy, prospectuses and all other notices regarding your policy or contract. We may, at our sole discretion, send you certain types of documents by United States Postal Services.

AXA Equitable will only transmit documents to you electronically if you consent. Your consent is voluntary. If the policyholder or contract holder, the insured, or the policy or contract owner has permitted electronic transactions in the past, that authorization does not obligate the same procedure regarding this policy or contract as well.

AXA Equitable will deliver documents to you electronically by posting them on [www.axa.com](http://www.axa.com) and sending a notice to you by email, to the email address you provide in Section 2 – Employer Contacts, when an electronic document is posted. Documents will be considered delivered effective upon AXA Equitable sending you an email notice that the document is available on [www.axa.com](http://www.axa.com). If applicable law or systems limitations prevent us from delivering certain documents electronically, we will deliver them as otherwise permitted by applicable law. It is your responsibility to check your email regularly for the delivery of new documents, open and review your documents and promptly notify us if any documents are not accessible or are incomplete or unreadable.

If you wish to correct or change the email address AXA Equitable uses to send you documents, you can do so at any time by logging on to [www.axa.com](http://www.axa.com) or calling AXA Equitable at (877) 854-5662.

If you decide that you want to receive documents electronically, AXA Equitable will provide one paper copy per year of any document, at no charge to you, upon your request. Please contact us (877) 854-5662 to request a paper copy.

You can change your mind at any time and have AXA Equitable transmit documents via paper mail by notifying AXA Equitable at [www.axa.com](http://www.axa.com) or calling AXA Equitable at (877) 854-5662 that you no longer want to be enrolled in our electronic delivery service.

We will treat your submission of an invalid email address, or the subsequent invalidation of your email address, as withdrawal of your consent to receive documents electronically. Any withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

AXA Equitable is not liable for any loss or damage arising from (1) your failure to access, download, save or print documents we send to you electronically; (2) problems or technical failures with your equipment, or (3) any errors or delays in electronic communication or transmission that are beyond our reasonable control.

AXA Equitable's website is [www.axa.com](http://www.axa.com).

For purposes of receiving electronic transmission of documents from AXA Equitable, as set forth above, we will use the email address provided in Section 2 – Employer Contacts.

**IF YOU AGREE TO RECEIVE ALL DOCUMENTS REGARDING YOUR POLICY ELECTRONICALLY, YOU MUST CHECK THE BOX AND SIGN BELOW.**

I consent to receive electronic transmission of documents.

Applicant's Authorized Representative's Signature for electronic delivery consent: \_\_\_\_\_

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### Signatures

Signed by Applicant's Authorized Representative:

Writing Broker's Signature:

Signature

Signature

Print Name

Print Name

Title

License Number

State

State Signed

Date

Date

(must be signed prior to Effective Date)



# Group Employee Benefits

## Employer Verification Information (EVI)

Regular Mail:  
AXA Employee Benefits Group  
PO Box 1507  
Secaucus, NJ 07096

**redefining / standards®** 

Express Mail:  
AXA Employee Benefits Group  
500 Plaza Drive, 6th Floor  
Secaucus, NJ 07094

AXA Equitable Life Insurance Company\*  
MONY Life Insurance Company of America\*

For Assistance Call (866) 274-9887

Welcome to AXA. We appreciate your decision to place your benefit plans with us. The completion of this Employer Verification Information (EVI) form and the return of the documents outlined below are key to a smooth implementation for you and your employees. All forms should be sent to your AXA Account Service Consultant as outlined below:

- Complete and sign the Employer Verification Information Form and the Master Applications
- Send the Eligibility Census if enrollment will be online; **or** send the enrollment forms or spreadsheet (as applicable) if enrollment is not online.
- Send a copy of the Prior Carrier's Bill and Booklet (if takeover business)
- Please indicate attached appendix:  Appendix I (Subsidiaries)  Appendix II (Additional Contact(s) Information)  
 Appendix III (Actively At Work Verification)  Appendix IV (Additional Class Descriptions)

### 1. Group Information

Employer Name – Full Legal Name of Employer:

COUNTY OF PLUMAS

Doing Business As (dba):

Headquarters Street Address – (No PO Box)

Address Line 1: 520 MAIN STREET ROOM 205

Address Line 2: ATTN: AUDITOR/CONTROLLER

City QUINCY	State CA	Zip Code 95971
Employer Federal Tax ID:	Policy Situs State: CA	SIC Code: 9121

Additional Subsidiary(ies) / Department(s) / Division(s) / Multiple Locations: Please provide information in Appendix I if you have employees who are actively at work and are eligible for coverage at the additional location(s). Do not re-enter the Headquarters' address.

Nature of Business:

LEGISLATIVE BODIES

Type of Business:

<input type="checkbox"/> C-Corporation	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> S-Corporation	<input type="checkbox"/> Tax-Exempt Entity
<input type="checkbox"/> Partnership / Limited Liability Partnership	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Limited Liability Company	

Comments:

\* "AXA" is the brand name of AXA Equitable Financial Services, LLC and its family of companies, including AXA Equitable Life Insurance Company (AXA Equitable) and MONY Life Insurance Company of America (MONY America). Insurance products are issued either by AXA Equitable or MONY America, which each has sole responsibility for their respective insurance and claims-paying obligations.

