

Agenda



County of Inyo Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

NOTICE TO THE PUBLIC: In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Public Notices: (1) 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 (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

Note: Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

May 4, 2021 - 8:30 AM

AMENDED

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Name of case: *Hollowell v. County of Inyo et al.* (Sac. Sup. Ct. Case No. 34-2021-00295566).
3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: County Counsel.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

5. **PLEDGE OF ALLEGIANCE**
6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
9. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Dena L. Dondero, Registered Nurse, HHS; Salvador Jesse "Sal" Montanez, HHS Specialist IV, HHS; Robert Rubio, Residential Caregiver, HHS; Donald N. Arrowood Jr., Airport Technician, Public Works; and James Young, Building Maintenance Worker II, Public Works.
10. **COVID-19 STAFF UPDATE**

DEPARTMENTAL - PERSONNEL ACTIONS

11. **Child Support Services** - Request Board approve the hiring of one (1) Administrative Analyst in the Child Support Department at Step E.
12. **Probation** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists, as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply for this position; and C) approve the hiring of one (1) Deputy Probation Officer I or II at Range 67 (\$3,852 - \$4,676) or Range 70 (\$4,660 - \$5,668) up to E step depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

13. **Agricultural Commissioner** - Request Board: A) Approve a three-year contract with SCI Consulting Group for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and the 2005 Mosquito Control and Disease Prevention Assessment for the fiscal years 2021-2022, 2022-2023, and 2023-2024 in an amount not to exceed \$39,214.00, contingent upon the Board's approval of future budgets; and B) authorize the Chairperson to sign the contract, contingent upon the appropriate signatures being obtained.
14. **County Administrator** - Request Board approve Amendment #2 to the agreement between the County of Inyo and Kelley Williams for the provision of personal services as Emergency Services Manager, effective May 4, 2021, and authorize the Chairperson to sign.
15. **Coroner** - Request Board approve Amendment #1 to the contract between the County of Inyo and Jarrett Michael Schneider, for the provision of Personal Services as a County Officer, amending the contract by: A) changing the end date of the contract to June 30, 2022; B) increasing the contract amount by \$15,000 for a total contract amount not to exceed \$45,000, contingent upon the approval of the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign.

16. **Coroner** - Request Board approve the contract with Taema Weiss, M.D., for autopsy services for the term of July 1, 2021 through June 30, 2023 for a total contract amount not to exceed \$45,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.
17. **Health & Human Services - ESAAA** - Request Board approve Amendment No. 2 to the Standard Agreement for Contract Number AP-2021-16 between the County of Inyo and the California Department of Aging, extending the contract term for an additional year, to June 30, 2022 for only the State Funded Nutrition Augmentation Program and the State funding for quarterly visits for the Ombudsman Program, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the HHS Director to sign.
18. **Probation** - Request Board approve the agreement between the County of Inyo and Tulare County for the period of July 1, 2021 through June 30, 2022, with the option to extend the term by written amendment to the agreement by both parties, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.
19. **Sheriff** - Request Board authorize an increase of Sheriff's Office purchasing authority with Adamson's Police Products of Los Alamitos, CA by \$9,998, to a total not-to-exceed amount of \$55,000, for the purchase of law enforcement safety equipment.
20. **Sheriff** - Request Board approve Amendment No. 02 to the agreement between the County of Inyo and Axon Enterprise, Inc. of Scottsdale, AZ, adding five (5) body cameras and increasing the contract to an amount not to exceed \$140,191.00, contingent upon the Board's approval of future budgets and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

DEPARTMENTAL (To be considered at the Board's convenience)

21. **Board of Supervisors** - Request Board receive a presentation from Cal Trans District 9 staff on SHOPP funding for the Manzanar Pavement and Fish Springs Pavement projects, including discussion of the best options for incorporating pedestrian safety elements within the timeframe and funding available.

- ADDENDUM** 21A. **Board of Supervisors** - Request Board consider letters to Senator Dianne Feinstein and Senator Alex Padilla requesting funding for the Eastern Sierra Small Business Resource Center and the Olancho-Cartago Four-Lane Project, as they consider Congressionally Directed Spending requests in the FY 2022 appropriations process.

- ADDENDUM** 21B. **County Administrator - Risk Management** - Request Board enact Ordinance 1265, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding and Amending Certain Sections of Chapter 1.28 of the Inyo County Code Pertaining to Claims."

22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meetings of April 27, 2021.

COMMENT (Portion of the Agenda when the Board takes comment from the public and County staff)

23. **PUBLIC COMMENT**



County of Inyo



Child Support Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Amy Weurdig

SUBJECT:

RECOMMENDED ACTION:

Request Board approve the hiring of one (1) Administrative Analyst in the Child Support Department at Step E.

SUMMARY/JUSTIFICATION:

The Child Support Department has completed interviews for the Administrative Analyst. An applicant with very good experience was chosen and we would like to offer the position at step E, based on her experience.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Limits the internal recruitment for the department.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

| | |
|--------------|-------------------------------|
| Amy Weurdig | Created/Initiated - 4/22/2021 |
| Darcy Ellis | Approved - 4/26/2021 |
| Amy Weurdig | Approved - 4/27/2021 |
| Sue Dishion | Approved - 4/29/2021 |
| Amy Shepherd | Final Approval - 4/29/2021 |



County of Inyo



Probation

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Jeffrey Thomson

SUBJECT: Hiring of one (1) Deputy Probation Officer I or II with the Probation Department

RECOMMENDED ACTION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the requested position exists, as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply for this position; and C) approve the hiring of one (1) Deputy Probation Officer I or II at Range 67 (\$3,852 - \$4,676) or Range 70 (\$4,660 - \$5,668) up to E step depending on qualifications.

SUMMARY/JUSTIFICATION:

The probation budget has a current vacant deputy probation officer position. Due to the announcement of an upcoming resignation of an employee who holds the position of deputy probation officer, it is necessary to recruit for a new Deputy Probation Officer I or II. It is the intent, if approved by the Board, to recruit within the Department, however an open recruitment may be more appropriate to ensure qualified applicants.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could direct the Probation Department to continue without filling the vacant position; however, this is not recommended.

OTHER AGENCY INVOLVEMENT:

Personnel Department and Auditor/Controller's office.

FINANCING:

The position is authorized in the Board approved 2020-21 Probation General budget 023000.

ATTACHMENTS:

APPROVALS:

| | |
|------------------|-------------------------------|
| Krystal Leonard | Created/Initiated - 4/21/2021 |
| Darcy Ellis | Approved - 4/21/2021 |
| Krystal Leonard | Approved - 4/21/2021 |
| Marshall Rudolph | Approved - 4/21/2021 |
| Amy Shepherd | Approved - 4/21/2021 |
| Sue Dishion | Approved - 4/26/2021 |
| Krystal Leonard | Approved - 4/26/2021 |
| Jeffrey Thomson | Final Approval - 4/27/2021 |



County of Inyo



Agricultural Commissioner

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Alexandra Barbella

SUBJECT: Request Board approve a three year contract renewal with SCI Consulting Group

RECOMMENDED ACTION:

Request Board: A) Approve a three-year contract with SCI Consulting Group for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and the 2005 Mosquito Control and Disease Prevention Assessment for the fiscal years 2021-2022, 2022-2023, and 2023-2024 in an amount not to exceed \$39,214.00, contingent upon the Board's approval of future budgets; and B) authorize the Chairperson to sign the contract, contingent upon the appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

SCI Consulting Group has provided services to Inyo County for the administration and levying of the 1998 Owens Valley Mosquito Abatement Program Assessment and 2005 Mosquito Control and Disease Prevention Assessment for the last 12 years.

The Agricultural Commissioner's office, which administers the Owens Valley Mosquito Abatement Program, previously solicited a Request for Proposal for these levy administration services. SCI Consulting Group was awarded the contract because of the unavailability of other companies providing the necessary services. SCI Consulting Group currently provides these services to 55 out of 57 mosquito abatement districts in California. The remainder do all or part of the work themselves. The fees for the proposed contract are slightly less than the previous three year contract.

It is requested the contract with SCI Consulting be continued due to the fact that they provide a concise and complete response, have demonstrated competence and have the professional qualifications necessary for the satisfactory performance of the services requested for the administration and levying of the two mosquito abatement assessments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On July 21, 1998, after conducting a ballot proceeding, this Board by its Ordinance No. 1002 authorized the levy of assessments for the financing and execution of the Owens Valley Mosquito Abatement Program projects; pursuant to the provisions of Government Code Section 25842.5, 53750, and 53753i, Health and Safety Code Sections 2270 et. seq. (repealed and replaced by Health and Safety Code Section 2000 et. seq.) and Articles XI and XIII D of the California Constitution.

On May 10, 2005, after conducting a ballot proceeding, this Board by its Resolution No. 2005-24, first authorized the levy of assessments for the "Mosquito Control and Disease Prevention Assessment" in compliance with Health and Safety Code Section 2080 abatement district law; Article XIII D of the California Constitution; Government Code Section 25842 et. seq. and Health and Safety Code Section 2000, (formerly 2200) which grants the Board of Supervisors the power to create mosquito and vector control programs in the same manner as a district.

Since FY 1998-1999, the "Owens Valley Mosquito Abatement Program Assessment has been continued annually and the "Mosquito Control and Disease Prevention Assessment" has been continued annually since FY 2005-2006. Both assessments are providing essential revenues needed to fund mosquito abatement projects and services.

SCI Consulting Group, the Engineer of Work for purposes of these proceedings, has hereby prepared Engineer's Reports for "Owens Valley Mosquito Abatement Program Assessment" and for "Mosquito Control and Disease Prevention Assessment". These Engineer's Reports include the proposed budget for the assessments for Fiscal Year 2020-2021 and the updated proposed assessments for each parcel in the Program's area within Inyo County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to enter into this contract and direct the Agricultural Commissioner's office to re-solicit bids for the levying and administration of the two mosquito abatement assessments.

The Board could deny the award of this contract and direct the Agricultural Commissioner's office to perform these duties. This is not recommended as this is an involved and complicated process. At this time the department does not have adequate staff to dedicate to this process.

OTHER AGENCY INVOLVEMENT:

none

FINANCING:

The cost of this contract is \$39,214.00 over a three year period. The first year's expenditure has been requested in the fiscal year 2021-2022 budget. Pending approval of this year's and future budgets, there will be sufficient funds for this contract in the OVMAP budget unit 154101, expense object code 5265 (Professional and Special Services). The OVMAP is a non-general fund program. There will be no fiscal impact to the Inyo County General Fund.

ATTACHMENTS:

1. OVMAP Renewal Agreement 2021-03

APPROVALS:

| | |
|--------------------|-------------------------------|
| Alexandra Barbella | Created/Initiated - 4/19/2021 |
| Darcy Ellis | Approved - 4/20/2021 |
| Alexandra Barbella | Approved - 4/20/2021 |
| Nathan Reade | Approved - 4/21/2021 |
| Marshall Rudolph | Approved - 4/21/2021 |
| Amy Shepherd | Approved - 4/21/2021 |
| Nathan Reade | Final Approval - 4/28/2021 |

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on March 9, 2021, between the **Owens Valley Mosquito Abatement Program**, ("Program") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

1. Scope of Work ("Work"). Consultant shall perform the work and render the services described in the Scope of Work shown below (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.

2. Payment.

a. In exchange for the Work, Program shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by Program. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.

b. At the completion of each phase of the Work, the Consultant shall submit to the Program an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the Program shall pay the invoice within 30 days of its receipt.

3. Term. This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.

4. Insurance.

a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

| | |
|--|---|
| Commercial General Liability | \$2,000,000 per occurrence \$4,000,000 aggregate |
| Automobile Liability | \$2,000,000 per accident |
| Workers' Compensation | Statutory limits |
| Professional Liability | \$2,000,000 per claim |
| Excess Liability (over General Liability & Auto Liability) | \$1,000,000 per occurrence & \$1,000,000 aggregate |

b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the Program, its officers and employees as additional insureds regarding liability arising out of the Work.

c. **Proof of Insurance.** Upon request, the Consultant shall provide to the Program proof of insurance.

- 5. Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the Program, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- 6. Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 7. Independent Contractor.** The Consultant's relationship to the Program is that of an independent contractor.
- 8. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the Program.
- 9. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 10. Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 11. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 12. Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the Program may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
- 13. Cancellation.** The Program or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.
- 14. Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:

Owens Valley Mosquito Abatement
Program
207 W. South Street
Bishop, CA 93514

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for Owens Valley Mosquito Abatement Program.

DEFINITIONS

| | |
|--------------------|--|
| Program: | Owens Valley Mosquito Abatement Program, staff and County Supervisors. |
| Assessment: | The Mosquito Abatement Program Assessment and the Mosquito Control and Disease Prevention Assessment |
| SCI or Consultant: | SCI Consulting Group, and any and all employees and subcontractors. |
| Administration: | Services related to the determination, levy and collection of assessment revenues. |

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Obtain upcoming fiscal year estimated cost information from the Program to use as a basis for the budget in the Engineer's Reports.
2. Calculate and prepare the preliminary assessment roll for inclusion in the Engineer's Reports.
3. Prepare the Engineer's Reports, including any necessary upgrades due to any recent court rulings or other requirements.
4. File the final Engineer's Reports with the Program.
5. Prepare any needed resolutions and staff reports for the Assessments.
6. Prepare and assist with the publication of any notices for the continuation of the Assessments.
7. Attend the Program Board meeting at which the public hearing is held, and the Engineer's Report is approved.

CONFIRMATION OF PROGRAM PARCELS, LEVY CALCULATION, VERIFICATION AND SUBMITTAL

1. Create a database including every parcel in the boundaries of the Assessment Districts, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Prepare the final Assessment Rolls for the Assessment Districts and submit it to the County for inclusion on the upcoming fiscal year tax bills.

PROGRAM INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.
2. Develop and make available to the Program an Internet based website that will allow Program staff to quickly locate parcel data by owner name, parcel number, street address or other requested search criteria.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the Program and Program legal counsel.

SCI shall be compensated for the performance of the Scope of Work as follows:

1. For Fiscal Year 2021-22 , the total compensation for the Scope of Work shall be \$6,407 for Assessment District No. 1 and \$6,407 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
 - ii. Assessment 2
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
2. For Fiscal Year 2022-23 , the total compensation for the Scope of Work shall be \$6,535 for Assessment District No. 1 and \$6,535 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
 - ii. Assessment 2
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
3. For Fiscal Year 2023-24, the total compensation for the Scope of Work shall be \$6,665 for Assessment District No. 1 and \$6,665 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
 - ii. Assessment 2
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.

4. For Fiscal Year 2024-25, the total compensation for the Scope of Work shall be \$6,665 for Assessment District No. 1 and \$6,665 for Assessment District No. 2, payable as follows:
 - i. Assessment 1
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
 - ii. Assessment 2
 - a. Upon submittal of the special assessment levies to the County Auditor, the sum of \$3,500 shall be due.
 - b. On January 31 of the fiscal year, the remainder shall be due.
5. The Scope of Work includes one meeting with the Program. Any additional meetings shall be billed at the rate of \$1,050 per person per meeting.
6. In the event that the Program elects to request optional, additive scope of work, SCI will work with the Program to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.
7. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the Program with total cost not to exceed \$1,500 per year, without prior authorization from the Program. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the Program.

