

Agenda



County of Inyo Board of Supervisors

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

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone unable to attend the Board meeting in person who wishes 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). Generally, speakers are limited to three minutes. 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 10, 2022 - 8:30 A.M.

1. **PUBLIC COMMENT ON CLOSED SESSION ITEM(S)**

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *The City of Los Angeles, acting by and through its Department of Water and Power v. County of Inyo*, Kern County Superior Court Case No. BCV-18-101513-KCT; *Inyo County v. Los Angeles Department of Water and Power*, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) of Government Code §54956.9: one potential case. Circumstances: LADWP threat to challenge Inyo County's decision on the request to reduce irrigation water deliveries.

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.)

- 10 A.M.
4. **PLEDGE OF ALLEGIANCE**
 5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
 6. **PUBLIC COMMENT** (*Comments may be time-limited*)
 7. **COUNTY DEPARTMENT REPORTS**

CONSENT AGENDA (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

8. **County Administrator - Information Services** - Request Board waive the competitive bidding requirement and then authorize a purchase order in an amount not to exceed \$16,331.41, payable to Dell, Inc., of Round Rock, TX, for the purchase of 3 Microsoft (MS) Windows Server Datacenter licenses under the County's current MS Enterprise Agreement as an Affiliate Customer under the terms of the Riverside Agreement #8084445 with Microsoft.
9. **Health & Human Services - Behavioral Health** - Request Board approve Resolution No. 2022-16, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Designating Certain Individuals as Professional Persons who are Authorized to Place Someone under a 72-hour 5150 Hold," and authorize the Chairperson to sign.
10. **Probation** - Request Board approve Amendment No. 3 to the agreement between the County of Inyo and Siemens Industry, Inc. of Fresno, CA to extend the agreement from July 1, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
11. **Probation** - Request Board approve Amendment No. 30192 to the agreement between the County of Inyo and Tulare County to extend the agreement to July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
12. **Probation** - Request Board approve the modified agreement between the County of Inyo and the County of El Dorado to increase the daily rate per youth placed at El Dorado Juvenile Detention Facilities to \$350.00 for non-reserved beds, \$400.00 for Commitment Programming, and \$475.00 for Secure Track Programming, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson and Chief Probation Officer to sign.
13. **Probation** - Request Board approve Amendment No. 7 to the agreement between the County of Inyo and Noble Software Group, LLC. of Redding, CA to extend the agreement from July 1, 2022 to June 30, 2023 with the cost of \$6,004.95 for the annual hosting fee (up to 19 Users) and \$800 for quality assurance (IRR Site Access, 8 Users), and to remove Section 23 and add Section 22.5 to the agreement, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

14. **Public Works** - Request Board approve Resolution No. 2022-17, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of the Notice of Completion for the Terminal Expansion Project at the Bishop Airport," and authorize the Chairperson to sign.
15. **Public Works** - Request Board approve the Fiscal Year 2021-2022 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X22-5948(103), between the County of Inyo and the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed amount of \$773,353, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
16. **Public Works - Recycling & Waste Management** - Request Board:
 - A) Approve and ratify Amendment No. 1 to the contract between the County of Inyo and TEAM Engineering & Management Inc. of Bishop, CA to:
 1. Change the name of TEAM Engineering & Management Inc. to TEAM Environmental Inc.;
 2. Add a subcontractor to the agreement, WOOD Environmental & Infrastructure Solutions, Inc.; and
 3. Increase the not-to-exceed amount from \$913,309 to \$968,309 contingent upon the Board's approval of future budgets; and
 - B) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. **Public Works - Road Department** - Request Board: A) declare Newman Signs, Inc. of Jamestown, ND of the successful bidder for assorted road signs per Bid No. RD22-02; and B) authorize the purchase of assorted road signs from Newman Signs in an amount not to exceed \$19,971.35.
18. **Sheriff** - Request Board, pursuant to Inyo County Code Section 6.26.020, accept a donation of Animal Shelter dog play yard fencing from Richard Eyer on behalf of the County.

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

19. **Water Department** - Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 12, 2022.
20. **Health & Human Services - ESAAA** - Request Board amend the Authorized Strength in Behavioral Health by deleting three (3) A-Par Program Services Assistant (PSA) I-III positions and adding two (2) B-Par PSA I-III positions at Range 46 (\$16.25-\$19.84), Range 48 (\$17.11-\$20.72), or Range 50 (\$17.85-\$21.71).
21. **Public Works** - Request Board authorize the filling of the vacant Engineering Assistant II at a Step E.
22. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of May 3, 2022.

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

23. **PUBLIC COMMENT** (Comments may be time-limited)

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

24. **California Fish & Game Commission** - Agenda for the Commission's May 19, 2022 meeting in San Diego and via teleconference.



County of Inyo



County Administrator - Information Services

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Scott Armstrong

SUBJECT: Request for Approval of Purchase of MS Windows Server DC Licenses

RECOMMENDED ACTION:

Request Board waive the competitive bidding requirement and then authorize a purchase order in an amount not to exceed \$16,331.41, payable to Dell, Inc., of Round Rock, TX, for the purchase of 3 Microsoft (MS) Windows Server Datacenter licenses under the County's current MS Enterprise Agreement as an Affiliate Customer under the terms of the Riverside Agreement #8084445 with Microsoft.

SUMMARY/JUSTIFICATION:

MS Datacenter Server licenses are required to run the multiple Microsoft Server Operating Systems on the new Nutanix hyperconverged server environment that your board approved on February 22, 2022, Item #10. The hyperconverged environment has 3 host server nodes, and each host server node requires its own MS Datacenter Server license. Each host server node licensed in this way will be able to host multiple virtualized server instances, each running a Windows Server Operating System.