"EB360" is a service mark of AXA Equitable Life Insurance Company, New York, NY.

## 2. Employer Contacts

If there are additional contacts, please see Appendix II to provide required information

Executive Correspondent's Name: _____		Title: _____
Contact Information: Business Phone: _____  Mobile Phone: _____  Email: _____	<b>Access to AXA's EB360<sup>SM</sup> Platform:</b> Enrollment/Eligibility Maintenance (Enrolling, modifying or terminating employees) <input type="checkbox"/> Modify & View <input type="checkbox"/> View Only <input type="checkbox"/> No Access View Online Billing Statement <input type="checkbox"/> View Only <input type="checkbox"/> No Access View Online Claims Status Report (Only available to groups with 100+ lives) <input type="checkbox"/> View Only <input type="checkbox"/> No Access	
Benefit Administrator's Name: <input type="checkbox"/> Same as Executive Correspondent	Title: _____	
Contact Information: Business Phone: _____  Mobile Phone: _____  Email: _____	<b>Access to AXA's EB360<sup>SM</sup> Platform:</b> Enrollment/Eligibility Maintenance (Enrolling, modifying or terminating employees) <input type="checkbox"/> Modify & View <input type="checkbox"/> View Only <input type="checkbox"/> No Access View Online Billing Statement <input type="checkbox"/> View Only <input type="checkbox"/> No Access View Online Claims Status Report (Only available to groups with 100+ lives) <input type="checkbox"/> View Only <input type="checkbox"/> No Access	
Broker's / AXA Advisors' Contact Name: _____		
Contact Information: Business Phone: _____  Mobile Phone: _____  Email: _____	<b>Access to AXA's EB360<sup>SM</sup> Platform:</b> Enrollment/Eligibility Maintenance (Enrolling, modifying or terminating employees) <input type="checkbox"/> Modify & View <input type="checkbox"/> View Only <input type="checkbox"/> No Access View Online Billing Statement <input type="checkbox"/> View Only <input type="checkbox"/> No Access View Online Claims Status Report (Only available to groups with 100+ lives) <input type="checkbox"/> View Only <input type="checkbox"/> No Access	
EB360 <sup>SM</sup> electronic Update of Demographic Information and Life Events Post Enrollment will be completed by: <input type="checkbox"/> Employer <input type="checkbox"/> Employee <input type="checkbox"/> Broker (Check all that apply)		

## 3. Products Purchased

Requested Effective Date: 09/01/2017

(This is the primary effective date; If a second Effective Date is requested, please indicate the date next to the applicable product(s).)

Select All Applicable Sold Products:

Product <input checked="" type="checkbox"/> Basic Life  <input checked="" type="checkbox"/> Basic AD&D  <input type="checkbox"/> Basic Dependent Life  <input type="checkbox"/> Basic Dependent AD&D  <input type="checkbox"/> Supplemental Life  <input type="checkbox"/> Supplemental AD&D	Effective Date 09/01/2017	Product <input type="checkbox"/> Supplemental Dependent Life  <input type="checkbox"/> Supplemental Dependent AD&D  <input type="checkbox"/> Voluntary Life  <input type="checkbox"/> Voluntary AD&D  <input type="checkbox"/> Voluntary Dependent Life  <input type="checkbox"/> Voluntary Dependent AD&D	Effective Date	Product <input type="checkbox"/> Dental  <input type="checkbox"/> Vision  <input type="checkbox"/> Short-Term Disability  <input type="checkbox"/> Long-Term Disability	Effective Date
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## 4. Enrollment Preparation

### Enrollment

Enrollment is an important time for you and your employees. We welcome the opportunity to introduce your employees to their benefits and help them enroll. EB360<sup>SM</sup>, our integrated platform, is an easy way for your employees to enroll, select, and manage their benefits all in one place.

**EB360<sup>SM</sup> Site Enrollment:** Please return this form and any other required documents in good order to your AXA Account Service Consultant **ten (10)** business days prior to the first (1<sup>st</sup>) day of enrollment to guarantee the site will be ready. Enrollment must end **seven (7)** business days prior to the effective date to ensure that the benefit package you have selected is available on the requested effective date.

**If EB360<sup>SM</sup> site is not used for enrollment:** To ensure that the benefit package you have selected is available on the requested effective date, all required documentation (EVI et al) must be returned in good order to your Account Service Consultant **ten (10)** business days prior to the effective date.

### Enrollment Information:

Enrollment Dates: From \_\_\_\_\_ to \_\_\_\_\_

Enrollment Meeting Date(s): \_\_\_\_\_

### Enrollment Methodology (check all that apply)

- EB360<sup>SM</sup> Online Enrollment
- Census (Spreadsheet) Enrollment
- Paper Enrollment
- Other online enrollment platform (please specify) \_\_\_\_\_
- Other Service (please specify) \_\_\_\_\_

### EB360<sup>SM</sup> Preferences:

Please select which of the following you would like to be viewable to employees during enrollment:

- Display the amount of premium the company will pay in addition to the amount an employee will pay
- Display only the amount an employee will pay

### Electronic Data File Information:

Do you plan to send electronic data files for the following:

- Initial Eligibility / Enrollment Only
- or  Ongoing Eligibility / Enrollment Only
- or  Initial & Ongoing Eligibility / Enrollment