SIGNATURE PAGE

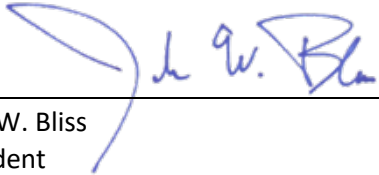
By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Nathan Reade
Ag Commissioner
Owens Valley Mosquito Abatement
Program

Date

Accepted:



John W. Bliss
President
SCI Consulting Group

Date



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Sue Dishion

SUBJECT: Emergency Services Manager Contract Amendment #2

RECOMMENDED ACTION:

Request Board approve Amendment #2 to the agreement between the County of Inyo and Kelley Williams for the provision of personal services as Emergency Services Manager, effective May 4, 2021, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Amendment #1 to Ms. Williams contract came before your Board on November 17, 2020. At that time Attachment B, read that the Emergency Services Manager should be paid \$3,786.55 for a total of 14 pay periods with an end date of May 26, 2021. The correct end date should actually be June 9, 2021 as the previous date would have only covered 13 pay periods. This amendment insures that Ms. Williams is not short-paid for the services provided.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment resulting in not fulfilling the original obligation of payment for 14 pay periods.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Amendment #1 covered the increase to the Salaries and Benefits for the full 14 pay periods so this amendment has no actual fiscal impact.

ATTACHMENTS:

1. Amendment #2 - Williams
2. Original Contract - Williams

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Sue Dishion
Amy Shepherd

Created/Initiated - 4/26/2021
Approved - 4/26/2021
Approved - 4/26/2021
Approved - 4/26/2021
Final Approval - 4/27/2021

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN COUNTY OF INYO
KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Kelley Williams (hereinafter referred to as "Emergency Services Manager"), have entered into an Agreement for the Provision of Personal Services dated April 19, 2018, on County of Inyo Standard Contract No. 208, for the term from April 19, 2018, until terminated.

WHEREAS, County and Emergency Services Manager do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

As of the effective date of this Amendment, Attachment B (Schedule of Fees) is amended to read as set forth in the revised Attachment B, which is attached hereto and incorporated herein by this reference.

The effective date of this Amendment to the Agreement is May 4, 2021.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN COUNTY OF INYO
KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A

County Risk Manager

CONTRACTOR

By: _____
Signature
Kelley Williams
Print or Type Name

Dated: 4/19/21

**ATTACHMENT B
(REVISED)**

**AGREEMENT BETWEEN COUNTY OF INYO
AND KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. Effective November 26, 2020, and continuing until June 9, 2021, Emergency Services Manager shall be paid \$3,786.35 every two weeks on County paydays (i.e., a total of 14 pay periods at that amount). Said amount includes a component for "longevity." Effective June 10, 2021, Emergency Services Manager shall be paid at Range 82, Step E (currently \$7,677 per month), plus applicable longevity pay, every two weeks on County paydays.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of November 2020 an order was duly made and entered as follows:

**CAO-Emergency
Services – Kelley
Williams Contract
Amendment 1**

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve Amendment No. 1 to the agreement between the County of Inyo and Kelley Williams for the provision of personal services as Emergency Services Manager, effective November 26, 2020, and authorize the County Administrator to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th
Day of November, 2020



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink that reads "Clint G. Quilter".

By: _____

| |
|---|
| Routing |
| |
| CC Purchasing Personnel X Auditor CAO: Emergency Services Other: DATE: December 1, 2020 |



County of Inyo



#28

County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: County Administrator

SUBJECT: Emergency Services Manager Contract Amendment

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the agreement between the County of Inyo and Kelley Williams for the provision of personal services as Emergency Services Manager, effective November 26, 2020, and authorize the County Administrator to sign.

SUMMARY/JUSTIFICATION:

During the COVID emergency, it became apparent that the Emergency Services Manager must perform at a much higher level than was expected when the position was created. It requires substantive coordination both within our organization and with outside organizations. The County has recently conducted a compensation study that included the Emergency Services Manager position. The results showed the position did in fact merit an adjustment. The salary that is proposed herein is consistent with the market based on that compensation study.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not approve contract amendment and continue in its current form.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Budget 023700 - Disaster (50%)

Budget 623820 - 2020 EMPG (50%/50%)

ATTACHMENTS:

1. Williams Amendment 1

APPROVALS:

Darcy Ellis
Sue Dishion

Created/Initiated - 11/10/2020
Approved - 11/10/2020

Marshall Rudolph
Amy Shepherd

Approved - 11/10/2020
Final Approval - 11/10/2020

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN COUNTY OF INYO
KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Kelley Williams (hereinafter referred to as "Emergency Services Manager"), have entered into an Agreement for the Provision of Personal Services dated April 19, 2018, on County of Inyo Standard Contract No. 208, for the term from April 19, 2018, until terminated.

WHEREAS, County and Emergency Services Manager do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

As of the effective date of this Amendment, Attachment B (Schedule of Fees) is amended to read as set forth in the revised Attachment B, which is attached hereto and incorporated herein by this reference.

The effective date of this Amendment to the Agreement is November 17, 2020.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN COUNTY OF INYO
KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
30th DAY OF December, 2021.

COUNTY OF INYO

By: [Signature]

Dated: 12/30/2021

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

CONTRACTOR

By: [Signature]

Kelley Williams
Signature
Print or Type Name

Dated: 1/8/20

[Signature]

**ATTACHMENT B
(REVISED)**

**AGREEMENT BETWEEN COUNTY OF INYO
AND KELLEY WILLIAMS
FOR THE PROVISION OF PERSONAL SERVICES
AS EMERGENCY SERVICES MANAGER**

TERM:

FROM: April 19, 2018 TO: TERMINATION

SCHEDULE OF FEES:

Consent

1. Effective November 26, 2020, and continuing until ~~May 26, 2021~~ *June 9, 2021*, Emergency Services Manager shall be paid \$3,786.35 every two weeks on County paydays (i.e., a total of 14 pay periods at that amount). Said amount includes a component for "longevity." Effective ~~May 27, 2021~~ *June 10, 2021*, Emergency Services Manager shall be paid at Range 82, Step E (currently \$7,677 per month), plus applicable longevity pay, every two weeks on County paydays.

2. The County Administrator will review Emergency Services Manager's performance annually. As a result of such review, the County Administrator may authorize an increase or decrease in Emergency Services Manager's salary to a higher step in the range for Emergency Services Manager's position.

3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Emergency Services Manager's employment shall also be covered by the County's Personnel Rules and Regulations and by the Non-Represented Employees' Resolution. (Note: among other things, Articles XII and XIII of the Personnel Rules and Regulations, dealing with Disciplinary Procedures/Appeals and Grievances, will not apply to Emergency Services Manager's employment.)

4. County will provide a County vehicle for use. County vehicle will be housed at 163 May Street.

5. Emergency Services Manager is entitled to forty paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.

6. Effective November 25, 2020, Emergency Services Manager shall no longer be entitled to receive "on call" pay. It has also been determined that, through no fault of either party, Emergency Services Manager has received an overpayment of \$3,775.00 in previous on-call pay, which she shall repay no later than May 26, 2021.



County of Inyo



Coroner

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Denelle Carrington

SUBJECT: Approval of Amendment #1 between the County of Inyo and Jarrett Michael Schneider for the provision of Personal Services as a County Officer.

RECOMMENDED ACTION:

Request Board approve Amendment #1 to the contract between the County of Inyo and Jarrett Michael Schneider, for the provision of Personal Services as a County Officer, amending the contract by: A) changing the end date of the contract to June 30, 2022; B) increasing the contract amount by \$15,000 for a total contract amount not to exceed \$45,000, contingent upon the approval of the Fiscal Year 2021-2022 Budget; and C) authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This amendment is brought to your Board for consideration to extend this contract for an additional year, with June 30, 2022 as the new end date and an increase of \$15,000 to cover the additional time period.

Mr. Schneider is one of the Deputy Coroners in the Northern portion of Inyo County. This amendment will allow Mr. Schneider to continue his work with no interruption in service.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract amendment, but this action is not recommended as these services are critical to the Coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This will be budgeted in the Fiscal Year 2021-2022 Coroner Budget in Salaries and Benefits.

ATTACHMENTS:

1. Amendment #1 - Schneider

2. Original Contract - Schneider

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd

Created/Initiated - 4/26/2021
Approved - 4/26/2021
Approved - 4/26/2021
Approved - 4/27/2021
Final Approval - 4/29/2021

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jarrett Michael Schneider
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jarrett Michael Schneider (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated April 14, 2020, on County of Inyo Standard Contract No. 201 for the term from April 15, 2020 to June 30, 2021.

WHEREAS, County and Officer do desire to consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Officer hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from April 15, 2020 to June 30, 2022 unless sooner terminated as provided below.

3. CONSIDERATION.

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$45,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is May 4, 2021.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jarrett Michael Schneider
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____


OFFICER

By: 
Signature

JARRETT MICHAEL SCHNEIDER
Type or Print

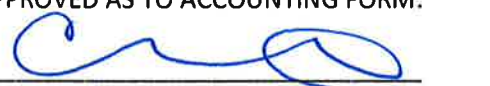
Dated: APRIL 19th, 2021

APPROVED AS TO FORM AND LEGALITY



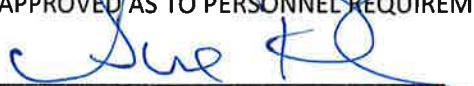
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A

County Risk Manager



County of Inyo



County Administrator

CONSENT - ACTION REQUIRED

MEETING: April 14, 2020

FROM: Denelle Carrington

SUBJECT: Approval of Contract between the County of Inyo and Jarrett Michael Schneider for the provision of Personal Services as a County Officer.

RECOMMENDED ACTION:

Request Board approve the contract between the County of Inyo and Jarrett Michael Schneider, for Personal Services for the term of April 15, 2020 through June 30, 2021, for a total amount not to exceed \$30,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

This position became vacant on April 14, 2020 and needed to be filled so that the duties of the Coroner's Office could be covered, as it is a 24/7, 365 days a year commitment. With the increase in cases, filling the position quickly is imperative. This position does not participate in PERS.

The start date for this contract is listed as April 15, 2020, however, the actual start date of this position is contingent upon the completion of all proper paperwork and the completion of the employee physical and background check that is a requirement in the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the contract, however this is not recommended as the services provided by this position are critical to the Coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding for this position is included in the Coroners Budget (023500) in the Salaries and Benefits object codes.

ATTACHMENTS:

1. Schneider Contract 2020-2021

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington
Marshall Rudolph
Amy Shepherd
Clint Quilter

Created/Initiated - 4/3/2020
Approved - 4/7/2020
Approved - 4/8/2020
Approved - 4/8/2020
Approved - 4/8/2020
Final Approval - 4/8/2020

AGREEMENT BETWEEN COUNTY OF INYO
AND Jarrett Michael Schneider
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, Jarrett Michael Schneider (hereinafter referred to as "Officer") has been duly appointed as Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Officer to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Officer for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from 4/15/2020 to 06/30/2021, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed \$ 30,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. **WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. **PRE-EMPLOYMENT PHYSICAL.**

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

This is an agreement for the personal services of Officer. County has relied upon the skills, knowledge, experience, and training of Officer as an inducement to enter into this Agreement. Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Officer shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

21. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

| | |
|-----------------------|----------------|
| County of Inyo | |
| Coroner | Department |
| 325 W. Elm Street | Street |
| Bishop, CA 93514 | City and State |

| | |
|---------------------------|----------------|
| Officer: | |
| Jarrett Michael Schneider | Name |
| 870 A Coats Street | Street |
| Bishop, CA 93514 | City and State |

County of Inyo Standard Contract - 201
(Appointed County Officer)

22. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND Jarrett Michael Schneider
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF _____.

COUNTY OF INYO

OFFICER

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Director of Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jarret Michael Schneider
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 04/15/2020 _____ **TO:** 06/30/2021 _____

SCOPE OF WORK:

- Death investigations as required by statutes.
- Available to respond to coroner's obligations 24 hours per day.
- On scene investigations and photography.
- Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens.
- Travel and attend out of county autopsies when forensic autopsies are required.
- Complete the medical portion of death certificates and sign.
- Provide written coroner reports as required.
- Be prepared to assist the coroner in all investigations enumerated by law.
- Attend continuing education classes as necessary for completion of duties.
- Be responsible for all functions of the coroner's office in the absence of the coroner.
- Officer shall work less than 1,000 hours per fiscal year and less than an average of 20 hours per week.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jarrett Michael Schneider**
**FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

FROM: 04/15/2020 **TO:** 06/30/2021

SCHEDULE OF FEES:

\$1,350.00/month

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jarrett Michael Schneider
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

TERM:

04/15/2020 06/30/2021
FROM: _____ **TO:** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per diem and reimbursements to be paid as per county's travel policy.



County of Inyo



Coroner

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Denelle Carrington

SUBJECT: Approval of contract for Autopsy Services

RECOMMENDED ACTION:

Request Board approve the contract with Taema Weiss, M.D., for autopsy services for the term of July 1, 2021 through June 30, 2023 for a total contract amount not to exceed \$45,000, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

Dr. Weiss provides autopsy services in the Southern portion of the County and is the only physician in Southern Inyo County with the expertise to provide autopsy services.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract, which would impact the job of the Coroner, and not allow him to move forward appropriately and fulfill his duties as Coroner.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

This expense will be budgeted in the Coroner's Budget each year in Professional Services (5265).

ATTACHMENTS:

1. Weiss Contract

APPROVALS:

Denelle Carrington
Darcy Ellis
Denelle Carrington

Created/Initiated - 4/26/2021
Approved - 4/26/2021
Approved - 4/26/2021

Marshall Rudolph
Amy Shepherd

Approved - 4/29/2021
Final Approval - 4/29/2021

AGREEMENT BETWEEN COUNTY OF INYO
AND Taema Weiss
FOR THE PROVISION OF Autopsy SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Autopsy services of Taema Weiss of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jason Molinar, whose title is Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 07/01/2021, to 06/30/2023, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment C) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed

\$45,000

Dollars (hereinafter referred to as "contract limit").

County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of 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 a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

| | |
|----------------------------|----------------|
| County of Inyo: Coroner | Department |
| _____ | Address |
| 325 West Elm Street | _____ |
| _____ | City and State |
| Bishop, CA 93514 | _____ |

| | |
|-------------------|----------------|
| Contractor: | |
| Taema Weiss, MD | Name |
| _____ | Address |
| 387 Willow Street | _____ |
| _____ | City and State |
| Bishop, CA 93514 | _____ |

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

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AGREEMENT BETWEEN COUNTY OF INYO
AND Taama Weiss
FOR THE PROVISION OF Autopsy **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY _____ OF _____, _____.

COUNTY OF INYO:

CONTRACTOR:

By: _____

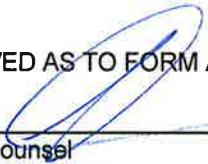
By: Taama Weiss
Type or Print Name

Taama Weiss
Signature

Dated: _____

Dated: 4/19/21

APPROVED AS TO FORM AND LEGALITY:



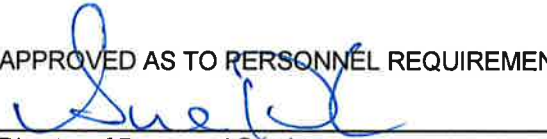
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

s:County Counsel/Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Taama Weiss
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2021 **TO:** 06/30/2023

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Taema Weiss
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2021 **TO:** 06/30/2023

SCHEDULE OF FEES:

Gross Complete Autopsy.....\$1,000.00
External examination to determine cause of death or medical consultation.....\$500.00
Reimbursement of other necessary charges in determining cause of death. Microscopic
examination or other needed tests.....\$As billed

(As billed by an outside service that provides the tests required, with a copy of their actual invoice attached)

ATTACHMENT C

AND Taema Weiss **AGREEMENT BETWEEN COUNTY OF INYO**
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 07/01/2021 **TO:** 06/30/2023

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Health & Human Services - ESAAA

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Melissa Best-Baker

SUBJECT: Board approval of Amendment Number 2 of the Standard Agreement for Contract Number AP-2021-16 between California Department of Aging and County of Inyo.

