

## AMENDMENT TO CONTRACT FOR SPECIAL LEGAL SERVICES

### BY AND BETWEEN THE COUNTY OF LASSEN AND DAN A. HOWE

This Amendment to Contract for Special Legal Services (hereinafter "Amendment") is made on this \_\_\_\_\_, 2017, between LASSEN COUNTY (hereinafter "County"), on behalf of the Lassen County DISTRICT ATTORNEY and DAN A. HOWE (hereinafter "Contractor"), who agree as follows:

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

Dan A. Howe entered into a written Contract For Special Legal Services with Lassen County on behalf of the Lassen County District Attorney's Office for the term of September 2, 2016 through December 31, 2018 in which Contractor agreed to provide legal and professional services in training of Lassen County District Attorney staff and the prosecution of criminal cases prosecuted by the District Attorney in the County of Lassen, State of California. Said services include specialized attorney's services and advice in legal matters related to the prosecution of criminal cases and the teaching, training and mentorship of Deputy District Attorney's; conducting meetings with officers, investigative, prosecutorial and clerical staff; preparation of, and court appearances for, the conduct of law and motion hearings, preliminary hearings and other hearings on motions in cases being handled by the District Attorney's Office; preparation and court appearances for the conduct of court and jury trials and/or contested jurisdictional hearings in cases being handled by the District Attorney's Office and the preparation and drafting of motions and responses to motions in cases being handled by the District Attorney's Office; preparation and drafting of correspondence in cases being handled by the District Attorney's Office.

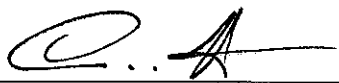
2. **Amendments:** The parties, County and Contractor, agree to amend the Agreement, by deleting numeral 3 of the original Agreement and inserting in its place the following:

"3. For services provided by Contractor as described above, County hereby agrees to compensate Contractor at the rate of \$100.00 per hour up to a maximum payable under this Agreement of \$40,000.00."

3. **Effectiveness of Agreement:** Except as set forth in this Amendment to Agreement, all provisions of the Agreement dated September 2, 2016 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment of the Agreement to be executed on the date first above written.

CONTRACTOR:

  
DAN A. HOWE  
Special Prosecutor

2/17/17  
date

COUNTY OF LASSEN:

RICHARD EGAN  
County Administrative Officer


date

AARON ALBAUGH, Chairman  
Lassen County Board of Supervisors

date

APPROVED AS TO FORM AND CONTENT:

Dated: 2-21-17

  
FOR LASSEN COUNTY COUNSEL

NSCL

date

**CONTRACT FOR SPECIAL LEGAL SERVICES**

THIS AGREEMENT entered into this 2<sup>nd</sup> day of September, 2016, by the County of Lassen, hereafter "County", acting through the District Attorney of the County of Lassen, State of California, hereinafter "County" and DAN A. HOWE, hereinafter "Contractor."

**WITNESSETH:**

WHEREAS, the District Attorney of Lassen County has need for special attorney's services, training and advice, in legal matters related to the prosecution of criminal cases in Lassen County, within the County of Lassen, State of California;

WHEREAS, Contractor is an Attorney at Law and is qualified to perform such special services for the District Attorney;

NOW, THEREFORE, the parties to this Agreement hereby agree as follows:

1. The County hereby engages Contractor and Contractor hereby agree to perform for the District Attorney the services hereinafter set forth for the compensation hereinafter set forth;

Legal and professional services in training of Lassen County District Attorney staff and the prosecution of criminal cases prosecuted by the District Attorney in the County of Lassen, State of California. Said services shall include specialized attorney's services and advice in legal matters related to the prosecution of criminal cases and the teaching, training and mentorship of Deputy District Attorney's while conducting meetings with officers, investigative, prosecutorial and clerical staff; preparation of, and court appearances for, the conduct of law and motion hearings, preliminary hearings and other hearings on motions in cases being handled by the District Attorney's Office; preparation for and court appearances for the conduct of court and jury trials and/or contested jurisdictional hearings in cases being handled by the District Attorney's Office; preparation and drafting of motions and responses to motions in cases being handled by the District Attorney's Office; preparation and drafting of correspondence in cases being handled by the District Attorney's Office.

3. For services provided by contractor as described above, the County hereby agrees to compensation Contractor at the rate of: \$ 100.00 per hour up to \$10,000, (ten-thousand dollars).
4. Contractor understands and agrees that Contractor will be compensated for mileage costs at the ongoing current rate established by the I.R.S. and travel time

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relative to Contractor's performance of any duties performed under this Agreement at rates stated above under Subdivision 1.

Contractor agrees to submit to the County an original invoice for services rendered, which invoice shall include the following information: The date of all services rendered; the court case number for the defendant's case; a general description of the services rendered; the amount of time spent on each service rendered; and an entry as to the amount or cost of each service. Contractor further agrees that Contractor's invoices for services rendered will be submitted on a bi-weekly basis.