If you plan to send electronic data files, please provide the name of a contact with whom we can begin discussions:

Electronic Data File Employer Contact Name:

Phone:

Email:

Business:

Mobile:

### Benefit Summary Information:

Please indicate if you require Benefit Summary(s):  Yes  No

Comments:

## **5. Billing & Administration Information**

Billing Contact is:  Same as Benefit Administrator (BA) in Section 2 or  Different from BA (Provide name below) or  Third Party Administrator (Provide name below)

**Billing Contact:**

**Billing Address is:**  **Same as Employer's Headquarters (HQ) Address in Section 1 or**  **Different from HQ address provided in Section 1 (Provide address below)**

Billing Address: 520 MAIN STREET ROOM 205 ATTN: AUDITOR/CONTROLLER

City: QUINCY State: CA Zip: 95971

<p><b>Contact Information</b></p> <p>Business Phone: _____</p> <p>Mobile Phone: _____</p> <p>Email: _____</p>	<p><b>Access to AXA's EB360<sup>SM</sup> Platform:</b></p> <p>Enrollment/Eligibility Maintenance (<i>Enrolling, modifying or terminating employees</i>)</p> <p><input type="checkbox"/> Modify &amp; View    <input type="checkbox"/> View Only    <input type="checkbox"/> No Access</p> <p>View Online Billing Statement</p> <p><input type="checkbox"/> View Only    <input type="checkbox"/> No Access</p> <p>View Online Claims Status Report (<i>Only available to groups with 100+ lives</i>)</p> <p><input type="checkbox"/> View Only    <input type="checkbox"/> No Access</p>
<p>Type of Billing Requested: <input checked="" type="checkbox"/> List Billed    <input type="checkbox"/> Self-Administered Billing (SAB)</p>	
<p>Premiums will be paid:</p> <p><input checked="" type="checkbox"/> Monthly</p>	

Please Indicate your preference of the bill format:

- One bill for all subsidiaries / departments / divisions / multiple locations
- One bill with subtotals by subsidiaries / departments / divisions / multiple locations

*If Billing requires listing by Subsidiaries / Departments / Divisions / Multiple Locations, please refer to Appendix I*

**Actively at Work Verification:** Provide list of employee(s) who are not actively at work on the effective date of coverage. If additional space is needed, please see Appendix III to provide required information.

## Verification of Life Product

Do benefit selections vary by class?  Yes  No Total Number of Classes \_\_\_\_\_

If you request multiple classes, will the class be the same across all products?  Yes  No

Will Retirees be eligible for coverage?  Yes  No [A separate class is recommended]

Will dependent coverage be offered?  Yes  No

**Class Description:** Define the classes including description of class, minimum working hours per week, and employee waiting period:

Class #	Description <i>Example: All active full time salaried employees</i>	Minimum Working Hours Per Week (Ex 30 hours)	Employee Waiting Period
1	Department Head and County Supervisors	30.0	<p><b>Current Employees</b> – working the required number of hours on or before the effective date of coverage  Waiting Period: 0 <input type="checkbox"/> Days <input type="checkbox"/> Months <input type="checkbox"/> Years</p> <p>Do you have any current employees that need to fulfill the waiting period?  <input type="checkbox"/> Yes (Provide list of employees in the census)  <input type="checkbox"/> No</p> <p><b>Future Employees</b> – who are hired after the effective date of coverage  Waiting Period: 0 <input type="checkbox"/> Days <input type="checkbox"/> Months <input type="checkbox"/> Years</p>
2	All Other Employees	30.0	<p><b>Current Employees</b> – working the required number of hours on or before the effective date of coverage  Waiting Period: 0 <input type="checkbox"/> Days <input type="checkbox"/> Months <input type="checkbox"/> Years</p> <p>Do you have any current employees that need to fulfill the waiting period?  <input type="checkbox"/> Yes (Provide list of employees in the census)  <input type="checkbox"/> No</p> <p><b>Future Employees</b> – who are hired after the effective date of coverage  Waiting Period: 0 <input type="checkbox"/> Days <input type="checkbox"/> Months <input type="checkbox"/> Years</p>
3			<p><b>Current Employees</b> – working the required number of hours on or before the effective date of coverage  Waiting Period: <input type="checkbox"/> Days <input type="checkbox"/> Months <input type="checkbox"/> Years</p> <p>Do you have any current employees that need to fulfill the waiting period?  <input type="checkbox"/> Yes (Provide list of employees in the census)  <input type="checkbox"/> No</p> <p><b>Future Employees</b> – who are hired after the effective date of coverage  Waiting Period: <input type="checkbox"/> Days <input type="checkbox"/> Months <input type="checkbox"/> Years</p>

If additional Classes are needed, please see Appendix IV to provide the required information

**Employees will be eligible coinciding with the First (1<sup>st</sup>) or Fifteenth (15<sup>th</sup>) of the month based on the Employer's Effective Date**

**Employees will be terminated on the last day of the insurance month in which the employee worked or was part of the eligible class**

### Employee Count & Employer Contribution

Coverage Sold	# of Eligible Employees	% of Premium the Employer will pay for each Employee	% of Premium the Employer will pay for Dependents
Basic Life / AD&D			
Basic Dependent Life / AD&D			
Supplemental Life / AD&D			
Supplemental Dependent Life / AD&D			
Voluntary Life / AD&D			
Voluntary Dependent Life / AD&D			