RECOMMENDED ACTION:

Request Board approve Amendment No. 2 to the Standard Agreement for Contract Number AP-2021-16 between the County of Inyo and the California Department of Aging, extending the contract term for an additional year, to June 30, 2022 for only the State Funded Nutrition Augmentation Program and the State funding for quarterly visits for the Ombudsman Program, contingent upon the Board's approval of the Fiscal Year 2021-2022 Budget, and authorize the HHS Director to sign.

SUMMARY/JUSTIFICATION:

Due to the impact of the pandemic on area agencies on aging programs' service delivery, the California Department of Aging (CDA) is providing an extension to the current 2020-2021 contract term. This extension applies only to the General Fund Nutrition Augmentation and General Fund Quarterly Visit Ombudsman Funding Agreement. All other funding is expected to be expended within the current contractual period. The attached Amendment No. 2 to the standard agreement with CDA will allow our local Area Agency on Aging (ESAAA) additional time to expend these specific categories of funding. CDA will calculate remaining balances of the General Fund Nutrition Augmentation and the General Fund Quarterly Ombudsman Fund based upon the Area Plan 2020-21 closeout and the categorical funding balance will become available to ESAAA in early Winter 2021 for expenditure prior to June 30, 2022.

The Department respectfully request your Board's approval of Amendment No. 2 to the standard agreement with CDA, as well as authorization for the Department Director to sign the agreement.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not approve the amendment to the existing contract. This is not recommended as the county then would not be able to extend use of these funds beyond June 30, 2021.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, County of Mono, and California Indian Legal Services

FINANCING:

State dollars. This revenue will be budgeted in the ESAAA budget (683000) in the State and Federal revenue object codes.

ATTACHMENTS:

1. CDA Standard Agreement, Amendment 2

APPROVALS:

| | |
|--------------------|-------------------------------|
| Melissa Best-Baker | Created/Initiated - 4/16/2021 |
| Darcy Ellis | Approved - 4/16/2021 |
| Marilyn Mann | Approved - 4/16/2021 |
| Marshall Rudolph | Approved - 4/16/2021 |
| Amy Shepherd | Approved - 4/16/2021 |
| Melissa Best-Baker | Approved - 4/16/2021 |
| Marilyn Mann | Final Approval - 4/16/2021 |

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

| | | |
|------------------|------------------|-----------------------------|
| AGREEMENT NUMBER | AMENDMENT NUMBER | Purchasing Authority Number |
| AP-2021-16 | 2 | |

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2022

3. The maximum amount of this Agreement after this Amendment is:

\$ 1,032,222 One million thirty-two thousand two hundred twenty-two and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment extends the contract term for an additional year, to June 30, 2022 for ONLY the State funded Nutrition Augmentation program AND the State funding for Quarterly Visits for the Ombudsman Program. This amendment allows the contractor to expend State General Funds Nutrition Augmentation Funding and the State General Funds Quarterly Visit Ombudsman funding during the extension. All other funds in this Agreement must be expended, reimbursed, and reported pursuant to the original terms, conditions, and dates in the original Agreement.

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

County of Inyo

CONTRACTOR BUSINESS ADDRESS

163 May Street

CITY

Bishop

STATE

CA

ZIP

93514-2709

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Jeffrey Thomson

SUBJECT: Approve agreement between the County of Inyo and Tulare County

RECOMMENDED ACTION:

Request Board approve the agreement between the County of Inyo and Tulare County for the period of July 1, 2021 through June 30, 2022, with the option to extend the term by written amendment to the agreement by both parties, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered an agreement with Tulare County on November 1, 2016, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement was for a period of one (1) year with the option to extend up to four (4) years ending on June 30, 2021.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

General Facility Housing is \$135 per day per youth in custody. These funds will be taken out of the Out Of County budget (023101) Professional Services (5265).

ATTACHMENTS:

1. FY 2021-22 Tulare Agreement - County of Inyo Juvenile Detention Facility Bed Space

APPROVALS:

Krystal Leonard
Darcy Ellis

Created/Initiated - 4/22/2021
Approved - 4/26/2021

Krystal Leonard
Marshall Rudolph
Amy Shepherd
Sue Dishion
Krystal Leonard
Jeffrey Thomson

Approved - 4/26/2021
Approved - 4/26/2021
Approved - 4/26/2021
Approved - 4/26/2021
Approved - 4/28/2021
Final Approval - 4/28/2021

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO

THIS AGREEMENT ("Agreement") is entered into as of _____, between the COUNTY OF TULARE, a political subdivision of the State of California ("PROVIDER COUNTY"), and COUNTY OF INYO, ("RECIPIENT COUNTY"). PROVIDER COUNTY and RECIPIENT COUNTY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. At present RECIPIENT COUNTY has a special purpose Juvenile Detention Facility, which sometimes lacks the capacity to detain and/or commit certain juvenile offenders;
- B. RECIPIENT COUNTY desires, and PROVIDER COUNTY is willing to provide, facilities and services for the detention and/or commitment of juvenile offenders on the terms and conditions expressed in this Agreement;

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of July 1, 2021 and expires at 11:59 PM on June 30, 2022 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
2. **SERVICES TO BE PERFORMED:** PROVIDER COUNTY agrees to provide detention and/or commitment services in existing juvenile facilities for juvenile offenders as designated by RECIPIENT COUNTY, but subject to availability. The services shall include, without limitation, appropriate secure housing, food, clothing, schooling, counseling, and health and medical care. For purposes of this Agreement, "juvenile offender" shall mean any person under the age of 18 years subject to, or under the jurisdiction of, the Juvenile Court law as described in Welfare and Institutions Code §602.
3. **PAYMENT FOR SERVICES:** RECIPIENT COUNTY agrees to pay PROVIDER COUNTY the amount of One Hundred Thirty-Five Dollars (\$135) per bed occupied by each juvenile offender, per day, each and every day (or partial day) for the entire term of the agreement for such services. PROVIDER COUNTY shall invoice RECIPIENT COUNTY for such services monthly in arrears, and payment shall be made by RECIPIENT COUNTY within thirty (30) days of receipt of such invoice.
4. **RESPONSIBILITIES OF PROVIDER COUNTY:** See attached EXHIBIT A.
5. **RESPONSIBILITIES OF RECIPIENT COUNTY:** See attached EXHIBIT B.
6. **EMPLOYEE STATUS:** This Agreement is entered into by both parties with the express understanding that PROVIDER COUNTY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the PROVIDER COUNTY or any of its agents, employees or officers as an agent, employee, or officer of RECIPIENT COUNTY.
7. **COMPLIANCE WITH LAW:** PROVIDER COUNTY shall provide services in accordance with applicable Federal, State, and local laws, regulations, and directives. With respect to PROVIDER COUNTY'S

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO

employees, PROVIDER COUNTY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

8. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.
9. **RECORDS AND AUDIT:** RECIPIENT COUNTY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, RECIPIENT COUNTY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, RECIPIENT COUNTY shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.
10. **CONFLICT OF INTEREST:**
- (a) RECIPIENT COUNTY agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq., and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including RECIPIENT COUNTY for this purpose, from making any decision on behalf of PROVIDER COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/contractor participates in or influences any PROVIDER COUNTY decision which has the potential to confer any pecuniary benefit on RECIPIENT COUNTY or any business firm in which RECIPIENT COUNTY has an interest, with certain narrow exceptions.
 - (b) RECIPIENT COUNTY agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the PROVIDER COUNTY designated representative and provide all information needed for resolution of this question.
11. **INSURANCE:** Each of the parties to this Agreement is an entity which is self-insured and/ or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/ or omissions in the performance of its duties under this Agreement.
12. **INDEMNIFICATION:** The RECIPIENT COUNTY and the PROVIDER COUNTY shall hold harmless, defend, and indemnify each other, their agents, officers, and employees from and against any liability, claims,

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO

actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers, or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

13. TERMINATION

- (a) Without Cause: Either party will have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. RECIPIENT COUNTY will pay to the PROVIDER COUNTY the compensation earned for work performed and not previously paid for to the date of termination.
- (b) With Cause: This Agreement may be terminated by either party should the other party:
- (1) be adjudged a bankrupt, or
 - (2) become insolvent or have a receiver appointed, or
 - (3) make a general assignment for the benefit of creditors, or
 - (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (5) materially breach this Agreement.

In addition, PROVIDER COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by RECIPIENT COUNTY or anyone acting on RECIPIENT COUNTY'S behalf, as to any matter related in any way to RECIPIENT COUNTY'S retention of PROVIDER COUNTY, or
 - (7) other misconduct or circumstances which, in the sole discretion of the PROVIDER COUNTY, either impair the ability of PROVIDER COUNTY to competently provide the services under this Agreement or expose the PROVIDER COUNTY to an unreasonable risk of liability.
- (c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where PROVIDER COUNTY'S services have been terminated by the RECIPIENT COUNTY, said termination will not affect any rights of the PROVIDER COUNTY to recover damages against the RECIPIENT COUNTY.

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of PROVIDER COUNTY may immediately suspend performance by PROVIDER COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by RECIPIENT COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. LOSS OF FUNDING: It is understood and agreed that if the funding is either discontinued or reduced for this project for the PROVIDER COUNTY or RECIPIENT COUNTY, that the PROVIDER COUNTY or RECIPIENT COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

15. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

TULARE COUNTY PROBATION DEPARTMENT
3241 West Noble Avenue
Visalia, California 93277
Phone No.: +1 (559) 608-9035
Fax No.: +1 (559) 687-6984

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 West Burrel Avenue
Visalia, California 93291
Phone No.: +1 (559) 636-5005
Fax No.: +1 (559) 733-6318

COUNTY OF INYO:

INYO COUNTY BOARD OF SUPERVISORS
County Administrative Center
224 North Edwards Street
Independence, California 93526
Phone No.: +1 (760) 878-0373
Fax No.:

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

- 16. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 17. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- 18. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
- 19. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
- 20. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 21. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- 22. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 23. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
- 24. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between PROVIDER COUNTY and RECIPIENT COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

25. ASSURANCES OF NON-DISCRIMINATION: PROVIDER COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

- (a) It is recognized that both the PROVIDER COUNTY and the RECIPIENT COUNTY have the responsibility to protect PROVIDER COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, RECIPIENT COUNTY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The PROVIDER COUNTY, in its sole discretion, has the right to require RECIPIENT COUNTY to replace any employee who provides services of any kind to RECIPIENT COUNTY pursuant to this Agreement with other employees where PROVIDER COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude PROVIDER COUNTY from terminating this Agreement with or without cause as provided for herein.

26. AUTHORITY: RECIPIENT COUNTY represents and warrants to the PROVIDER COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind RECIPIENT COUNTY to its terms. RECIPIENT COUNTY acknowledges that the PROVIDER COUNTY has relied upon this representation and warranty in entering into this Agreement.

27. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

28. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) REQUIREMENTS: See attached EXHIBIT C.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date _____

By: _____

Chair, Board of Supervisors
"RECIPIENT COUNTY"

ATTEST: _____
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

By: _____
Deputy Clerk

Approved as to Form
Inyo County Counsel

Date: 4/27/21

By: [Signature]
Deputy County Counsel

COUNTY OF TULARE

Date: _____

By: _____

Chair, Board of Supervisors
"PROVIDER COUNTY"

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Approved as to Form
Tulare County Counsel

Date: _____

By: _____
Deputy

Matter # 2021427 Date: _____

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

EXHIBIT A

RESPONSIBILITIES OF THE PROVIDER COUNTY

PROVIDER COUNTY shall be responsible to do the following:

- (a) Provide services for juvenile offenders from RECIPIENT COUNTY as provided in this Agreement;
- (b) Provide periodic medical examinations for such juvenile offenders;
- (c) Detain or commit and care for the juvenile offenders in the same manner as other similar juvenile offenders are detained or committed by PROVIDER COUNTY in its juvenile facilities;
- (d) At the request of RECIPIENT COUNTY, make monthly written progress reports as to the juvenile offenders detained or committed under this Agreement.

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

EXHIBIT B

RESPONSIBILITIES OF RECIPIENT COUNTY

RECIPIENT COUNTY shall be responsible to do the following:

- (a) Transport, at its own cost and expense, such juvenile offenders as it shall designate for the services to be provided by PROVIDER COUNTY. The juvenile offenders shall be transported to the juvenile facilities designated by PROVIDER COUNTY in accordance with reasonable procedures to which the parties shall mutually agree;
- (b) Provide a copy of any Juvenile Court order required as to that juvenile offender, or a statement in form acceptable to PROVIDER COUNTY that such an order is not required;
- (c) Reasonably avoid transporting juvenile offenders who have a communicable, contagious, or infectious disease, or who require immediate medical care and attention;
- (d) Provide a properly executed medical consent form acceptable to PROVIDER COUNTY authorizing PROVIDER COUNTY to provide such medical care and treatment as may become necessary during the time that the juvenile offender is detained or committed in Tulare County;
- (e) Comply with any and all legal requirements not directly involving the detention or commitment of the juvenile offender, including, without limitation, informing the juvenile offender of his or her legal rights, notifying parents and guardians, filing petitions, serving notices and arranging for court appearances;
- (f) Comply with any and all legal requirements involving continued detention or commitment;
- (g) In addition to the daily amount due under Section 2 hereof, reimburse PROVIDER COUNTY for the actual cost of any hospital, medical, surgical, or dental care for the juvenile offenders, other than first aid, except for periodic medical examinations and treatment for injuries and/or illness incurred as a direct result of placement within the facility which PROVIDER COUNTY shall provide at its own cost and expense;
- (h) Promptly take delivery of any juvenile offender required to be released or otherwise returned by PROVIDER COUNTY to RECIPIENT COUNTY;
- (i) Comply with eligibility requirements for the service, including but not limited to, obtaining any necessary waivers from the Board of State and Community Corrections to place juvenile offenders in the PROVIDER COUNTY'S juvenile detention facilities.

COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO

EXHIBIT C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between Contractor, (the "Business Associate") and the County of Tulare (the "Covered Entity") and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information ("PHI") that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

1. **Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPPA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and amendments to include HIPPA's Administrative Simplification provisions.
 2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the "HIPA Privacy Rule" and the "HIPA Security Rule") as in effect or as amended, and for which compliance is required, unless otherwise specified.
 3. **Definitions. Unless otherwise** defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.
4. **Obligations and Activities of Business Associate.**
- Business Associate agrees to:
- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule's Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
 - b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
 1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
 2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
 - c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI and provide detailed information to the Covered Entity about the breach, along with the names and contact information, when available, of all individuals whose PHI was involved. **(See Section 6 of this Exhibit for further detail.)** 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. **(See Section 11 of this Exhibit for further detail.)**
 - e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the HIPAA Privacy Rule and Security Rule. **(See Section 12 of this Exhibit for further detail.)**
 - 1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.
 - f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.
5. **Permitted Uses and Disclosures by Business Associate.**
- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j). Unless otherwise limited in this Exhibit, Business Associate may:
 - b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform the services described in Exhibit A to the Agreement, or as otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
 - c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

6. Reporting Unauthorized Uses and Disclosures.

- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report or within three (3) days of the information becoming available.
- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood

and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

7. Mitigation of Harmful Effects.

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation, or contract terms, as well as the contents of such notice

8. Indemnification.

Business Associate agrees to

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the Agreement.

9. Individuals' Rights.

Business Associate Agrees to:

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.

- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

10. Obligations of Covered Entity.

Covered Entity

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

11. Agents and Subcontractors of Business Associate.

- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.
- 12. Audit, Inspection, and Enforcement.**
- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.
- 13. Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
- 14. Term and Termination.**
- a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all PHI.
- b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.
- c. Covered Entity may immediately terminate the Agreement if it determines that Business Associate has violated a material term of this Exhibit.
- 15. Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.
- 16. Lost Revenues; Penalties/Fines.**
- a. Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.
- b. Penalties/Fines for Failure to Comply with HIPAA Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

- c. Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.
17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties and supersedes any and all prior HIPAA Business Associate Agreements between them.

