



# **RESOLUTION No. 20-472**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALPINE COUNTY PERTAINING TO INTERIM PUBLIC HEALTH OFFICER DUTIES AS REQUIRED BY THE NEVADA COUNTY PUBLIC HEALTH DEPARTMENT TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$50,000 TO \$152,000 (AN INCREASE OF \$102,000), EXTENDING THE CONTRACT TERM THROUGH JUNE 30, 2021, AMENDING THE SECTION 12 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND REVISING EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE (PESO4092)**

WHEREAS, on September 16, 2020, per Purchasing Contract Number PESO4092, the Nevada County Purchasing Agent authorized the execution of a Professional Services Agreement between the County of Nevada and Alpine County in the amount of \$34,500, which was subsequently amended on September 28, 2020 to \$50,000, for Alpine County Public Health Officer, Richard Johnson, MD, MPH, to serve as the Public Health Officer and Acting Registrar on an interim basis for the County of Nevada; and

WHEREAS, the Parties desire to amend their Agreement to increase the maximum contract price from \$50,000 to \$152,000 (an increase of \$102,000), as the need for additional Public Health Officer and Registrar services, including those related to the increased Public Health Officer demands related to the COVID-19 pandemic, and to extend the contract termination date to June 30, 2021, and to amend and replace the section 12 Hold Harmless and Indemnification Agreement; and

WHEREAS, Exhibit "B" Schedule of Charges and Payments has been revised to reflect the increase in the maximum contract price.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that Amendment No. 2 to the Professional Services Agreement by and between the County of Nevada and Alpine County for the provision of Interim Public Health Officer and Registrar services, increasing the maximum contract price from \$50,000 to \$152,000, extending the contract term through June 30, 2021, amending and replacing the Section 12 Hold Harmless and Indemnification Agreement, and revising the Exhibit "B" Schedule of Charges and Payments be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-40107-492-7000 / 521520; 1589-40107-492-7119 / 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of November, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Heidi Hall, Chair

11/10/2020 cc: BH\*  
AC\*(hold)

12/30/2020 cc: PH\*  
AC\* (Release)  
Alpine\*

**AMENDMENT #2 TO THE PERSONAL SERVICES AGREEMENT  
ALPINE COUNTY (PESO4092)**

**THIS AMENDMENT** is executed this November 10, 2020 by and between ALPINE COUNTY, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment will amend the prior Agreement between the parties entitled Professional Services Agreement, executed on September 16, 2020 per Purchase Order No. PESO4092 and which was subsequently amended on September 28, 2020; and

**WHEREAS**, the Contractor provides Interim Public Health Officer and Registrar for the County of Nevada; and

**WHEREAS**, the parties desire to amend their Agreement to: 1) increase the Maximum Contract Price from \$50,000 to \$152,000 (an increase of \$102,000) due to additional time needed to provide services pursuant to the Agreement; 2) extend the Contract Termination Date to June 30, 2021; 3) revise Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price; and 3) amend and replace Section 12 Hold Harmless and Indemnification Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #2 shall be effective as of October 1, 2020.
2. That the maximum contract price set forth at §2 shall be changed from \$50,000 to \$152,000, an increase of \$102,000.
3. That the Contract Termination Date set forth at §3 is amended to the following: June 30, 2021.
4. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
5. That the "Hold Harmless and Indemnification Agreement" at §12 is hereby amended and replaced in its entirety as follows:

**"Hold Harmless and Indemnification Agreement"** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to

investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.

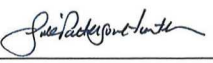
Notwithstanding the foregoing, the County of Nevada agrees to indemnify, defend and hold harmless the County of Alpine from any and all liabilities, claims, demands damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) for official actions taken by Dr. Johnson as the Health Officer for the County of Nevada. Alpine County agrees to indemnify, defend and hold harmless the County of Nevada from any and all liabilities, claims, demands damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) for official actions taken by Dr. Johnson as the Health Officer for the County of Alpine. Additionally, the County of Nevada agrees to cover Dr. Johnson for general, cyber, and medical malpractice liability arising out of official County of Nevada business performed pursuant to this Agreement."

6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By:   
Heidi Hall  
Chair of the Board of Supervisors


ATTEST:

By:   
Julie Patterson-Hunter  
Clerk of the Board of Supervisors


CONTRACTOR:

By:   
Ron Hames (Dec 16, 2020 15:38 PST)  
Ron Hames, Chair  
Alpine County Board of  
Supervisors

ATTEST:

By:   
Teola L. Tremayne (Dec 26, 2020 10:58 PST)  
Teola Tremayne, County Clerk and Ex-officio  
Clerk of the Board of Supervisors

Approved as to form:

  
Margaret E. Long (Dec 29, 2020 13:36 PST)  
Margaret E. Long  
County Counsel

**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**

The maximum contract obligation for services provided under this Contract shall not exceed \$152,000 for the term of July 1, 2020 through June 30, 2021.

County shall reimburse Contractor at the rate of \$150 per hour. Contractor agrees to bill in the minimum of fifteen (15) minute increments for services rendered pursuant to this Agreement. Of the total contract maximum, up to \$500 may be used for mileage reimbursement at the current IRS mileage rate per mile for necessary travel between Alpine and Nevada County.

**BILLING AND PAYMENT**

Contractor shall submit a monthly invoice at the end of each month for compensation and mileage/expenses to be reimbursed. Invoices shall include a breakdown of how many hours are spent on each activity. The invoice shall be delivered or mailed to:

Nevada County Public Health  
Department Attn: Jill Blake, Public  
Health Director 500 Crown Point  
Circle Grass Valley, CA 95945