### Basic Earnings Definition

Gross Up							
Class 1	<input type="checkbox"/> Base Salary Only	<input type="checkbox"/> Base Salary with Bonus	<input type="checkbox"/> Base Salary with Commissions	<input type="checkbox"/> K1 Earnings	<input type="checkbox"/> W-2 Earnings	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Base Salary with Bonus & Commissions	<input type="checkbox"/> Other _____		Bonus and/or Commissions Averaged Over: _____	Month(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Class 2	<input type="checkbox"/> Base Salary Only	<input type="checkbox"/> Base Salary with Bonus	<input type="checkbox"/> Base Salary with Commissions	<input type="checkbox"/> K1 Earnings	<input type="checkbox"/> W-2 Earnings	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Base Salary with Bonus & Commissions	<input type="checkbox"/> Other _____		Bonus and/or Commissions Averaged Over: _____	Month(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Class 3	<input type="checkbox"/> Base Salary Only	<input type="checkbox"/> Base Salary with Bonus	<input type="checkbox"/> Base Salary with Commissions	<input type="checkbox"/> K1 Earnings	<input type="checkbox"/> W-2 Earnings	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Base Salary with Bonus & Commissions	<input type="checkbox"/> Other _____		Bonus and/or Commissions Averaged Over: _____	Month(s)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## Acknowledgements/Terms & Conditions/Signatures

### Electronic Delivery Consent

Policy & Certificate Delivery: Group Policy & Certificates will be available electronically

Applicable to: AZ, CO, DE, DC, IN, IA, LA, MN, MO, NV, NJ, NY, NC, ND, OH, PR, SD, TX, UT, VA, VT, WA, WI, WV

I consent to the delivery of insurance documents electronically, including legally required documents, to me and to my employees. This includes but is not limited to policy forms, policy endorsements and riders, confirmation notices, privacy policy, insurance cards (if applicable) and all other notices regarding my policy and my employees' certificates (other than lapse-related notices). To receive and view such documents electronically, I understand that I and/or my employees must register (with a user name and password) for online account access at [axa.com](http://axa.com). To view and retain documents insurance documents electronically, we have active email addresses, electronic devices such as computers or smart phones to access [axa.com](http://axa.com), and Adobe Acrobat Reader (if we don't already have Adobe Acrobat Reader, we can download it free from [www.adobe.com](http://www.adobe.com)). If the email provided is not a valid address, I and/or my employees will receive paper versions of insurance documents. When we agree to do transactions electronically on [axa.com](http://axa.com), I and/or my employees agree to the disclosures, terms and requirements pertaining to electronic transactions set forth on the website.

My email address is as provided in Section 3 – Employer Contact Information, earlier in this document.

I or my employees can withdraw our consent, update our email addresses and request a free paper copy of any document at any time by contacting AXA. Certain types of correspondence may continue to be delivered by regular mail.

Applicable to: AL, AK, AR, CT, FL, GA, HA, ID, IL, KS, KY, ME, MD, MA, MI, MS, MT, NE, NH, NM, OK, OR, PA, RI, SC, TN, WY

Unless you check the box below, you will be automatically enrolled in electronic delivery of all documents regarding your policy. All insurance documents will be delivered to you and/or your employees electronically, including legally required documents. This includes but is not limited to policy forms, policy endorsements and riders, confirmation notices, privacy policy, insurance cards (if applicable) and all other notices regarding your policy and your employees' certificates (other than lapse-related notices). To receive and view such documents electronically, you and/or your employees must register (with a user name and password) for online account access at [axa.com](http://axa.com). If the email provided in Section 3 – Employer Contact Information is not a valid address, you and/or your employees will receive paper versions of insurance documents. After you access [axa.com](http://axa.com), you and/or your employees agree to the disclosures, terms and requirements pertaining to electronic transactions set forth on the website.

You and/or your employees can withdraw your consent, update your email addresses and request a free paper copy of any document at any time by contacting AXA. Certain types of correspondence may continue to be delivered by regular mail.

The computer hardware and software requirements that are necessary to receive, process and retain electronic communications that are subject to this consent are as follows: To view and download material electronically, you must have a computer with Internet access, an active email account and Adobe Acrobat Reader. If you don't already have Adobe Acrobat Reader, you can download it free from [www.adobe.com](http://www.adobe.com).

IF YOU DO NOT AGREE TO RECEIVE ALL DOCUMENTS REGARDING YOUR POLICY ELECTRONICALLY, YOU MUST CHECK THE BOX BELOW.

I do not agree to receive policy documents electronically and wish to receive paper copies of all such documents

### Signatures

Signed by Applicant's Authorized Representative:

Writing Broker's Signature:

Signature

Signature

Print Name

Print Name

Title

License Number

State

State Signed

Date

Date

(must be signed prior to Effective Date)

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



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***W. Robert Brunson, Director***

**Date:** September 11, 2017

**To:** Honorable Board of Supervisors

**From:** W. Robert Brunson, Director *(WRB)*

**Agenda:** Agenda Item for September 19, 2017 BOS Meeting

**Item Description:** 1) Adopt RESOLUTION approving Behavioral Health Department's Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-2020 and authorize the Director of the Behavioral Health Department to submit the Plan to the State and signature authority for implementation of the Mental Health Services Act Program and Expenditure Plan, 2017-2020, and 2) Approve and authorize the Chair to sign multiple Service Agreements and Memoranda of Understanding accompanying the Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-2020.