Revised 6/29/16/ SDF/ 2015418/ 930874_2

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**

**COUNTY OF TULARE
SERVICES AGREEMENT
COUNTY OF INYO**



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Office of the Sheriff

SUBJECT: Request Board authorize an increase of Sheriff's Office spending authority

RECOMMENDED ACTION:

Request Board authorize an increase of Sheriff's Office purchasing authority with Adamson's Police Products of Los Alamitos, CA by \$9,998, to a total not-to-exceed amount of \$55,000, for the purchase of law enforcement safety equipment.

SUMMARY/JUSTIFICATION:

The Sheriff's Office is a large department operating off nearly (20) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for a similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Goods and supplies shall be ordered in and consistent with future needs and available storage space."

In an effort to be compliant with this policy and proactive in our spending efforts, the Sheriff's office is requesting Board approval of the below blanket purchase orders.

We have received three low quotes from Adamson's Police Products on the following items:

Entry Shield that is compatible with our existing safety equipment \$2,106.14

Binoculars that meet the specifications needed \$999.98

Tactical Gloves that are compatible with existing equipment \$600.00

Miscellaneous accessories, flashlights, and battery packs compatible with existing equipment through June 30, 2021, \$6,292.00

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchase in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

During the fiscal year 2020-2021, the Sheriff's office has received the lowest quotes for the mobile docking stations and breaching tool from Adamson's Police Products. Additionally, Adamson's Police Products is a sole source provider for duty vests, Pepperrball, and Less Lethal safety equipment. The Sheriff's office has a good working relationship with Adamson's Police Products, whom is the only vendor that will travel to our remote location and provide certified measurements for Officer's safety equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny these payments. The staff does not recommend this action. Adamson's has provided us with competitive pricing on high-quality safety equipment in the past and consistently beats competitor pricing. The Sheriff's office staff strives to get the best pricing available and will continue this practice in future purchasing endeavors.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is financing available in Sheriff Budget #022700, Object Code #5112 Personal and Safety Equipment. These items are COPS reimbursable, with no general funds.

ATTACHMENTS:

1. 20210223Sheriff - AdamsonIndustriesP.O.Increase

APPROVALS:

| | |
|-------------------|-------------------------------|
| Riannah Reade | Created/Initiated - 4/19/2021 |
| Darcy Ellis | Approved - 4/20/2021 |
| Riannah Reade | Approved - 4/20/2021 |
| Marshall Rudolph | Approved - 4/20/2021 |
| Amy Shepherd | Approved - 4/21/2021 |
| Jeffrey Hollowell | Final Approval - 4/23/2021 |

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 23rd day of February 2021 an order was duly made and entered as follows:

Sheriff – Adamson Industries P.O. Increase Moved by Supervisor Kingsley and seconded by Supervisor Roeser to ratify and approve an increase of the Sheriff's purchasing authority with Adamson Industries of Los Alamitos, CA by \$28,275.00, to a total not-to-exceed amount of \$45,002.00, for the purchase of law enforcement equipment; and B) authorize the issuance of purchase orders for less lethal, pepperball, breaching tool, ballistic vests and carriers, OHV replacement and miscellaneous equipment. Motion carried unanimously 4-0, with Supervisor Pucci absent.

WITNESS my hand and the seal of said Board this 23rd
Day of February, 2021

| |
|--|
| Routing |
| |
| |
| CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: March 3, 2021 |



CLINT G. QUILTER
Clerk of the Board of Supervisors

By: _____



County of Inyo



Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: February 23, 2021

FROM: Office of the Sheriff

SUBJECT: Ratify payments to Adamson Industries for law enforcement equipment

RECOMMENDED ACTION:

Request Board: A) ratify and approve an increase of the Sheriff's purchasing authority with Adamson Industries of Los Alamitos, CA by \$28,275.00, to a total not-to-exceed amount of \$45,002.00, for the purchase of law enforcement equipment; and B) authorize the issuance of purchase orders for less lethal, pepperball, breaching tool, ballistic vests and carriers, OHV replacement and miscellaneous equipment.

SUMMARY/JUSTIFICATION:

Adamson Police Products is a supplier of law enforcement equipment and safety gear including, but not limited to: leather gear, flashlights, batteries, Pepper Ball supplies, Less Lethal, OHV, ballistic vests and first responder equipment for use by Law Enforcement Personnel.

The OHV grant no longer provides funding for maintenance, repair and replacement equipment for OHV equipment purchased with the grant.

We are requesting to purchase a breaching tool for the SED team. The SED teams equipment is outdated and worn. New equipment has not been purchased since the creation of the SED team, over ten years ago. The Sheriff's Department is working diligently to adhere to the County Budget constraints. Purchase requests are scrutinized during the budget process and only the requests that stay within the Budget parameters are presented to the Board of Supervisor's for approval.

The Sheriff's Office included 17 replacement ballistic vests and carriers in our fiscal year 2020-2021 budget, totaling \$11,700.00

These items are standard issue equipment for Sheriff's Personnel and an essential part of our operation and training. Due to employee turnover, normal wear and tear, and remaining in compliance with local, state and federal equipment guidelines, the Department must replace and purchase new equipment on a continuing basis. It is imperative that we have continuity of our safety equipment and are able to provide it in a timely manner.

The issuance of this purchase order will not negate the requirement of getting verbal or written quotes for individual purchases in accordance with the County Purchasing Policy.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On November 17th, 2020, your Board approved the purchase of vehicle docking stations with Adamson's Police Products being the lowest bidder in the amount of \$12,614.00. The Sheriff's department has requested purchase orders throughout the fiscal year for routine equipment purchases.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny these payments. Staff does not recommend this action. Adamson's has provided us with competitive pricing on high quality safety equipment in the past and consistently beats competitor pricing. The Sheriff's office staff strives to get the best pricing available and will continue this practice in future purchasing endeavors.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding is available in the Sheriff General budget #022700, personal and safety equipment object code #5112 and Law enforcement special object code # 5313 and Jail General budget #022900, personal and safety equipment object code # 5112. These items are eligible to be reimbursed by COPS funding.

ATTACHMENTS:

1. 20201117Sheriff - SheriffBudgetAmendment
2. ADAMSON QUOTES

APPROVALS:

| | |
|-------------------|------------------------------|
| Riannah Reade | Created/Initiated - 2/9/2021 |
| Darcy Ellis | Approved - 2/9/2021 |
| Riannah Reade | Approved - 2/10/2021 |
| Marshall Rudolph | Approved - 2/10/2021 |
| Amy Shepherd | Approved - 2/10/2021 |
| Jeffrey Hollowell | Final Approval - 2/11/2021 |

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of November 2020 an order was duly made and entered as follows:

***Sheriff – Sheriff
Budget Amendment***

Moved by Supervisor Totheroh and seconded by Supervisor Pucci to: A) amend the Fiscal Year 2020-2021 Sheriff Budget #022700 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$12,614 and increase appropriation in Personal and Safety Equipment Object Code 5112 by \$12,614 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Budget #502709 as follows: increase appropriation in Operating Transfers out Object Code No. 5801 by \$12,614 (*4/5ths vote required*); C) declare Adamson Police Products of Los Alamitos, CA the successful bidder for vehicle docking station and tablet cases per Bid No. 2020-03; and D) authorize the purchase of 28 vehicle docking station and tablet cases with vehicle specific mounts from Adamson Police Products of Los Alamitos, CA in an amount not to exceed \$12,614. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th
Day of November, 2020

| |
|--|
| <i>Routing</i> |
| |
| CC Purchasing Personnel Auditor CAO: Other: Sheriff DATE: December 1, 2020 |



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



#27

Sheriff

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 17, 2020

FROM: Office of the Sheriff

SUBJECT: Amend Sheriff budget and authorize purchase of vehicle docking stations.

RECOMMENDED ACTION:

Request Board: A) amend the Fiscal Year 2020-2021 Sheriff Budget #022700 as follows: increase estimated revenue in Operating Transfers In Revenue Code No. 4998 by \$12,614 and increase appropriation in Personal and Safety Equipment Object Code 5112 by \$12,614 (*4/5ths vote required*); B) amend the Fiscal Year 2020-2021 AB443 Budget #502709 as follows: increase appropriation in Operating Transfers out Object Code No. 5801 by \$12,614 (*4/5ths vote required*); C) declare Adamson Police Products of Los Alamitos, CA the successful bidder for vehicle docking station and tablet cases per Bid No. 2020-03; and D) authorize the purchase of 28 vehicle docking station and tablet cases with vehicle specific mounts from Adamson Police Products of Los Alamitos, CA in an amount not to exceed \$12,614.

SUMMARY/JUSTIFICATION:

The Sheriff's office has been working towards giving authorized users mobile access to our CAD/RMS information. These vehicle mounts will allow the user a secure location to store the mobile devices and access critical information from the vehicle.

There are two responses to Bid No. 2020-03:

Adamson Police Products \$12,613.55 (lowest)
Nielsen's Equipment Maintenance \$16,772.80

BACKGROUND/HISTORY OF BOARD ACTIONS:

On April 7th, 2020, your Board authorized the purchase of mobile devices for use with the CAD/RMS/911 communication system. We have been field testing these devices and determined the safest way to have them in vehicles is to purchase vehicle mounted docking stations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose not to purchase the mobile tablet mounts. Staff does not recommend this action. These docking stations will increase accuracy of data collected, facilitate compliance with state mandates and allow for deputies to write reports in the field and access CAD/RMS information remotely.

OTHER AGENCY INVOLVEMENT:

Auditor

Budget Officer
Purchasing

FINANCING:

With the approval of this budget amendment, there will be sufficient funding in the Sheriff General budget 022700, expense code 5112. There is sufficient funding in the AB443 Small and Rural County Law Enforcement account to facilitate this transfer. No County General Fund will be utilized for this purchase.

ATTACHMENTS:

1. Bid Tabulation Sheet & Bids

APPROVALS:

| | |
|--------------------|-------------------------------|
| Riannah Reade | Created/Initiated - 11/2/2020 |
| Darcy Ellis | Approved - 11/2/2020 |
| Riannah Reade | Approved - 11/2/2020 |
| Denelle Carrington | Approved - 11/2/2020 |
| Marshall Rudolph | Approved - 11/2/2020 |
| Amy Shepherd | Approved - 11/2/2020 |
| Jeffrey Hollowell | Final Approval - 11/3/2020 |

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2020-03

Bid Opening Date: 10/28/20 Location: County Admin Center

| | BIDDER NAME | Base Bid | Bid Additive A | Bid Additive B | Bid Additive C | Total Base Bid and Additives | Bond |
|-----|-------------------------|-------------|-------------------|-------------------|-------------------|------------------------------------|------|
| 1. | Nielsen's Equipment | \$16,772.80 | | | | | |
| 2. | Adamson Police Products | \$12,613.55 | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |
| 9. | | | | | | | |
| 10. | | | | | | | |

Opened By: Darcy Ellis

Present: Emma Bills



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY SHERIFF'S DEPARTMENT
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

BILLING ADDRESS:

INYO COUNTY SHERIFF'S DEPARTMENT
PO DRAWER S
INDEPENDENCE, CA 93526

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
224 N. EDWARDS STREET
P.O. BOX N
INDEPENDENCE, CA 93526

BID OPENING:

DATE: Wednesday, October 28, 2020 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.

- 13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Los Alamitos, CA (CITY & STATE)
Oct 14th, 2020

CASH DISCOUNT TERMS 2 1/2% 21 - NET 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY ADAMSON POLICE PRODUCTS

NAME OF COMPANY REPRESENTATIVE (PRINTED) DANNY BUI

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 10764 NOEL Street

CITY AND STATE LOS Alamitos CA 90720

PHONE NUMBER (714) 220-8986

FAX NUMBER _____ EMAIL: DBUI@POLICEPRODUCTS.COM

DESCRIPTION:

Vehicle Specific Mount, Docking Station and Tablet Case for Apple iPad Air 3

ITEM #1 (28 UNITS) # PKG-TAB-APP1

\$ 1925/ea x 28 =

\$ 5390⁰⁰

Vehicle docking station and tablet case for Apple iPad Air 3 (10.5"). Must include:

- compatible in portrait and landscape orientation
- LED power indicator light
- low profile design maximizes space
- full access to camera, speakers, and controls
- device and case integrated charging when device is docked
- kickstand on case to provide angled viewing
- case integrated stylus holder
- case integrated adjustable hand strap included
- low profile design to maximize available space inside of vehicle
- rounded corners and edges for safety during airbag deployment
- device to be key lockable to docking station for security
- certifications: Vibration Testing: MIL-STD 810G 514.5, crash test: SAE J1455 30mph Crash Testing, cycle test: latch handle & docking connector mechanism greater than or equal to 30,000 cycles, environmental testing: hot/cold operational & storage and thermal shock
- USB: USB 2.0, providing charge only to devices (2)
- dock input power: 12V nominal (10-17 VDC input)
- compatible with factory mounting bolt pattern of Item #2

ITEM #2 (23 UNITS) PKG-PSM-153 @ 208⁰⁰ x 23 = \$ 4784⁰⁰

Passenger side device mount package for 2013-2019 Ford Interceptor Utility & 2011-2019 Ford Explorer (retail). Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #3 (1 UNIT) PKG-PSM-109 @ 197⁰⁰ x 1 = \$ 197⁰⁰

Passenger side device mount package for 1997-2017 Ford Expedition. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

ITEM #4 (4 UNITS) PKG-PSM-185 @ 21195 x 4 = \$ 84780

Passenger side device mount package for 2018-2020 Ford Expedition & 2015-2020 Ford F-150. Must include:

- vehicle specific Heavy-duty mounting base which mounts to existing OEM front passenger seat bolts
- heavy duty pole (without height adjustable handle) including adjustable collar to be set at fixed height during installation
- able to tilt/swivel motion devices enable 180° horizontal rotation for docking stations used to mount to the poles
- top offset plate to allow for strong and comfortable positioning of device
- compatible with factory mounting bolt pattern of Item #1

For questions on this bid, please contact Nate Girardin at (760) 878-0014 ngirardin@inyocounty.us

NOTE SHIP TO ADDRESS INDICATED ON PAGE 1 OF INSTRUCTIONS AND CONDITIONS

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR QUOTATION. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED

| | |
|-------------------|---------------------------|
| Subtotal | <u>11242²⁸</u> |
| Sales Tax (7.75%) | <u>871.27</u> |
| Shipping Charge | <u>500⁰⁰</u> |
| Total | <u>12613⁵⁵</u> |

Indicate any exception to the bid:

estimated shipping charge. maybe less or up to \$500.

Bid prices will remain valid and in effect through DEC 31th, 2020

Delivery will be made in 35-45 days after receipt of order.