5. This Agreement shall commence on the first day of August 1, 2016, which shall be the date on which the Contractor commences work under the Agreement, and shall terminate at the close of business on the 31<sup>st</sup> day of December, 2018, unless terminated by either party prior to that date. In the event the budgeted funds are drawn down before the expiration of the term of this Agreement, District Attorney shall notify Contractor in sufficient time to allow the orderly transfer of pending cases back to the District Attorney's Office.
6. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of such termination, specifying the effective date of such termination. Contractor shall be compensated for all work completed prior to the effective date of such termination.
7. The parties may modify the terms of this Agreement by mutual written consent.
8. There shall be no discrimination against any person employed pursuant to this Agreement, in any manner forbidden by law.
9. Contractor shall not assign, or transfer this Agreement or any interest therein without the prior written consent of the District Attorney.
10. Attachment "A" to this Agreement, entitled "General Provisions", is incorporated by reference and is a part of this Agreement.
11. Contractor agrees to have public liability (malpractice) insurance with a minimum coverage of \$500,000.00 per claim with a minimum aggregate of \$1,000,000.00..

Dated: 8/31/16

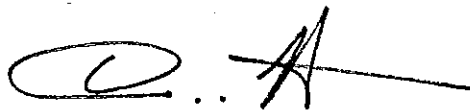
  
\_\_\_\_\_  
STACEY L. MONTGOMERY  
Lassen County District Attorney

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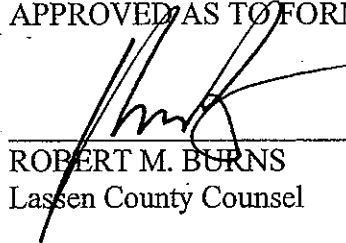
Dated: 9/2/16



DAN A. HOWE  
Attorney at Law

APPROVED AS TO FORM:

Dated: 9/20/16



ROBERT M. BURNS  
Lassen County Counsel

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## ATTACHMENT "A"

### GENERAL PROVISIONS

**B.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

B.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

B.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

B.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

B.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

B.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

B.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

B.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

B.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

B.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

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**B.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**B.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**B.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**B.5 INSURANCE:**

B.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

B.5.1.1 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional malpractice insurance with policy limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per incident and One Million Five Hundred Thousand Dollars (\$1,500,000.00) annual aggregate, with deductible or self-insured portion not to exceed Five Thousand Dollars (\$5,000.00).

B.5.1.2 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence.

B.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

B.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

B.5.4 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

B.5.5 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

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Richard Egan  
Lassen County Administrative Officer  
221 South Roop Street  
Susanville, California 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

B.5.6 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

B.5.7 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

#### **B.6 INDEMNITY;**

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.

County shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, CONTRACTOR shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

**B.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an

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agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**B.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**B.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**B.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**B.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**B.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**B.13 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving thirty (30) working days written notice of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

B.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

B.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as

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in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

B.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**B.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**B.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**B.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**B.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto relative only to the prosecution of the PEOPLE VERSUS ROBIN GLENN JAMES homicide case and the related trailing case. This agreement has no affect upon and is not affect in any way whatsoever by that certain contract between the parties hereto regarding the prosecution of prison crimes cases.

**B.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**B.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**B.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation,

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construction or meaning of the provisions of this Agreement.

**B.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**B.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**B.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**B.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**B.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**B.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**B.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**B.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

**B.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**B.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

**B.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

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**B.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**B.33 CONFLICT OF INTEREST.**

**B.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**B.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**B.34.3 Admonition.** Without limitation of the covenants in subparagraphs B.34.1 and B.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision B.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**B.34 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**B.35 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**B.36 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

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**B.37 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Stacey L. Montgomery  
Lassen County District Attorney  
220 South Lassen Street, Suite 8  
Susanville, California 96130

If to "CONTRACTOR":

Dan A. Howe  
694-610 Gold Run Road  
Susanville, California 96130

**END OF ATTACHMENT "A."**

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**Lassen County  
Board of Supervisors  
Minute Order**

**Tuesday, September 13, 2016**

**LASSEN COUNTY SUPERVISORS:**

**DISTRICT 1 - BOB PYLE; DISTRICT 2 - JIM CHAPMAN-CHAIRMAN; DISTRICT 3 - JEFF  
HEMPHILL; DISTRICT 4 - AARON ALBAUGH; DISTRICT 5 - TOM HAMMOND**

**9:00 A.M. CALL TO ORDER**

**Present:** 5 - Supervisor Bob Pyle, Supervisor Jim Chapman, Supervisor Jeff Hemphill, Supervisor Aaron Albaugh and Supervisor Tom Hammond

Also Present: County Administrative Officer Richard Egan, County Counsel Robert Burns, and Deputy Clerk of the Board Crystle Henderson.

**INFORMATION/CONSENT CALENDAR**

Items pulled for separate discussion: Supervisor Chapman - G6 Public Works Item.

**Approval of the Consent Agenda**

A motion was made by Supervisor Hemphill, seconded by Supervisor Pyle, to approve the Consent Agenda as amended. The motion carried by the following vote:

**Aye:** 5 - Pyle, Chapman, Hemphill, Albaugh and Hammond

**DISTRICT ATTORNEY**

**SPECIAL PROSECUTOR CONTRACT**

**SUBJECT:** Special Prosecutor contract with Dan Howe for legal services to cover child molest prosecutions from August 1, 2016 through December 31, 2018.

**FISCAL IMPACT:** \$10,000 allocated to the District Attorney Public Safety Budget (130 0431) Professional and Specialized services.

**ACTION REQUESTED:** Approve and authorize through the consent agenda.

**This Agreement was approved on the Consent Agenda.**

County of Lassen County )  
State of California ) ss.

I, Crystle Henderson, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, State of California, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors on above date.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Official Seal of the said Board of Supervisors this 20 day of September, 2016.

By Crystle Henderson

Deputy Clerk of the Board, County of Lassen, Board of Supervisors