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**Recommendation:** It is respectfully requested that the Board of Supervisors 1) Adopt a Resolution approving the Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-2020, and authorize the Department Director to submit the Plan to the State and give the Director signature authority for implementation of the Plan, and 2) Approve and authorize the Chair to sign multiple Service Agreements and Memoranda of Understanding accompanying the MHSA Program and Expenditure Plan, 2017-2020, between Plumas County and Mental Health Services Act program partners, listed below, funding Community Services and Supports (CSS - 70571), Prevention and Early Intervention (PEI - 70573), Innovation (INN – 70571-A), and Workforce Education, and Training (WET – 70579) programs for FY2017/18 through FY2019/20.

**Background and Discussion:** Plumas County Behavioral Health is requesting approval of the Mental Health Services Act (MHSA) Program and Expenditure Plan, 2017-2020, as well as its accompanying Service Agreements and Memoranda of Understanding, pursuant to Welfare and Institutions Code §5848, which requires CA counties to submit a locally-approved Three-Year Program and Expenditure Plan to the Mental Health Services Oversight and Accountability Commission (MHSAOAC) within 30 days of Board approval.

This MHSA Program and Expenditure Plan, 2017-2020, encompasses the use of MHSA Community Services and Supports (CSS) program funds for specific Plumas County Behavioral Health operating expenses and to provide direct services for unserved and underserved populations through multi-year County Service Agreements and MOUs with funded community partners and County agencies (FY17/18 – FY19/20). Additionally, these agreements and MOUs are funded in part by Prevention and Early Intervention (PEI) and Workforce, Education, and Training (WET) available funds. There are sufficient funds available in the MHSA revenue fund balance, including projected revenue allocations in FY 2017-18 and for subsequent fiscal years to fund the Plan and its programs.

These multiple Service Agreements and Memoranda of Understanding are approved as to form by County Counsel. A copy of the Three-Year Plan and each three-year Service Agreement and MOU are on file with the Clerk of the Board. This final draft of the Plan is also available on the County's Behavioral Health Department webpage. No General Fund monies will be used for the Plan nor for any of its accompanying agreements.

- Environmental Alternatives, Agreement MHSA1718EA - \$500,000
- Eastern Plumas Health Care, Agreement MHSA1720EPHC - \$300,000
- Feather River College, Agreement MSHA1720FRC - \$557,032
- Plumas County Public Health Agency, MOU MHSA1720PCPH-SC – \$581,204
- Plumas County Public Health Agency, MOU MHSA1720PCPH-VSO – \$230,707
- Plumas County Public Health Agency, MOU MHSA1720-YPP – \$147,236
- Plumas Crisis Intervention and Resource Center, Agreement MHSA1718PCIRC-CAS – \$51,696
- Plumas Crisis Intervention and Resource Center, Agreement MHSA1720PCIRC-WFRC – \$806,539
- Plumas District Hospital, Agreement MHSA1720PDH - \$300,000
- Plumas Rural Services, Agreement MHSA1720PRS-CC – \$278,564
- Plumas Rural Services, Agreement MHSA1720PRS-CBHTP – \$325,986
- Plumas Rural Services, Agreement MHSA1720PRS-YCMHP – \$987,589
- Plumas Rural Services, Agreement MHSA1720PRS-YSP – \$526,839
- Plumas Rural Services, Agreement MHSA1720PRS-CSTH – \$920,306
- Plumas Unified School District, Agreement MHSA1720PUSD – \$994,000
- Roundhouse Council, Agreement MHSA1720RC – \$231,975
- Seneca Healthcare District, Agreement MHSA1720SHD – \$210,000

Thank you.

RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY

APPROVING BEHAVIORAL HEALTH DEPARTMENT'S MENTAL HEALTH SERVICES ACT (MHSA) PROGRAM AND EXPENDITURE PLAN, 2017-2020, AND AUTHORIZE THE DIRECTOR OF THE BEHAVIORAL HEALTH DEPARTMENT TO SUBMIT THE PLAN TO THE STATE AND SIGNATURE AUTHORITY FOR IMPLEMENTATION OF THE MENTAL HEALTH SERVICES ACT PROGRAM AND EXPENDITURE PLAN, 2017-2020.

WHEREAS, Plumas County wants to assure the continuation of Mental Health Services Act (MHSA) funding to provide necessary services for individuals with a mental illness and emotional disorders;

WHEREAS, approving a Program and Expenditure Plan for Plumas County Mental Health Services Act (MHSA) is necessary to assure continued MHSA funding;

WHEREAS, California Statute requires the County Board of Supervisors approve the MHSA Program and Expenditure Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby approves the Plumas County Mental Health Services Act Program and Expenditure Plan, 2017-2020; designates the Plumas County Behavioral Health Department as the county's administrator of this MHSA Plan; and authorizes the Director of Behavioral Health to submit the plan and sign related documents for implementation, reporting, and acquisition of funds for MHSA.