This bid was received on Oct. 19, 2020
 at 11:38 a.m.
 BY: [Signature]
 ASSISTANT: Ellie Guller, Administrative Officer
 and Clerk of the Board Inyo County, California
 Assistant



Quotation

| | |
|--------------------------|-----------|
| DATE Jan 7, 2021 | PAGE 1 |
| ORDER NUMBER SC078414 | |

**10764 Noel Street
Los Alamitos, CA90720
PH: (800) 824-0162 FX: (800) 824-0112**

Sold To INYO COUNTY OF
PURCHASING - ACCOUNTS PAYABLE
P.O. DRAWER "S"
INDEPENDENCE, CA 93526

Ship To INYO COUNTY SHERIFF DEPT
ATTN: MIKE DURBIN
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

| REFERENCE | PO NUMBER | CUSTOMER NO | SALESPERSON | ORDER DATE | SHIP VIA | TERMS |
|-----------|-----------|-------------|-------------|-------------|----------|--------|
| | | AC2019 | TONYD | Jan 7, 2021 | SH0001 | NETO30 |

| QUANTITY | | | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UNIT | AMOUNT |
|--|------|-------|-------------|--|------------|------|----------|
| ORD | SHIP | B / O | | | | | |
| 60 | 0 | 60 | 260/2292 | 40MM CS FERRET POWDER | 20.60 | EA | 1,236.00 |
| 60 | 0 | 60 | 260/2290 | 40MM OC FERRET POWDER | 19.35 | EA | 1,161.00 |
| 30 | 0 | 30 | 260/1056 | OC VAPOR AEROSOL GRENADE | 42.35 | EA | 1,270.50 |
| 5 | 0 | 5 | 260/43950 | FIRST DEFENSE 1.3%, MK-9, OC FOGGER W/ WAND ADAPTER | 50.05 | EA | 250.25 |
| 4 | 0 | 4 | 260/43950W | HOSE & WAND FOR MK-9 VAPOR SYSTEM | 53.70 | EA | 214.80 |
| 70 | 0 | 70 | 260/6325 | XM1006 EXACT IMPACT SPONGE ROUND 40MM | 18.250 | EA | 1,277.50 |
| 50 | 0 | 50 | 260/6322 | 40MM DIRECT IMPACT SPONGE CS | 18.25 | EA | 912.50 |
| 50 | 0 | 50 | 260/6320 | DIRECT IMPACT SPONGE ROUND OC | 18.25 | EA | 912.50 |
| 150 | 0 | 150 | 260/65007 | PRIMER FOR 6530 TRAINING KIT | 3.45 | EA | 517.50 |
| 40 | 0 | 40 | 260/408201 | NOSE FOR 6530 TRAINING KIT | 4.65 | EA | 186.00 |
| 15 | 0 | 15 | 260/1016 | TACTICAL POCKET GRENADE CS CONTINUOUS DISCHARGE | 23.40 | EA | 351.00 |
| 10 | 0 | 10 | 260/1082 | RIOT CONTROL CS CONTINUOUS DISCHARGE | 24.40 | EA | 244.00 |
| 10 | 0 | 10 | 260/1019 | POCKET TACTICAL GRENADE,OC | 27.30 | EA | 273.00 |
| This quote is valid for 60 days | | | | | | | |

| | | |
|--|------------------------|-----------------|
| | Subtotal | 8,806.55 |
| | Total Sales Tax | 682.51 |
| | Total Order | 9,489.06 |

Original



Quotation

| | |
|--------------------------|-----------|
| DATE Dec 29, 2020 | PAGE 1 |
| ORDER NUMBER SC078410 | |

10764 Noel Street
 Los Alamitos, CA90720
 PH: (800) 824-0162 FX: (800) 824-0112

| | |
|----------------|--|
| Sold To | INYO COUNTY OF PURCHASING - ACCOUNTS PAYABLE P.O. DRAWER "S" INDEPENDENCE, CA 93526 |
|----------------|--|

| | |
|----------------|--|
| Ship To | INYO COUNTY SHERIFF DEPT ATTN: MIKE DURBIN 550 SOUTH CLAY STREET INDEPENDENCE, CA 93526 |
|----------------|--|

| REFERENCE | PO NUMBER | CUSTOMER NO | SALESPERSON | ORDER DATE | SHIP VIA | TERMS |
|-----------|-----------|-------------|-------------|--------------|----------|--------|
| | | AC2019 | TONYD | Dec 29, 2020 | SH0001 | NETO30 |

| QUANTITY | | | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UNIT | AMOUNT |
|--|------|-----|---------------------------|---|------------|------|-------------------|
| ORD | SHIP | B/O | | | | | |
| 6 | 0 | 6 | 661/102-80-0375 MC0150 | PEPPERBALL LIVE ROUND (375 RND) FREIGHT ON MERCHANDISE- FATORY | 709.40 | EA | 4,256.40 38.00 |
| This quote is valid for 60 days | | | | | | | |

| | | |
|--|------------------------|-----------------|
| | Subtotal | 4,294.40 |
| | Total Sales Tax | 329.87 |
| | Total Order | 4,624.27 |

Original



Quotation

| | |
|--------------------------|-----------|
| DATE Feb 8, 2021 | PAGE 1 |
| ORDER NUMBER SC080275 | |

10764 Noel Street
Los Alamitos, CA90720
PH: (800) 824-0162 FX: (800) 824-0112

| | |
|----------------|--|
| Sold To | INYO COUNTY OF PURCHASING - ACCOUNTS PAYABLE P.O. DRAWER "S" INDEPENDENCE, CA 93526 |
|----------------|--|

| | |
|----------------|---|
| Ship To | INYO COUNTY SHERIFF DEPT ATTN: MICHAEL DURBIN 550 SOUTH CLAY STREET INDEPENDENCE, CA 93526 |
|----------------|---|

| REFERENCE | PO NUMBER | CUSTOMER NO | SALESPERSON | ORDER DATE | SHIP VIA | TERMS |
|-----------|-----------|-------------|-------------|-------------|----------|--------|
| | | AC2019 | TONYD | Feb 8, 2021 | SH0001 | NETO30 |

| QUANTITY | | | ITEM NUMBER | DESCRIPTION | UNIT PRICE | UNIT | AMOUNT |
|--|------|-----|--------------|--|------------|------|--------|
| ORD | SHIP | B/O | | | | | |
| 1 | 0 | 1 | 735/RMP30-23 | 30" RMPAK® WITH BR23-C RAM IN BACKPACK BACKPACK COLOR: OD GREEN | 768.00 | EA | 768.00 |
| | | | MC0150 | FREIGHT ON MERCHANDISE- FACTORY | | | 60.00 |
| This quote is valid for 60 days | | | | | | | |

| | | |
|--|------------------------|---------------|
| | Subtotal | 828.00 |
| | Total Sales Tax | 59.52 |
| | Total Order | 887.52 |

Original



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Office of the Sheriff

SUBJECT: Amendment with Axon Enterprise, Inc.

RECOMMENDED ACTION:

Request Board approve Amendment No. 02 to the agreement between the County of Inyo and Axon Enterprise, Inc. of Scottsdale, AZ, adding five (5) body cameras and increasing the contract to an amount not to exceed \$140,191.00, contingent upon the Board's approval of future budgets and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

In March 2019, the Sheriff's Office entered into a (5) year agreement with Axon Enterprise, Inc. for 25 body-worn cameras, accessories, and secure data storage. The new body cameras were field-tested from March through December 2019. With successful field training, the decision was made to continue using Axon body cameras, and we began purchasing additional cameras to fully equip existing staff as funding allowed. These (5) additional cameras will complete our body camera needs for existing staff with spares for emergency replacements.

The increase for the fiscal year 2020-2021 will be \$6,156.05 for an annual total of \$26,033.00. The increase to the rest of the contract will be \$6,772.95. Amendment #2 adds \$12,929.00 to the contract.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could choose to deny this request. The staff does not recommend this action. The purchase of these additional cameras will ensure that each Deputy has a designated body-worn camera and the Sheriff's Office will have spare cameras for emergency situations.

OTHER AGENCY INVOLVEMENT:

FINANCING:

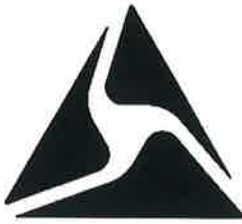
Funding for this amendment is included in the Sheriff's Budget #022700, Object Code #5265 for FY 2020-2021 and will be requested in future budgets. AB109 funding will be transferred after the purchase is completed.

ATTACHMENTS:

1. Axon A2 Quote 001
2. 20191217Sheriff - AxonEnterprisesAmendment1(fully executed)
3. 20190326Sheriff - AxonEnterpriseSoleSourceBodyCameras
4. County Amendment

APPROVALS:

| | |
|-------------------|-------------------------------|
| Riannah Reade | Created/Initiated - 4/19/2021 |
| Darcy Ellis | Approved - 4/20/2021 |
| Riannah Reade | Approved - 4/21/2021 |
| Marshall Rudolph | Approved - 4/21/2021 |
| Amy Shepherd | Approved - 4/22/2021 |
| Jeffrey Hollowell | Final Approval - 4/23/2021 |



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-290640-44265.641MS

Issued: 03/10/2021

➔ Quote Expiration: 03/31/2021

Account Number: 126706

Payment Terms: Net 30
 Delivery Method: Fedex - Ground
 Contract Number: 00021234

SALES REPRESENTATIVE

Mike Schmidt
 Phone: (480) 502-6279
 Email: mschmidt@axon.com
 Fax:

PRIMARY CONTACT

Nate Girardin
 Phone: (760) 878-0383
 Email: ngirardin@inyocounty.us

SHIP TO

Nate Girardin
 Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

BILL TO

Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

Year 1

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|---------------|----------|-----------------|--------------------|-------------|
| Axon Plans & Packages | | | | | | |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 48 | 5 | 0.00 | 0.00 | 0.00 |
| 73840 | EVIDENCE.COM BASIC ACCESS LICENSE | 48 | 5 | 0.00 | 0.00 | 0.00 |
| Hardware | | | | | | |
| 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | | 5 | 522.00 | 522.00 | 2,610.00 |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | | 6 | 0.00 | 0.00 | 0.00 |
| 11553 | SYNC CABLE, USB A TO 2.5MM | | 5 | 0.00 | 0.00 | 0.00 |
| 87064 | TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY | 48 | 5 | 0.00 | 0.00 | 0.00 |
| 87065 | TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT | 12 | 5 | 252.00 | 252.00 | 1,260.00 |
| 87065 | TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT | 12 | 5 | 252.00 | 201.60 | 1,008.00 |
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 5 | 180.00 | 180.00 | 900.00 |
| | | | | | Subtotal | 5,778.00 |
| | | | | | Estimated Shipping | 0.00 |
| | | | | | Estimated Tax | 378.05 |
| | | | | | Total | 6,156.05 |

Year 2

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|---|---------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | | |
| 87065 | TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT | 12 | 5 | 252.00 | 252.00 | 1,260.00 |
| Other | | | | | | |
| 73309 | AXON CAMERA REFRESH ONE | | 5 | 0.00 | 0.00 | 0.00 |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 5 | 180.00 | 180.00 | 900.00 |
| | | | | | Subtotal | 2,160.00 |
| | | | | | Estimated Tax | 97.65 |
| | | | | | Total | 2,257.65 |

Year 3

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|---|---------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | | |
| 87065 | TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT | 12 | 5 | 252.00 | 252.00 | 1,260.00 |
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 5 | 180.00 | 180.00 | 900.00 |
| | | | | | Subtotal | 2,160.00 |
| | | | | | Estimated Tax | 97.65 |
| | | | | | Total | 2,257.65 |

Year 4

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|---|---------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | | |
| 87065 | TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT | 12 | 5 | 252.00 | 252.00 | 1,260.00 |
| Other | | | | | | |
| 73310 | AXON CAMERA REFRESH TWO | | 5 | 0.00 | 0.00 | 0.00 |

Year 4 (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------------------|------------------------------------|---------------|----------|-----------------|----------------|-------------|
| Other (Continued) | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 5 | 180.00 | 180.00 | 900.00 |
| | | | | | Subtotal | 2,160.00 |
| | | | | | Estimated Tax | 97.65 |
| | | | | | Total | 2,257.65 |

| | |
|--------------------|------------------|
| Grand Total | 12,929.00 |
|--------------------|------------------|

Discounts (USD)

Quote Expiration: 03/31/2021

| | |
|--------------|------------------|
| List Amount | 12,510.00 |
| Discounts | 252.00 |
| Total | 12,258.00 |

**Total excludes applicable taxes*

Summary of Payments

| Payment | Amount (USD) |
|--------------------|------------------|
| Year 1 | 6,156.05 |
| Year 2 | 2,257.65 |
| Year 3 | 2,257.65 |
| Year 4 | 2,257.65 |
| Grand Total | 12,929.00 |

Notes

This quote is co-termed with quote Q-181520 (executed contract #21234). This has been done according to an anticipated ship date range of 5/1/2021-5/15/2021. The end date of these subscriptions is subject to change if the ship/start date changes.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

| | |
|----------------------------------|---------------------|
| Signature: _____ | Date: _____ |
| Name (Print): _____ | Title: _____ |
| PO# (Or write N/A): _____ | |

Please sign and email to Mike Schmidt at mschmidt@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

| ***Axon Internal Use Only*** | | |
|------------------------------|----------|---|
| | | SFDC Contract #: Order Type: RMA #: Address Used: SO #: |
| Review 1 | Review 2 | |
| Comments: | | |

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of December 2019 an order was duly made and entered as follows:

*Sheriff – Axon
Enterprises
Contract
Amendment 1*

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to approve Amendment No. 01 to the Taser Assurance Plan Agreement between the County of Inyo and Axon Enterprises, Inc. of Scottsdale, AZ, adding the redaction assistant license, five (5) additional body cameras and increasing the contract to an amount not to exceed \$127,262, contingent upon the Board's approval of future budgets and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th
Day of DECEMBER, 2019

| |
|---|
| <i>Routing</i> |
| |
| CC Purchasing Personnel Auditor CAO: Other: Sheriff DATE: December 19, 2019 |



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

By: _____



County of Inyo



Sheriff

CONSENT - ACTION REQUIRED

MEETING: December 17, 2019

FROM: Office of the Sheriff

SUBJECT: Amend Taser Enterprises agreement to include additional digital editing and purchase additional body cameras.

RECOMMENDED ACTION:

Request Board approve Amendment No. 01 to the Taser Assurance Plan Agreement between the County of Inyo and Axon Enterprises, Inc. of Scottsdale, AZ, adding the redaction assistant license, five (5) additional body cameras and increasing the contract to an amount not to exceed \$127,262, contingent upon the Board's approval of future budgets and authorize the Sheriff or designee to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The Sheriff's Office is requesting to purchase additional body cameras to have on hand as replacement and back-up cameras. We are also requesting to purchase the redaction assistant license. The redaction assistant tool is a critical component of the Axon audio/visual evidence suite. The enhanced features will allow us to meet new evidence policies effected by legislative change.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On March 26, 2019, your Board declared Axon a sole source provider of body cameras, approved the purchase of 25 body cams and authorized a 5 year agreement for licensing, storage and maintenance plan for \$93,687.30.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to deny this request. Staff does not recommend this action. At this time we have a very limited supply of body cameras on hand. In the event that more than one was damaged or malfunctioned, we would not be able to equip our staff in accordance with our policies. The redaction assistant tool will significantly reduce the man hours needed to process audio/visual evidence in accordance with local, state and federal policies and government code.

OTHER AGENCY INVOLVEMENT:

Auditor's Office
County Counsel

FINANCING:

Current expenses will be paid from multiple budgets, and object codes within our department budget authority.

There is sufficient budget split between all Sheriff divisions to make these payments. Future expenses will be included in future budget requests.

ATTACHMENTS:

1. Axon Contract
2. Axon Amendment 01
3. 20191216 Inyo County Sheriff's Office - CA - Add 5 Body 2 10 Basic to 21234 11.20.19
4. 20191216 Inyo County Sheriff's Office - CA - Add Redaction Assistant to 21234 Special Rate 11.20.19
5. Axon Master Services and Purchasing Agreement

APPROVALS:

| | |
|-------------------|--------------------------------|
| Riannah Reade | Created/Initiated - 11/22/2019 |
| Darcy Ellis | Approved - 11/26/2019 |
| Riannah Reade | Approved - 12/3/2019 |
| Amy Shepherd | Approved - 12/3/2019 |
| Marshall Rudolph | Approved - 12/5/2019 |
| Jeffrey Hollowell | Final Approval - 12/5/2019 |

**AMENDMENT NUMBER (1) ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AXON ENTERPRISE, INC.
FOR THE PROVISION OF BODY-WORN CAMERAS AND ASSOCIATED ACCESSORIES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Axon Enterprise, Inc. (hereinafter referred to as "Axon"), have entered into an Agreement for the provision of body-worn cameras and associated accessories dated March 29, 2019, for the term from March 26, 2019 to March 26, 2024

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

Per attached vendor specifications, the County and Contractor mutually desire to modify the Agreement to

1. Add a license to Axon's redaction assistant software
2. Add five (5) additional body-worn cameras
3. Increase the amount of the Agreement to an amount not to exceed \$127,262, contingent on the Inyo County Board of Supervisors' approval of future budgets

The effective date of this Amendment to the Agreement is December 27, 2019.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER (1) ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AXON ENTERPRISE, INC.
FOR THE PROVISION OF BODY-WORN CAMERAS AND ASSOCIATED ACCESSORIES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
3rd DAY OF March, 2020.