Passed and ADOPTED by the County Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board on the 19<sup>th</sup> Day of September, 2017, by the following vote:

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

---

Lori Simpson, Chairperson  
Board of Supervisors

ATTEST:

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Nancy L. DaForno, Clerk of the Board

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



***W. Robert Brunson, Director***

**Date:** September 11, 2017  
**To:** Honorable Board of Supervisors  
**From:** W. Robert Brunson, Director *(URB)*  
**Agenda:** Agenda Item for September 19, 2017 BOS meeting

**Item Description:** Adopt Resolution authorizing application for, and receipt of, No Place Like Home Program Technical Assistance Grant funds.

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**Recommendation:** It is respectfully requested that the Board of Supervisors adopt a Resolution authorizing application for, and receipt of, No Place Like Home Program Technical Assistance Grant funds.

**Background and Discussion:** Plumas County Behavioral Health is requesting adoption of a Resolution authorizing application for, and receipt of, No Place Like Home Program Technical Assistance Grant funds in the amount of \$75,000.

No Place Like Home (NPLH) is a new statewide Mental Health Services Act housing program, administered through the California State Department of Housing and Community Development for the purpose of developing and providing local permanent supportive housing to people living with a severe mental illness.

Receipt of the funds will allow Plumas County Behavioral Health, working with stakeholders, related County agencies, and community partners, to hire a consultant for the purpose of developing a small-scale housing project, of 1-4 units, as part of a broader Plumas County housing plan. This plan will allow the County Behavioral Health Department to apply for a subsequent Phase I non-competitive NPLH "Over-the-Counter" funds in the amount of \$500,000 for a small-scale housing project and subsequent NPLH competitive Phase II application available to small counties (under 200,000 people) to fund larger mixed-use housing projects. The Notice of Funding Availability (NOFA) for "Over-the-Counter" funds is expected to be released in Summer, 2018.

RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PLUMAS COUNTY  
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, NO PLACE LIKE HOME  
PROGRAM TECHNICAL ASSISTANCE GRANT FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated April 10, 2017 (NOFA), for its No Place Like Home (NPLH) Program Technical Assistance Grants; and

WHEREAS, the County of PLUMAS desires to submit a project application for the NPLH Program and will submit a 2017 Technical Assistance Grant Application as described in the NPLH Program Technical Assistance Grants NOFA and NPLH Program Technical Assistance Grant Guidelines released by the Department for the NPLH Program; and

WHEREAS, the Department is authorized to provide up to \$6.2 million from the Mental Health Services Act Fund for technical assistance and application preparation assistance to Counties (as described in Welfare and Institutions Code §5849.10) related to the NPLH Program.

NOW, THEREFORE, THE COUNTY OF PLUMAS RESOLVES AS FOLLOWS:

SECTION 1. The County is hereby authorized and directed to apply for and submit to the Department the 2017 NPLH Program Technical Assistance Grant Application released April 10, 2017 in the amount of \$ 75,000.00.

SECTION 2. In connection with the NPLH Program Technical Assistance Grant, if the application is approved by the Department, the County is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of \$ 75,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the NPLH Program Technical Assistance Grant, the County's obligations related thereto, and all amendments thereto (collectively, the "NPLH Technical Assistance Grant Documents").

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the NPLH Program Technical Assistance Guidelines, the NPLH statute (Welfare and Institutions Code §5849.1 et. Seq.), and any applicable NPLH Program guidelines published by the Department. Funds are to be used for allowable project expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County

hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the NPLH Program Technical Assistance Grant NOFA, the NPLH Program Technical Assistance Guidelines, and 2017 NPLH Program Technical Assistance Grant Application.

**SECTION 4.** The County Executive or designee is authorized and directed to execute the County of PLUMAS NPLH Program Technical Assistance Grant Application, the NPLH Program Technical Assistance Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the NPLH Program Technical Assistance Grant.

ADOPTED September 19, 2017, by the County Board of Supervisors of the County of Plumas by the following vote:

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

---

Lori Simpson, Chairperson  
Board of Supervisors

ATTEST:

---

Nancy L. DaForno, Clerk of the Board

## EMPLOYMENT AGREEMENT

3A

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and ELLIOTT SMART, hereinafter referred to as "CONTRACT EMPLOYEE."

This Agreement is made with reference to the following facts and circumstances:

- A. CONTRACT EMPLOYEE is the current incumbent as the COUNTY'S Director of Social Services / Public Guardian, a classified position.
- B. COUNTY desires to change the position of Director of Social Services / Public Guardian to an at-will appointed position.
- C. COUNTY also desires to build a framework for a health and human services organizational structure, and CONTRACT EMPLOYEE has the necessary experience and desire to assist COUNTY with the design of such a framework.
- D. CONTRACT EMPLOYEE is willing to relinquish his classified position as Director of Social Services / Public Guardian so it may be established as an at-will appointed position and also assume the additional duties of designing a framework for a health and human services organizational structure on the terms and conditions provided in this Agreement.

Therefore, the parties agree as follows:

### 1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Director of Social Services, and other duties as outlined in the Exhibit A, Scope of Work. An outline of the additional duties is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

### 2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Director of Social Services / Public Guardian, effective September 19, 2017, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

### 3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the Severance pay described above.

#### 4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning September 19, 2017, CONTRACT EMPLOYEE shall be paid at the annual salary rate of one hundred thirty five thousand and No/100 Dollars (\$135,000.00) per year (or \$11,250.00 per month). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Department of Social Services. CONTRACT

EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

## 5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

The Board of Supervisors will be provided periodic updates on the progress of the scope of work outlined in this employment agreement for building the framework for a health and human services organizational structure.

## 6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 - 7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRA member.
- d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County appointed department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the County Administrative Officer (CAO). If the office of CAO is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

**19. GENERAL PROVISIONS**

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

**20. EFFECTIVE DATE**

This Agreement shall be effective on September 19, 2017, (the "Effective Date") if approved by both parties.

**21. SIGNATURES**

**COUNTY:**

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

By \_\_\_\_\_  
Lori Simpson, Chair  
Plumas County Board of Supervisors

Dated: \_\_\_\_\_

**CONTRACT EMPLOYEE:**

\_\_\_\_\_  
ELLIOTT SMART  
"Contract Employee"

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Nancy DaForno,  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

R. Craig Settlemire  
Plumas County Counsel

Dated: \_\_\_\_\_

\_\_\_\_\_ COUNTY Initials

- 7 -

CONTRACT EMPLOYEE Initials \_\_\_\_\_

## Scope of Work

### **SOCIAL SERVICES DIRECTOR / PUBLIC GUARDIAN / PUBLIC CONSERVATOR**

Under administrative direction, to plan, organize, manage, direct and supervise the activities, programs and services of the County Social Services Department and Public Guardian/Conservator functions including public assistance, social services, and the guarding and protecting of assets and health of persons placed under County conservatorship and guardianship; to be responsible for fiscal management, personnel management, program planning and evaluation, and public and political relations related to assigned responsibilities; to represent Department activities, programs, and services with community organizations and other government agencies; to perform special assignments as directed; to provide administrative support for the Board of Supervisors; and to do related work as required.

This is a Department Head position with general responsibility for the administration of a major area of County Government under the direction of the Board of Supervisors. The position has responsibility for the County Social Services Department, as well as Public Conservator/Guardian functions.

### **SPECIAL ASSIGNMENT**

In addition to maintaining the day to day operations of Social Services Department, the scope of work under this agreement for services includes building the framework for a health and human services organizational structure.

This will require extensive and thoughtful analysis of a number of components associated with the operation of each Department. The following outline identifies needed information in order to proceed with the development of a health and human services organizational structure and is incorporated into the first phase of this review:

1. A complete and comprehensive inventory of sources of funding for each Department.
  - a. Whether such funding is restricted or flexible
  - b. Whether such funding is matched with other sources or could be utilized as potential match
  - c. How such funds are delivered and retained
  - d. Whether combining funding could potentially enhance or expand services
2. The structure and purpose of programs in each Department.
  - a. Are they mandated? By whom and how?
  - b. Are the mandates restrictive or flexible?
  - c. For programs that aren't mandated, what is the etiology of them?
  - d. Is public input required to any or all of them?
  - e. Are there elements that overlap with other Department's programs?

3. The current capacity of each Department to carry out both mandated and optional programs.
  - a. Is there capacity within existing organization structures?
  - b. Is there expediency or efficiencies in blending staff into like functions?
  - c. How would the blending process take place and under what form of management structure?
4. The view of the public.
  - a. What is the public's role in providing input into the structure of an agency?
  - b. How are those views to be obtained?
5. How does the staff that actually provides direct services view combining programs and functionality?
  - a. In what ways could those views and inputs be incorporated into the overall design and structure?
  - b. Is continuous staff input a feature of the organizational culture?
  - c. How does staff input continue to be incorporated into organizational operation and continuing design?
6. The capacity of non-service delivery personnel to support the operation of an agency.
  - a. Administrative support in the form of fiscal and technical personnel would need to be restructured to follow the shape of an agency.
  - b. How and where are program analysts assigned?
  - c. Is there organizational responsibility for quality assurance? If so, how is that structured? If not, is it a needed addition?
7. How does a reconfigured organization implement training and improvement strategies that support the goals of agency programs?
  - a. What are the existing mechanisms for securing and delivering training?
  - b. How is training funded?
  - c. Could a merger provide more and higher quality training?
  - d. Is training part of the organizational culture through specific assignments of responsibility?
  - e. Is there a unifying theme to develop an overall organizational plan for training?
8. What has been the experience of other counties that have merged health and human services departments? What lessons can be learned from their experiences that would be instructive to our own process? Are their models or portions of them relevant to Plumas County?
9. How are classifications and recruitment affected by the new structure?
  - a. Are new classifications needed? If so are they needed before reorganizing?
  - b. Do existing classifications fit the overall whole of the organization? If so, how will they be incorporated? If not what is the plan for assuring transition to different classifications?

The review and analysis of the matters described above will form a set of deliverables to the Board and create an outline for a plan to move forward, much as has already been done with formation of a Behavioral Health program. Subject to the approval of the Board of Supervisors, the new plan would function as a road map to implementation of a reconfigured organizational structure.