COUNTY OF INYO

By: [Signature]

Dated: 03/03/2020

CONTRACTOR

DocuSigned by:
By: [Signature]
55DAF8B131A442 Signature

Robert Driscoll

Type or Print

Dated: 12/17/2019 | 5:49 PM MST

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-236708-43789.607KP

Issued: 11/20/2019

Quote Expiration: 11/29/2019

Account Number: 126706

Payment Terms: Net 30
 Delivery Method: Fedex - Ground
 Contract Number: 00021234

SHIP TO

Tim Bachman
 Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

BILL TO

Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

SALES REPRESENTATIVE

Kyle Panasewicz
 Phone: (480) 905-2071
 Email: kylep@axon.com
 Fax: (480) 658-0673

PRIMARY CONTACT

Tim Bachman
 Phone: (760) 878-0235
 Email: tbachman@inyocounty.us

Year 1

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 80012 | BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | 10 | 75.00 | 75.00 | 750.00 |
| 85070 | TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 5 | 100.00 | 100.00 | 500.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 100 | 0.00 | 0.00 | 0.00 |
| Hardware | | | | | |
| 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | 5 | 499.00 | 499.00 | 2,495.00 |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | 5 | 0.00 | 0.00 | 0.00 |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 5 | 0.00 | 0.00 | 0.00 |
| 11553 | SYNC CABLE, USB A TO 2.5MM | 5 | 0.00 | 0.00 | 0.00 |
| Subtotal | | | | | 3,745.00 |
| Estimated Shipping | | | | | 0.00 |
| Estimated Tax | | | | | 232.12 |
| Total | | | | | 3,977.12 |

Year 2

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 80013 | BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | 10 | 180.00 | 180.00 | 1,800.00 |
| 85070 | TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 5 | 240.00 | 240.00 | 1,200.00 |

Year 2 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--|-------------------------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages (Continued) | | | | | |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 100 | 0.00 | 0.00 | 0.00 |
| | | | | Subtotal | 3,000.00 |
| | | | | Estimated Tax | 93.00 |
| | | | | Total | 3,093.00 |

Year 3

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 80014 | BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | 10 | 180.00 | 180.00 | 1,800.00 |
| 85070 | TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 5 | 240.00 | 240.00 | 1,200.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 100 | 0.00 | 0.00 | 0.00 |
| | | | | Subtotal | 3,000.00 |
| | | | | Estimated Tax | 93.00 |
| | | | | Total | 3,093.00 |

Year 4

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 80015 | BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | 10 | 180.00 | 180.00 | 1,800.00 |
| 85070 | TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 5 | 240.00 | 240.00 | 1,200.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 100 | 0.00 | 0.00 | 0.00 |
| | | | | Subtotal | 3,000.00 |
| | | | | Estimated Tax | 93.00 |
| | | | | Total | 3,093.00 |

Year 5

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 80016 | BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | 10 | 180.00 | 180.00 | 1,800.00 |
| 85070 | TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 5 | 240.00 | 240.00 | 1,200.00 |

Year 5 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--|-------------------------------|----------|-----------------|--------------------|------------------|
| Axon Plans & Packages (Continued) | | | | | |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 100 | 0.00 | 0.00 | 0.00 |
| | | | | Subtotal | 3,000.00 |
| | | | | Estimated Tax | 93.00 |
| | | | | Total | 3,093.00 |
| | | | | Grand Total | 16,349.12 |

Summary of Payments

| Payment | Amount (USD) |
|--------------------|------------------|
| Year 1 | 3,977.12 |
| Year 2 | 3,093.00 |
| Year 3 | 3,093.00 |
| Year 4 | 3,093.00 |
| Year 5 | 3,093.00 |
| Grand Total | 16,349.12 |

Notes


This quote is co-termed with quote Q-181520 (executed contract #21234). Year one has been prorated to 5 months to align agency annual billing dates. This has been done according to an anticipated license start date of 1/1/20. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Body 2 hardware contained in this quote will be covered under the Taser Assurance Plan, and will be eligible for replacement at the same time as the equipment originally deployed on this existing contract as determined by quote Q-181520 (contract #21234).

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: 12/17/2019
Name (Print): Tim Beckman Title: Lieutenant
PO# (Or write N/A): N/A

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only

| | | |
|-----------|----------|------------------|
| | | SFDC Contract #: |
| | | Order Type: |
| | | RMA #: |
| | | Address Used: |
| | | SO #: |
| Review 1 | Review 2 | |
| Comments: | | |

Q-236708-43789.607KP



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-220209-43789.605KP

Issued: 11/20/2019

Quote Expiration: 12/15/2019

Account Number: 126706

Payment Terms: Net 30
 Delivery Method: Fedex - Ground
 Contract Number: 00021234

SALES REPRESENTATIVE

Kyle Panasewicz
 Phone: (480) 905-2071
 Email: kylep@axon.com
 Fax: (480) 658-0673

PRIMARY CONTACT

Tim Bachman
 Phone: (760) 878-0235
 Email: tbachman@inyocounty.us

SHIP TO

Tim Bachman
 Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

BILL TO

Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

Year 1

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------|---|----------|-----------------|--------------------|-------------|
| Other | | | | | |
| 73470 | REDACTION ASSISTANT 11-30 SWORN AGENCY-WIDE LICENSE: 5 YEAR | 1 | 0.00 | 0.00 | 0.00 |
| 73473 | REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT | 1 | 1,625.00 | 1,625.00 | 1,625.00 |
| | | | | Subtotal | 1,625.00 |
| | | | | Estimated Shipping | 0.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 1,625.00 |

Year 2

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------|--|----------|-----------------|----------------|-------------|
| Other | | | | | |
| 73473 | REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT | 1 | 3,900.00 | 3,900.00 | 3,900.00 |
| | | | | Subtotal | 3,900.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 3,900.00 |

Year 3

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------|--|----------|-----------------|----------------|-------------|
| Other | | | | | |
| 73473 | REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT | 1 | 3,900.00 | 3,900.00 | 3,900.00 |
| | | | | Subtotal | 3,900.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 3,900.00 |

Year 4

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------|--|----------|-----------------|----------------|-------------|
| Other | | | | | |
| 73473 | REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT | 1 | 3,900.00 | 3,900.00 | 3,900.00 |
| | | | | Subtotal | 3,900.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 3,900.00 |

Year 5

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------|--|----------|-----------------|----------------|-------------|
| Other | | | | | |
| 73473 | REDACTION ASSISTANT 11-30 SWORN ANNUAL PAYMENT | 1 | 3,900.00 | 3,900.00 | 3,900.00 |
| | | | | Subtotal | 3,900.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 3,900.00 |

Grand Total | 17,225.00

Summary of Payments

| Payment | Amount (USD) |
|--------------------|------------------|
| Year 1 | 1,625.00 |
| Year 2 | 3,900.00 |
| Year 3 | 3,900.00 |
| Year 4 | 3,900.00 |
| Year 5 | 3,900.00 |
| Grand Total | 17,225.00 |


Notes

This quote is co-termed with quote Q-181520 (executed contract #21234). Year one has been prorated to 5 months to align with agency annual billing dates. This has been done according to an anticipated license start date of 1/1/20. The end date of these subscriptions is subject to change if the ship/start date changes.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:  Date: 12/17/2019
Name (Print): Tim Decker Title: Lieutenant
PO# (Or write N/A): N/A

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only

| | | |
|-----------|----------|------------------|
| | | SFDC Contract #: |
| | | Order Type: |
| | | RMA #: |
| | | Address Used: |
| | | SO #: |
| Review 1 | Review 2 | |
| Comments: | | |

Q-220209-43789.605KP



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Inyo County Sheriff's Office ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2 Definitions.**

"Axon Evidence" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"Products" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.
- 3 Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
- 5 Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB destination point via common carrier. Title and risk of loss pass to Agency upon the common carrier's delivery of the Products to Agency in Inyo County, California. Agency is responsible for any shipping charges on the Quote; provided, however, that Axon is responsible for the cost of any insurance it may purchase in order to insure against the risk of loss of the Products while they are in transit to Agency.
- 6 Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.3.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.

8 Product Warnings. See www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.



Master Services and Purchasing Agreement

- 10 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability Insurance. Upon request, Axon will supply certificates of insurance.
- 11 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.
- 12 IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13 IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

- 14 Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.
- 15 Termination.**
- 15.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 15.2 By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.



Master Services and Purchasing Agreement

- 15.3 Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees Incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.
- 16 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 17 General.**
- 17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.
- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.



Master Services and Purchasing Agreement

- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

| | |
|--|--|
| <p>Axon: Axon Enterprise, Inc. Attn: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com</p> | <p>Agency: Attn: Street Address City, State, Zip Email</p> |
|--|--|

- 17.12 Entire Agreement.** This Agreement, including the Appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Inyo County Sheriff's Office

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet



Master Services and Purchasing Agreement

connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

8 Privacy. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

9 Storage. For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

10 Location of Data Storage. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

11 Suspension. Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:

11.1. The Termination provisions of this Agreement apply; or

11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

12 Axon Evidence Warranty. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.



Master Services and Purchasing Agreement

- 13** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 13.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7.** use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.



Master Services and Purchasing Agreement

- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Professional Services Appendix

- 1 Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

System set up and configuration (Remote Support)

- Setup Axon Mobile on smart phones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.
- 4 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial Itemized list to Agency. Agency is responsible for, and



Master Services and Purchasing Agreement

assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 7 Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 8 Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 9 Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote ("**Spare Products**"). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date ("**OSP 7 Term**").



Master Services and Purchasing Agreement

- 7 TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.
- 7.1. TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.
- 7.2. OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.
- 8 TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.
- Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.
- If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.
- 9 Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30



Master Services and Purchasing Agreement

days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.

- 10 Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
 - 10.2.** Agency makes any missed payments due to the termination before Agency may purchase any future TAP or OSP.
 - 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



Master Services and Purchasing Agreement

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm Evidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only
AGENDA NUMBER
23

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Request approval to purchase Axon Body Worn Cameras and 5 year service agreement.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board declare Axon Enterprise Inc. as the sole source provider and,
- B) Request Board approve the purchase of (25) twenty five Axon body worn cameras, charging bays, mounts, cables, cloud storage, software licensing, and Taser Assurance Plan and;
- C) Request Board approve the contract between County of Inyo and Axon Enterprise Inc. for enrollment in the Taser Assurance Plan in an amount not to exceed \$93,687.30 for the term of March 26, 2019 -- March 26, 2024 and authorize the Sheriff or designee to sign, contingent on the Boards approval of future budgets.

SUMMARY DISCUSSION:

The Sheriff's Department is requesting the full integration of Axon body worn cameras to replace the outdated, unreliable body worn cameras our agency currently uses. The body worn cameras Axon offers provides unique features, durability, reliability, and their software offers full integration with our current Taser (conducted energy devices) as well as secure cloud storage. No other body camera provider can offer the full integration with Taser equipment as well as many of the features of the Axon body cam. These items are standard issue equipment for Sheriff's Personnel and an essential part of our daily operations. The initial cost to purchase these cameras is \$26,551.50 and \$:6,783.95 annually thereafter for data storage and equipment maintenance.

Axon Body Cam 2 Notable Features:

- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- High HD resolution capable (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view.
- Optional Axon Signal Sidearm Sensor alerts Axon cameras within 30 feet to begin recording the moment the firearm is removed.

Cloud storage is accessed through the Axon Evidence.com software. Evidence.com provides features unique to Axon/Taser and their products including; the ability to manage all types of data (including body worn video, Axon Fleet in-car video, interview room video, CCTV, photographs, audio, documents and more), provides CJIS-compliant storage, encryption, multi factor authentication, and real time threat detection, audit trails provide chain of custody for users.

The Taser Assurance Plan is a service plan that combines warranty coverage on your Axon body cameras with an automatic upgrade to the newest hardware every 2.5 years. This program includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement.

ALTERNATIVES:



Your Board could choose to deny the purchase of the Axon body worn cameras resulting in the department using inferior, more expensive, out dated, unreliable product. Remaining with our current equipment may result in liability due to camera failures, difficulty investigating personnel complaints, as well as compromising case prosecution due to lost video evidence. The Departments overall costs will also be reduced, the unit prices are half the cost of the existing units and replacements are built into the 5 year maintenance plan.

OTHER AGENCY INVOLVEMENT:

Auditor
County Counsel
Purchasing

FINANCING:

Funding is included in the Board Approved 2018-2019 budget. This expense will be paid from Sheriff General Budget 022700, Object Code 5313 Law Enforcement Special. These items are eligible to be reimbursed by COPS funding.

| APPROVALS | |
|--|---|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/11/19</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/12/2019</u> |

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date 3/12/19



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85265
 United States
 Phone: (800) 978-2737

New Purchase

Q-181520-43480.879JZ

Quote Expiration: 03/31/2019

Account Number: 126703

Start Date: 03/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Jared Zygowicz
 Phone: (480) 463-2139
 Email: jzygowicz@axon.com
 Fax: 480.660.9251

PRIMARY CONTACT

Tim Bachman
 Phone: (760) 878-0326
 Email: tbachman@inyocounty.us

SHIP TO

Tim Bachman
 Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526 /
 US

BILL TO

Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

TAP 00021233

E.com 00021234

Year 1

| Item | Description | Quantity | Last Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 - |
| 87026 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 - |
| 86079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 - |
| 80012 | BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 - |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 - |
| 80022 | PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 - |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 - |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 26 | 240.00 | 240.00 | 6,000.00 - |
| Hardware | | | | | |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 25 | 0.00 | 0.00 | 0.00 - |
| 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | 25 | 499.00 | 0.00 | 0.00 - |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | 25 | 0.00 | 0.00 | 0.00 - |
| 11553 | SYNC CABLE, USB A TO 2.5MM | 25 | 0.00 | 0.00 | 0.00 - |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 5 | 42.00 | 42.00 | 210.00 - |
| 74008 | AXON DOCK, 6 BAY + CORE, AXON BODY 2 | 4 | 1,495.00 | 1,495.00 | 5,980.00 - |

71019 NA powercord 4 @0

Q-181520-43480.879JZ

Protect Life

SM

Year 1 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|---|----------|-----------------|--------------------|-------------|
| Hardware (Continued) | | | | | |
| 74009 | AXON DOCK, SINGLE BAY + CORE, AXON BODY 2 | 1 | 375.00 | 375.00 | 375.00 |
| Services | | | | | |
| 85144 | AXON STARTER | 1 | 2,500.00 | 2,500.00 | 2,500.00 |
| | | | | Subtotal | 25,277.00 |
| | | | | Estimated Shipping | 0.00 |
| | | | | Estimated Tax | 1,274.50 |
| | | | | Total | 26,551.50 |

Year 2

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87028 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80013 | BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | 22 | 180.00 | 180.00 | 3,980.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |
| 80023 | PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| | | | | Subtotal | 16,212.00 |
| | | | | Estimated Tax | 571.95 |
| | | | | Total | 16,783.95 |

Year 3

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87028 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80014 | BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | 22 | 180.00 | 180.00 | 3,980.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |

Year 3 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages (Continued) | | | | | |
| 80024 | PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| | | | | Subtotal | 16,212.00 |
| | | | | Estimated Tax | 571.95 |
| | | | | Total | 16,783.95 |