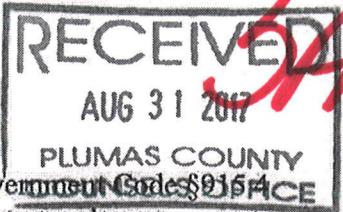
**Financial Impact**

The Board of Supervisors has decided to proceed with this project and has agreed to assign the Social Services Director to take the lead on this project. Social Services Director has offered to fund the majority of the expenses for this project, which will be a part of the Social Services FY 2017-2018 budget. All costs for the project, under that arrangement would fall to non-General Fund sources of revenue.

**Other Agency Involvement**

Contract employee will coordinate a team of representative for each of the human services agencies, to commit time and some staff resources to this project.

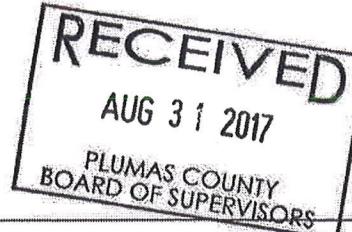
**CLAIM AGAINST THE COUNTY OF PLUMAS**  
(Pursuant to Government Code §910.4)



NOTICE: All claims must be presented to the County of Plumas in accordance with Government Codes §910.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

**MAIL TO:**

Clerk of the Board  
520 Main St, Rm 309  
Quincy, CA 95971



**CLAIMANT INFORMATION**

1. Name of Claimant: Brian Garrett

2. Date of Birth: 09/20/1951 3. Gender (circle one):  Male  Female

4. Mailing Address of Claimant:

<u>PO Box 141</u>	Mineral	CA	96063
Address	City	State	Zip

5. Mailing Address where notices are to be sent (if different than mailing address of claimant):

Address	City	State	Zip
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6. Telephone Number of Claimant: (530) 258-7182

**INFORMATION ABOUT CLAIM**

7. Incident Date: Month October Day 19 Year 2016

8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):  
Plumas County Code Enforcement Officer / 702 Purdy Road 96020

9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):

Plumas County Tax Collector, Julie White, issued two (2) \$100.00 FINES without verifying the UNCERTIFIED CODE ENFORCEMENT OFFICERS application after an Administrative Citation was issued. Julie White also failed to confirm that all of the GENERAL PROVISIONS of the County Municipal Codes (RULES) were adhered to. This includes Chapter 8. Section 1-8.04 and Section 1-8.07.

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:

Plumas County Tax Collector, Julie White, failed to check the CODE OFFICERS MAILING PROCEDURES. or that the party was sent the NOTICE OF ORDER TO CORRECT THE VIOLATIONS by CERTIFIED RETURN RECEIPT MAIL. Instead the FINES were imposed giving the party NO REMEDY OR TIME PERIOD TO MAKE ANY CORRECTIONS.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 9,999.00

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case:  YES  NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Julie White, Plumas County Tax Collector

**CLAIMS INVOLVING MOTOR VEHICLES**

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier?  YES  NO

15. Name of insurance carrier and telephone number (including area code):

Name

Telephone Number

Address

City

State

Zip

16. Policy Number: \_\_\_\_\_

17. Are you the registered owner:  YES  NO

18. Amount of deductible: \$ \_\_\_\_\_

19. Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

*Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.*

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Brian Garrett  
Signature

August 30, 2017  
Date

Brian Garrett  
Printed Name of Person Completing Claim

In Compliance of Government Code §915.4

CLAIM AGAINST THE COUNTY OF PLUMAS

CLAIMING COUNTY EMPLOYEE'S COMMITTED PERJURY

Article 2. Manner of presentation and Giving Notice [915. 915.4] *Article 2 added by stats. 1963, Ch. 1715.*

Government Code §915.4(a),(1) Delivering the Notice by Return Receipt (Certified) Mail.

I WITNESSED BRIAN GARRETT, fill out the "Claim Against the County of Plumas," on August 30, 2017, 2017.

The contents (Claim Against the County of Plumas County) addressed as follows: Courthouse 530 Main St. Quincy CA 95971, was placed in the U.S. Post Office during normal business hours and sent Certified Return Request mail postage pre-paid,

The Claim Against the County of Plumas describes The Plumas County Code Enforcement Officer, Dan Malugani Jr. failed to adhere to County Municipal Code 1-8.07 Notice to Correct Violations, which Julie White, County Tax Collector did not take into account. Instead, two (2) \$100.00 fines were illegally imposed to the owner of 702 Purdy Rd. 96020

The Code Enforcement Officer's Standards Act, passed Aug. 1, 2016 and signed into LAW Jan. 1<sup>st</sup> 2017, canceled his ability to perform the position and found him uncertified, unregistered and unqualified. .

Plumas County Tax Collector, should have check all of the information and crossed all (T's) & dotted all (I's) prior to issuing any FINES.

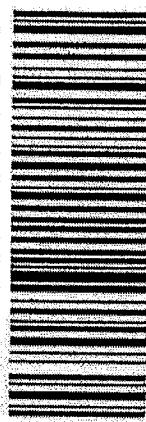
Under the Penalty of Perjury the aforementioned is to my knowledge...

 Linda S. Amergian 8-30-17

Linda S. Amergian Date:

Mineral CA 96063

**CERTIFIED MAIL®**



7017 0660 0000 2428 0643

U.S. POSTAGE  
PAID  
CHESTER, CA  
96020  
AUG 30 17  
AMOUNT  
**\$6.59**  
R2305H129864-10



99971

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Chestnut Board  
570 Main St  
Quincy CA 95971