Year 4

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87028 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 338.00 | 338.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80015 | BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |
| 80025 | PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| | | | | Subtotal | 16,212.00 |
| | | | | Estimated Tax | 571.95 |
| | | | | Total | 16,783.95 |

Year 5

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87028 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 338.00 | 338.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80016 | BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |

Year 5 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages (Continued) | | | | | |
| 80028 | PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| Subtotal | | | | | 16,212.00 |
| Estimated Tax | | | | | 571.85 |
| Total | | | | | 16,783.85 |

Spare Axon Body 2

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--|----------|-----------------|----------------|-------------|
| Hardware | | | | | |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | 2 | 0.00 | 0.00 | 0.00 |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 2 | 0.00 | 0.00 | 0.00 |
| 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | 2 | 0.00 | 0.00 | 0.00 |
| 11553 | SYNC CABLE, USB A TO 2.5MM | 2 | 0.00 | 0.00 | 0.00 |
| 71019 | NA powercord 1 80 | | | | |
| Subtotal | | | | | 0.00 |
| Estimated Tax | | | | | 0.00 |
| Total | | | | | 0.00 |

Grand Total | 83,687.30





Discounts (USD)

Quote Expiration: 03/31/2019

| | |
|--------------|------------------|
| List Amount | 102,600.00 |
| Discounts | 12,475.00 |
| Total | 90,125.00 |

**Total excludes applicable taxes and shipping*

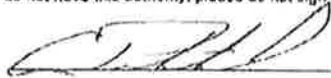
Summary of Payments

| Payment | Amount (USD) |
|--------------------|------------------|
| Year 1 | 26,551.50 |
| Year 2 | 16,783.95 |
| Year 3 | 16,783.95 |
| Year 4 | 16,783.95 |
| Year 5 | 16,783.95 |
| Spare Axon Body 2 | 0.00 |
| Grand Total | 93,687.30 |

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:



Date:

3/29/19

Name (Print):

ERIC P. HERNANDEZ

Title:

UNDER SHERIFF

PO# (Or write N/A):

Please sign and email to Jared Zygowicz at jzygowicz@axon.com or fax to 480.660.8261

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store www.axon.com

Quote: Q-181520-43480.879JZ

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Q-181520-43480.879JZ

7

Protect Life



AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|--|-----------|---|--|
| AGENCY Aon Risk Insurance Services West, Inc. | | NAMED INSURED Axon Enterprise, Inc. | |
| POLICY NUMBER See Certificate Numbe 570080262169 | | | |
| CARRIER See Certificate Numbe 570080262169 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Participating WC/EL Insurance Companies

- Twin City Fire Ins. Co. [AL, CO, FL, IL, IN, LA, ME, MI, MN, MT, ND, NE, NH, NM, NV, OH, OK, PA WA]
- Hartford Underwriters Ins. Co. [AR, DC, GA, MO, NC, NJ, NY, OR, TN, UT]
- Property & Casualty Ins. Co of Hartford [MD, VA]
- Hartford Insurance Company of the Midwest [CT]
- Hartford Accident and Indemnity Insurance Company [MA]
- Hartford Lloyds Ins. Co. [TX]
- Sentinel Ins. Co. [CA]



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/21/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|---------------|
| PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA | CONTACT NAME: PHONE (A/C. No, Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Lexington Insurance Company | | 19437 |
| | INSURER B: Navigators Specialty Insurance Company | | 36056 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

COVERAGES **CERTIFICATE NUMBER:** 570080262166 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

| INSR LTR | TYPE OF INSURANCE | ADOL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | Limits shown are as requested | |
|----------|--|-----------|---|---|-------------------------|-------------------------|-------------------------------|--------------|
| | | | | | | | LIMITS | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab info alt'd GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input checked="" type="checkbox"/> Prod/Comp Ops | | | 023627605 GL excluding Products SIR applies per policy terms & conditions | 02/01/2019 | 02/01/2020 | EACH OCCURRENCE | \$10,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | Excluded | |
| | | | MED EXP (Any one person) | | | | Included | |
| | | | PERSONAL & ADV INJURY | | | | Included | |
| | | | GENERAL AGGREGATE | | | | \$10,000,000 | |
| | | | PRODUCTS - COMP/OP AGG | | | | Excluded | |
| | | | Per Occ SIR | | | | \$1,000,000 | |
| | | | COMBINED SINGLE LIMIT (Ea accident) | | | | | |
| | | | BODILY INJURY (Per person) | | | | | |
| | | | BODILY INJURY (Per accident) | | | | | |
| B | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | IS19EXC744358IC XS Liab xcl Products Liab | 02/01/2019 | 02/01/2020 | EACH OCCURRENCE | \$15,000,000 |
| | | | AGGREGATE | | | | \$15,000,000 | |
| | | | PER STATUTE | | | | | |
| | | | OTHER | | | | | |
| | | | E.L. EACH ACCIDENT | | | | | |
| | | | E.L. DISEASE-EA EMPLOYEE | | | | | |
| | | | E.L. DISEASE-POLICY LIMIT | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Inyo County, its officials, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Excess Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

Inyo County
550 S. Clay St.
Independence CA 93526 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

570080262166

Certificate No :





AGENCY CUSTOMER ID: 570000007117

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Insurance Services West, Inc. | | NAMED INSURED Axon Enterprise, Inc. | |
| POLICY NUMBER See Certificate Numbe 570080262166 | | EFFECTIVE DATE: | |
| CARRIER See Certificate Numbe 570080262166 | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance
 Products Liability Schedule

Products/Completed Operations Coverage
 2/1/2019 - 2/1/2020:

Policy #034064091
 Lexington Insurance Company
 Claims Made Coverage Form
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Claim Self Insured Retention

Policy #034064092
 Lexington Insurance Company
 Occurrence Coverage Form
 \$10,000,000 Each Occurrence Limit
 \$10,000,000 Products/Completed Operations Aggregate Limit
 \$ 5,000,000 Per Occurrence Self Insured Retention

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of March 2019 an order was duly made and entered as follows:

*Sheriff – Axon
Enterprise, Inc.
Sole-Source
Body Camera
Purchase*

Moved by Supervisor Kingsley and seconded by Supervisor Totheroh to: A) declare Axon Enterprise, Inc. of Scottsdale, AZ a sole-source provider of body-worn cameras and associated accessories; B) approve the purchase of twenty-five (25) Axon body-worn cameras, charging bays, mounts, cables, cloud storage, software licensing, and Taser Assurance Plan; and C) approve the contract between the County of Inyo and Axon Enterprise, Inc. of Scottsdale, AZ in an amount not to exceed \$93,687.30 for the term of March 26, 2019 through March 26, 2024 and authorize the Sheriff or designee to sign, contingent upon the Board's approval of future budgets. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of March, 2019

| |
|--|
| <i>Routing</i> |
| |
| CC Purchasing X Personnel Auditor CAO Other: Sheriff DATE: April 5, 2019 |



CLINT G. QUILTER
Clerk of the Board of Supervisors

By: 



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

| |
|--|
| For Clerk's Use Only: AGENDA NUMBER 23 |
|--|

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Request approval to purchase Axon Body Worn Cameras and 5 year service agreement.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board declare Axon Enterprise Inc. as the sole source provider and;
- B) Request Board approve the purchase of (25) twenty five Axon body worn cameras, charging bays, mounts, cables, cloud storage, software licensing, and Taser Assurance Plan and;
- C) Request Board approve the contract between County of Inyo and Axon Enterprise Inc. for enrollment in the Taser Assurance Plan in an amount not to exceed \$93,687.30 for the term of March 26, 2019 – March 26, 2024 and authorize the Sheriff or designee to sign, contingent on the Boards approval of future budgets.

SUMMARY DISCUSSION:

The Sheriff's Department is requesting the full integration of Axon body worn cameras to replace the outdated, unreliable body worn cameras our agency currently uses. The body worn cameras Axon offers provides unique features, durability, reliability, and their software offers full integration with our current Taser (conducted energy devices) as well as secure cloud storage. No other body camera provider can offer the full integration with Taser equipment as well as many of the features of the Axon body cam. These items are standard issue equipment for Sheriff's Personnel and an essential part of our daily operations. The initial cost to purchase these cameras is \$26,551.50 and \$16,783.95 annually thereafter for data storage and equipment maintenance.

Axon Body Cam 2 Notable Features:

- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- High HD resolution capable (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view.
- Optional Axon Signal Sidearm Sensor alerts Axon cameras within 30 feet to begin recording the moment the firearm is removed.

Cloud storage is accessed through the Axon Evidence.com software. Evidence.com provides features unique to Axon/Taser and their products including; the ability to manage all types of data (including body-worn video, Axon Fleet in-car video, interview room video, CCTV, photographs, audio, documents and more), provides CJIS-compliant storage, encryption, multi factor authentication, and real time threat detection, audit trails provide chain of custody for users.

The Taser Assurance Plan is a service plan that combines warranty coverage on your Axon body cameras with an automatic upgrade to the newest hardware every 2.5 years. This program includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement.

ALTERNATIVES:



Your Board could choose to deny the purchase of the Axon body worn cameras resulting in the department using inferior, more expensive, out dated, unreliable product. Remaining with our current equipment may result in liability due to camera failures, difficulty investigating personnel complaints, as well as compromising case prosecution due to lost video evidence. The Departments overall costs will also be reduced, the unit prices are half the cost of the existing units and replacements are built into the 5 year maintenance plan.

OTHER AGENCY INVOLVEMENT:

Auditor
County Counsel
Purchasing

FINANCING:

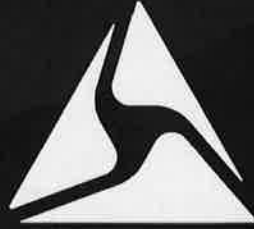
Funding is included in the Board Approved 2018-2019 budget. This expense will be paid from Sheriff General Budget 022700, Object Code 5313 Law Enforcement Special. These items are eligible to be reimbursed by COPS funding.

| APPROVALS | |
|--|---|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/11/19</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/12/2019</u> |

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)



Date: 3/12/19



AXON

Inyo County Sheriff's Office - CA

AXON SALES REPRESENTATIVE

Jared Zygowicz

(480) 463-2139

jzygowicz@axon.com

ISSUED

1/15/2019

Q-181520-43480.879JZ



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-181520-43480.879JZ

Issued: 01/15/2019

Quote Expiration: 03/31/2019

Account Number: 126706

Start Date: 03/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Jared Zygowicz
 Phone: (480) 463-2139
 Email: jzygowicz@axon.com
 Fax: 480.550.9251

PRIMARY CONTACT

Tim Bachman
 Phone: (760) 878-0325
 Email: tbachman@inyocounty.us

SHIP TO

Tim Bachman
 Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

BILL TO

Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

Year 1

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87026 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80012 | BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |
| 80022 | PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| Hardware | | | | | |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 25 | 0.00 | 0.00 | 0.00 |
| 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | 25 | 499.00 | 0.00 | 0.00 |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | 25 | 0.00 | 0.00 | 0.00 |
| 11553 | SYNC CABLE, USB A TO 2.5MM | 25 | 0.00 | 0.00 | 0.00 |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 5 | 42.00 | 42.00 | 210.00 |
| 74008 | AXON DOCK, 6 BAY + CORE, AXON BODY 2 | 4 | 1,495.00 | 1,495.00 | 5,980.00 |

Year 1 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|---|----------|-----------------|--------------------|-------------|
| Hardware (Continued) | | | | | |
| 74009 | AXON DOCK, SINGLE BAY + CORE, AXON BODY 2 | 1 | 375.00 | 375.00 | 375.00 |
| Services | | | | | |
| 85144 | AXON STARTER | 1 | 2,500.00 | 2,500.00 | 2,500.00 |
| | | | | Subtotal | 25,277.00 |
| | | | | Estimated Shipping | 0.00 |
| | | | | Estimated Tax | 1,274.50 |
| | | | | Total | 26,551.50 |

Year 2

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87026 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80013 | BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |
| 80023 | PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| | | | | Subtotal | 16,212.00 |
| | | | | Estimated Tax | 571.95 |
| | | | | Total | 16,783.95 |

Year 3

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87026 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80014 | BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |

Year 3 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages (Continued) | | | | | |
| 80024 | PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| | | | | Subtotal | 16,212.00 |
| | | | | Estimated Tax | 571.95 |
| | | | | Total | 16,783.95 |

Year 4

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87026 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80015 | BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |
| 80025 | PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| | | | | Subtotal | 16,212.00 |
| | | | | Estimated Tax | 571.95 |
| | | | | Total | 16,783.95 |

Year 5

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85035 | EVIDENCE.COM STORAGE | 4,000 | 0.75 | 0.75 | 3,000.00 |
| 87026 | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT | 4 | 336.00 | 336.00 | 1,344.00 |
| 85079 | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | 1 | 36.00 | 36.00 | 36.00 |
| 80016 | BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | 22 | 180.00 | 180.00 | 3,960.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 220 | 0.00 | 0.00 | 0.00 |

Year 5 (Continued)

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--|--|----------|-----------------|----------------|-------------|
| Axon Plans & Packages (Continued) | | | | | |
| 80026 | PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | 4 | 468.00 | 468.00 | 1,872.00 |
| 85110 | EVIDENCE.COM INCLUDED STORAGE | 120 | 0.00 | 0.00 | 0.00 |
| 85070 | TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM | 25 | 240.00 | 240.00 | 6,000.00 |
| | | | | Subtotal | 16,212.00 |
| | | | | Estimated Tax | 571.95 |
| | | | | Total | 16,783.95 |

Spare Axon Body 2

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--|----------|-----------------|----------------|-------------|
| Hardware | | | | | |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | 2 | 0.00 | 0.00 | 0.00 |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | 2 | 0.00 | 0.00 | 0.00 |
| 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | 2 | 0.00 | 0.00 | 0.00 |
| 11553 | SYNC CABLE, USB A TO 2.5MM | 2 | 0.00 | 0.00 | 0.00 |
| | | | | Subtotal | 0.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 0.00 |

Grand Total | 93,687.30



Discounts (USD)

Quote Expiration: 03/31/2019

| | |
|--------------|------------------|
| List Amount | 102,600.00 |
| Discounts | 12,475.00 |
| Total | 90,125.00 |

**Total excludes applicable taxes and shipping*

Summary of Payments

| Payment | Amount (USD) |
|--------------------|------------------|
| Year 1 | 26,551.50 |
| Year 2 | 16,783.95 |
| Year 3 | 16,783.95 |
| Year 4 | 16,783.95 |
| Year 5 | 16,783.95 |
| Spare Axon Body 2 | 0.00 |
| Grand Total | 93,687.30 |

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Jared Zygowicz at jzygowicz@axon.com or fax to 480.550.9251

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-181520-43480.879JZ

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013
Axon Enterprise, Inc. All rights reserved.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Inyo County Sheriff's Office ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2 **Definitions.**

"Axon Evidence" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"Products" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
- 5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB destination point via common carrier. Title and risk of loss pass to Agency upon the common carrier's delivery of the Products to Agency in Inyo County, California. Agency is responsible for any shipping charges on the Quote; provided, however, that Axon is responsible for the cost of any insurance it may purchase in order to insure against the risk of loss of the Products while they are in transit to Agency.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.3.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.

8 **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes.** Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

- 10 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 11 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.
- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13 **IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

- 14 **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.
- 15 **Termination.**
- 15.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 15.2 **By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

- 15.3 Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.
- 16 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 17 General.**
- 17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.
- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.



Master Services and Purchasing Agreement

- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

| | |
|-----------------------------|------------------|
| Axon: Axon Enterprise, Inc. | Agency: |
| Attn: Contracts | Attn: |
| 17800 N. 85th Street | Street Address |
| Scottsdale, Arizona 85255 | City, State, Zip |
| contracts@axon.com | Email |

- 17.12 Entire Agreement.** This Agreement, including the Appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Inyo County Sheriff's Office

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content. "Agency Content"** means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet

connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

10 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:

11.1. The Termination provisions of this Agreement apply; or

11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.

- 13** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 13.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7.** use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.



Master Services and Purchasing Agreement

- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

| |
|--|
| <p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Setup Axon Mobile on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access |
| <p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks |
| <p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p> |
| <p>End user go live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence and Evidence Sync |
| <p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p> |

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and

assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 7** **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 8** **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 9** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote (“Spare Products”). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“OSP 7”) and Officer Safety Plan 7 Plus (“OSP 7 Plus”) include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date (“OSP 7 Term”).

- 7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.
- 7.1. **TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.
- 7.2. **OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.
- 8 **TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.
- Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.
- If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.
- 9 **Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30

days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.

- 10** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
 - 10.2.** Agency makes any missed payments due to the termination before Agency may purchase any future TAP or OSP.
 - 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



Master Services and Purchasing Agreement

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm Evidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



"A Professional Service Agency"

Memorandum

Sole Source Justifications,

Proposed product:

Axon- Body 2 (with free upgrade to Axon 3 after 2 ½ years) Price \$499

Competitors:

Digital Ally - First Vu HD Price: \$1080 telephone #913-814-7774

Safariland Viewu – LE4 Price: \$899 telephone # 206-399-9490

Axon cameras have the ability to sync seamlessly with our department issued Taser devices to auto engage the body worn camera. **No other competitor offers this feature; no other competitor provides a recording device compatible with the Taser Conducted Energy Device.**

Axon provides cloud storage using the Evidence.com software. Evidence.com also allows for Taser data to be downloaded and stored for evidence purposes. This software allows neighboring agencies to "partner" their licenses for the sharing of audio and video between departments to assist with the investigation of cases. Partner Agencies only have access to designated audio and video as allowed by the neighboring agency. Currently Bishop Police Department uses Axon body cameras and the Evidence.com cloud storage. Access can also be given to Prosecutors to provide easy access to video evidence. **No other competitor can pair with agencies currently using the Evidence.com service.**

When the record function is engaged the Axon Camera records a 2 minute "pre-event" recording. **Digital Ally: 60 seconds, Safariland: 30 seconds.**

Axon provides a 12+ hour battery operation in high HD resolution (continuous recording). **Digital Ally: 4.5 hours. Safariland: 10 hours.**

Axon provides a 5 year warranty with the Taser Assurance Program. **Digital Ally: 1 year, Safariland: 90 days.**

Axon provides a fully integrated one-piece self-contained unit. **Digital Ally: two-piece construction with wired camera, Safariland: self-contained with exposed antenna.**

Axon provides Retina HD low-light video in high definition. **No other competitor offers this feature.**

Axon currently has a Taser Assurance Plan (TAP) Program that automatically upgrades Axon hardware to the most current version every 2.5 years. **No other competitor offers this service.**

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

| | |
|---|---|
| <p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. Axon body worn cameras chargers, cloud storage, software, and mounts to be issued to all patrol staff.</p> | |
| <p>DEPARTMENT CONTACT PERSON & TITLE Lieutenant Tim Bachman</p> | |
| <p>DEPARTMENT NAME Inyo County Sheriff's Office</p> | <p>PHONE 760-937-0942</p> |
| <p>REQUESTED SUPPLIER/CONSULTANT NAME Axon/Taser International</p> | <p>SUPPLIER CONTACT PERSON Jared Zygowicz</p> |
| <p>SUPPLIER ADDRESS 17800 N. 85th St., Scottsdale, AZ 85255</p> | <p>SUPPLIER CONTACT'S PHONE NUMBER 480-463-2139</p> |

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements



Signature of Requestor



Date

County Administrator

Date

AMENDMENT NUMBER 02

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Axon Enterprise, Inc
FOR Body Worn Cameras and Associated Accessories**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and State of California Office of Emergency Services (Cal-OES)(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated March 26, 2019 , on Axon Enterprise, Inc. Contract No.#Q-181520-43480.879JZ, for the term from March 26, 2019 through March 26, 2024.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Add (5) five additional body-worn cameras
2. Increase the amount of the Agreement to an amount not to exceed \$140,191.00 contingent on the Inyo County Board of Supervisors' approval of future budgets

/// NOTHING FOLLOWS ///

The effective date of this Amendment to the Agreement is _____.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER 1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Axon Enterprise, Inc.
FOR Body Worn Cameras and Associated Accessories**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
_____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



County of Inyo



Board of Supervisors

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Staff

SUBJECT: FY 2022 Appropriations Senate Funding Requests

RECOMMENDED ACTION:

ADDENDUM

21A. **Board of Supervisors** - Request Board consider letters to Senator Dianne Feinstein and Senator Alex Padilla requesting funding for the Eastern Sierra Small Business Resource Center and the Olancho-Cartago Four-Lane Project, as they consider Congressionally Directed Spending requests in the FY 2022 appropriations process.

SUMMARY/JUSTIFICATION:

With the Senate officially scheduled to consider Congressionally Directed Spending requests in the FY 2022 appropriations process, Senator Feinstein announced April 27 that she is now accepting project requests. Following are project submission guidelines provided by her staff:

- The application deadline is Wednesday, May 5, 2021 at 9:00pm ET/6:00pm PST. Late applications will not be accepted.
- It is important that the projects you submit for consideration have a federal nexus and local and/or regional significance.
- Projects should be able to utilize federal funding immediately upon obligation.
- Projects should build infrastructure, purchase equipment, initiate pilot programs, or help local governments provide essential services.
- Projects must have a broad range of endorsement from local elected officials, such as city council members and county supervisors. For example, flood control projects benefiting a city should be requested by the city, not just the local flood control district. Likewise, a highway widening or mass transit expansion should not only be requested by the transportation commission or transit agency, but by the mayor or board of supervisors as well.

The Ferguson Group, Inyo County's contracted provider of federal advocacy services, has recommended Inyo County submit for both Senators Feinstein and Padilla's consideration the Eastern Sierra Small Business Resource Center and the Olancho-Cartago Four-Lane Project - both of which your Board previously included in a FY 2022 appropriations request and transportation authorization request, respectively, to Congressman Jay Obernolte.

Attached are similar letters requesting Senator Feinstein's consideration of the projects. Projects will be

submitted through an online portal, and The Ferguson Group plans to submit on your Board's behalf.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not approve the letters, which is not recommended.

OTHER AGENCY INVOLVEMENT:

The Ferguson Group

FINANCING:

N/A

ATTACHMENTS:

1. Inyo County - Transportation Funding Request Letter - Feinstein
2. Inyo County - FY 2022 Appropriations Request Letter - Feinstein (SmBzCtr)

APPROVALS:

Darcy Ellis
Leslie Chapman
Clint Quilter

Created/Initiated - 4/30/2021
Approved - 4/30/2021
Final Approval - 4/30/2021



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
DAN TOTTEROH
JEFF GRIFFITHS
RICK PUCCI
JENNIFER ROESER
MATT KINGSLEY

CLINT G. QUILTER
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

May 4, 2021

The Honorable Dianne Feinstein
U.S. Senate
331 Hart Office Building
Washington, D.C. 20510

Re: Inyo County, CA – Member Designated Funding Request

Dear Senator Feinstein:

On behalf of Inyo County, CA, I respectfully request your assistance in securing funding in the transportation reauthorization bill through the Member Designated Project process for a surface transportation project of vital importance to the safety and economic sustainability of our region, the Olancho-Cartago Four-Lane Project on U.S. 395 Corridor.

The Olancho-Cartago Four-Lane Project is being constructed through a partnership between Inyo County, Mono County, Kern County, and the California Department of Transportation. The three-county effort to improve this section of U.S. 395 demonstrates the importance of the corridor to the region and the state. U.S. 395 is a historic rural and scenic highway that not only serves as the lifeline to our community's access to goods and services, but it also provides access to recreational tourism opportunities our region relies upon. Unfortunately, in recent years, the congestion on this portion of the highway has contributed to an increase in accidents and fatalities. Furthermore, since the start of the coronavirus pandemic, this stretch of highway has seen a significant increase in traffic due to visitors "escaping" to the region to enjoy the many recreational opportunities in the area.

Olancho/Cartago Four-Lane Project

Committee: Transportation and Infrastructure Committee
Account: Surface Transportation Projects

Total Project Cost: \$92,950,000

FY22 Request: \$55,770,000

The Olancho-Cartago Four-Lane Project will help reduce traffic congestion, improving the safety of all travelers along the route. U.S. 395 provides lifeline accessibility for rural communities where there are no alternative routes to access goods and services or for detours in the event of a road closure. U.S. 395 has been designated as a major evacuation route for the Town of Mammoth Lakes in the event of an emergency in both the *Long Valley Craters – Mono Craters Contingency Plan* and the *Mono County Local Hazard Mitigation Plan*. The Corridor is also identified as an evacuation route for the North Los Angeles County area by the Los Angeles Department of Public Works.

Federal investment in the project will allow the project to be completed faster and more efficiently, helping the communities along the visitors and the travelers supported by the corridor.

Please let us know if you have any questions regarding this important project. We look forward to working with you as the Congress works on transportation reauthorization legislation Thank you for your consideration of our needs and for your support on issues of importance to Inyo County.

Sincerely,

Jeff Griffiths, Chair
Inyo County Board of Supervisors

cc: Senator Alex Padilla



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
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May 4, 2021

The Honorable Dianne Feinstein
U.S. Senate
331 Hart Office Building
Washington, D.C. 20510

Re: Inyo County FY22 Appropriations - Community Project Funding Request

Dear Senator Feinstein:

On behalf of Inyo County, CA, I respectfully request your assistance in securing funding in the FY22 appropriations process for a project vital to helping the small businesses of our communities recover from the coronavirus pandemic.

Inyo County's economy is largely based on tourism, in particular recreational tourism, as the County provides excellent trout fishing, hiking in the Sierra, and vistas that draw many visitors from all over the world. This tourist economy provides opportunities for tourist-based businesses that mainly provide seasonal, low-paying, jobs. Despite a significant increase in visitors during the pandemic, our businesses still struggled, with many having to close their doors completely.

In order to grow the local economy and mitigate impacts of seasonal tourism, Inyo County's vision is to support the development of new and existing businesses, which will in turn fill a critical need for living wage employment in Inyo County and the Eastern Sierra. Additionally, existing businesses need support and guidance as they recover from business declines related to COVID-19. With high-speed internet, a regional airport projected to be operational by next fall, the support of the Small Business Development Center in Bakersfield, and collaboration with other regional partners and the Sierra Business Council, the County launched a local Small Business Resource Center (SBRC) in the City of Bishop. The Center will be centrally located and capable of serving businesses throughout the whole, Eastern Sierra from the Nevada state line in the North to Death Valley in the south. The Center will provide support for sustainable growth, and businesses from the Nevada State line on Highway 395 to Death Valley and the Southern border of Inyo County will be invited and welcome to participate in training, consulting, and other support programs.

Eastern Sierra Small Business Resource Center

Subcommittee: Transportation-Housing and Urban Development (THUD) or
Agriculture and Rural Development
Account: Economic Development Initiative or
Rural Community Facility Grants
Total Project Cost: \$865,000
FY22 Request: \$205,000

The SBRC was launched through general funding from the Inyo County Board of Supervisors, a business planning grant from the U.S. Department of Agriculture, and the investment of an Opportunity Zone investor. However, in order to open its doors, additional funding is needed for furnishings and equipment. The County is requesting federal support through the FY 2022 appropriations process to complete the funding needed to finish the SBRC so it can begin to support existing and future businesses in the region.

Please let us know if you have any questions regarding this request. We look forward to working with you as the FY 2022 appropriations process progresses. Thank you for your consideration of our needs and for your support on issues of importance to Inyo County.

Sincerely,

Jeff Griffiths, Chair
Inyo County Board of Supervisors

cc: Senator Alex Padilla



County of Inyo



County Administrator - Risk Management

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Aaron Holmberg

SUBJECT: Enacting Ordinance 1265

RECOMMENDED ACTION:

ADDENDUM

21B. **County Administrator - Risk Management** - Request Board enact Ordinance 1265, titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding and Amending Certain Sections of Chapter 1.28 of the Inyo County Code Pertaining to Claims."

SUMMARY/JUSTIFICATION:

Chapter 1.28 of the Inyo County Code addresses the delegation of authority to investigate and settle claims against the County within certain specified limits and parameters. Adding and amending certain sections of Chapter 1.28 could improve administrative efficiency by clarifying and delegating similar authority for claims that the County may have against other parties. This would, for example, help Risk Management to handle small property claims locally, in-house, and quickly instead of bringing small dollar issues regarding particular residents (for example) to your Board as scheduling allows, and instead of deferring to the County's property insurance program to address such losses at an additional cost per claim and longer term by premium allocation.

Your Board waived the first reading of the proposed ordinance at its April 27 meeting and set enactment for May 4.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not enact the ordinance.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

N/A

ATTACHMENTS:

1. Ordinance 1265 Update to 1-28

APPROVALS:

| | |
|-------------|-------------------------------|
| Darcy Ellis | Created/Initiated - 4/30/2021 |
| Darcy Ellis | Final Approval - 4/30/2021 |

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
ADDING AND AMENDING CERTAIN SECTIONS
OF CHAPTER 1.28 OF THE INYO COUNTY CODE
PERTAINING TO CLAIMS**

WHEREAS, Chapter 1.28 of the Inyo County Code currently addresses claims against the County and, among other things, delegates authority to certain individuals (viz., the county risk manager, county counsel, and county administrator) to investigate and settle such claims within specified limits and parameters; and

WHEREAS, to enhance administrative efficiency, the Board wishes to add and amend certain sections of Chapter 1.28 in order to include claims that the County itself may have against other parties and to delegate similar authority to investigate and settle such claims.

NOW, THEREFORE, the Board of Supervisors of Inyo County ORDAINS as follows:

SECTION ONE.

The title of Chapter 1.28 is hereby amended to read: "Claims."

SECTION TWO.

Section 1.28.010 of the Inyo County Code is hereby amended to read as follows:

"1.28.010 Application.

A. Except where otherwise specifically provided, the provisions of this chapter apply to all claims against the county:

1. For money or damages which are governed by Chapter 1 (Section 900 et seq.) and Chapter 2 (Section 910 et seq.) of Part 3, Division 3.6 of Title 1 of the California Government Code (hereinafter referred to as the State Tort Claims Act);
2. For money or damages which are governed by the Inyo County Administrative Claims Act (see Section 1.28.020 below); and
3. For benefits authorized by Division 4 (Section 3201 et seq.) of the California Labor Code (hereinafter referred to as the State Workers' Compensation Act.)

B. To the extent provided by Section 1.28.045 below, certain provisions of this chapter also apply to claims the county may have against other parties."

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SECTION THREE.

Section 1.28.045 is hereby added to the Inyo County Code, to read as follows:

“1.28.045 Delegation of authority to investigate and settle claims against other parties.

The provisions of Sections 1.28.030 and 1.28.040 above, which respectively delegate authority to investigate and settle claims against the County, shall also apply and extend to any claims that the County itself may have against other parties. In other words, similar authority is hereby delegated to the individuals named in Sections 1.28.030 and 1.28.040 to investigate and settle claims that the County may have against other parties, subject to the same limitations and parameters specified by those sections.”

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. CEQA COMPLIANCE.

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SIX. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of April, 2021, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

JEFF GRIFFITHS, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 4, 2021

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Board of Supervisors Meeting Minutes

RECOMMENDED ACTION:

Clerk of the Board - Request Board approve the minutes of the regular Board of Supervisors meetings of April 27, 2021.

SUMMARY/JUSTIFICATION:

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, www.inyocounty.us.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 4/28/2021
Final Approval - 4/28/2021