This is the software component of the hyperconverged server environment project, a key component of our Server Consolidation effort to reduce the number of power-hungry, heat-generating physical servers. This project is budgeted in the approved FY 2021-2022 11808 budget.

The County entered into an Enterprise Agreement with Microsoft with Dell as our provider. Our pricing is guaranteed at an established, lower-than-market discounted rate under our EA agreement. Dell, as the Microsoft Partner for our Enterprise Agreement, is required by Microsoft to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the specified discount.

BACKGROUND/HISTORY OF BOARD ACTIONS:

This request is related to the request approved by your Board to purchase Nutanix Hyperconverged virtual server environment, Item #10 from the February 22, 2022 Board Meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, resulting in us not being able to use the hyperconverged virtual server hardware as intended, requiring that the hardware be returned, or used as 3 overpowered, individual servers.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funding for this request is in the approved FY 2021-2022 budget, account 11808, object code 5650.

ATTACHMENTS:

1. Executed Microsoft Enterprise Agreement
2. Dell, Inc. Quote

APPROVALS:

Scott Armstrong	Created/Initiated - 5/2/2022
Darcy Ellis	Approved - 5/2/2022
Scott Armstrong	Approved - 5/2/2022
John Vallejo	Approved - 5/2/2022
Amy Shepherd	Final Approval - 5/2/2022

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 4th day of August 2020 an order was duly made and entered as follows:

Information Services – Microsoft Enterprise Enrollment Agreement

Moved by Supervisor Pucci and seconded by Supervisor Totheroh to ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023 (\$155,000 per year for 3 years), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 4th
Day of August, 2020

Routing
CC Purchasing Personnel Auditor CAO: Information Services Other: DATE: August 13, 2020



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



County Administrator - Information Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: August 4, 2020

FROM: Scott Armstrong

SUBJECT: Microsoft Enterprise Enrollment Agreement

RECOMMENDED ACTION:

Request Board ratify and approve the Enterprise Enrollment Agreement between the County of Inyo and Microsoft of Redmond, WA, through their licensing solutions partner Dell, Inc. of Round Rock, TX, for the provision of Microsoft product subscription services in an amount not to exceed \$465,000 for the period of July 1, 2020 through June 30, 2023 (\$155,000 per year for 3 years), contingent upon the Board's approval of future budgets, and authorize the Information Services Director to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The County of Inyo wishes to enter into an Enterprise Agreement with Microsoft (MS) as an Affiliate Customer under the terms of the Riverside Agreement 8084445 with Microsoft, and enroll in subscription services with Microsoft through their reseller Dell, Inc. The term of this enrollment is 36 months.

The County of Inyo received competitive quotes from 3 of the Microsoft licensing solutions partners awarded for that contract and selected Dell as the vendor.

These subscription services will replace two projects previously planned for FY2019-2020 (MS Office Upgrade - \$160,000, and MS Office Exchange Server Upgrade - \$45,000), as well as the annual Microsoft Desktop Operating System Enterprise software assurance costs (\$26,000).

These subscription services will also enhance our employees' ability to work anywhere, anytime with government-cloud-hosted data and MS Office applications. Additional features with the MS Office 365 subscription services include collaborative online workspaces, web-based video conferencing, mobile device management services, integrated security features, and email filtering and discovery.

The initial phase of this project will require only 50 licenses, and we'll purchase additional licenses over the next few months as we deploy them to the various County Departments.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this request, resulting in a piecemeal approach to desktop application upgrades, cumbersome remote collaboration tools for the County employees, and increasing support challenges with disparate account security and management systems.

OTHER AGENCY INVOLVEMENT:

FINANCING:

There is sufficient preliminary budget in the Computer Upgrade budget (011808) object code Maintenance of Computer (5177) to cover this contract for Fiscal Year 2020-2021. It has also been requested in the Fiscal Year 2020-2021 Department Request budget to be consider at the budget hearings. The funding for this budget comes from the Tech refresh program.

ATTACHMENTS:

1. Enterprise Agreement Amendment
2. Enterprise Agreement
3. County of Inyo Microsoft EA Enrollment Package
4. County of Inyo Microsoft EA Discount Transparency Disclosure Form

APPROVALS:

Lavon Sargent	Created/Initiated - 7/22/2020
Darcy Ellis	Approved - 7/22/2020
Marshall Rudolph	Approved - 7/27/2020
Amy Shepherd	Approved - 7/28/2020
Scott Armstrong	Final Approval - 7/28/2020

Program Signature Form

MBA/MBSA number

8084445

5-0000005631179

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0975412.002 (New)
Amendment	M97 (New)
Amendment	W29 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* County of Inyo

Signature* Scott Armstrong Digitally signed by Scott Armstrong
Date: 2020.08.04 16:48:29 -0700

Printed First and Last Name* Scott Armstrong

Printed Title Information Services Director

Signature Date* Aug 4, 2020

Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	<u>Mary Ann Holland</u>
Printed First and Last Name	Mary Ann Holland
Printed Title	Authorized Signer
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	Jul 7, 2020
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment**State and Local**Enterprise Enrollment number
(Microsoft to complete)

6138956

Framework ID
(if applicable)

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Previous Enrollment number
(Reseller to complete)

6138956

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions**1. Definitions.**

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* County of Inyo

Contact name* First Scott **Last** Armstrong

Contact email address* sarmstrong@inyocounty.us

Street address* 168 N. Edwards Street., PO Box 477

City* Independence

State* CA
Postal code* 93526-0477
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 760-878-0390
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Mike Last Baffrey
Contact email address* mbaffrey@inyocounty.us
Street address* 168 N. Edwards Street., PO Box 477
City* Independence
State* CA
Postal code* 93526-0477
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 760-937-2974

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* RoseAnn Bretzmann

Printed name* RoseAnn Bretzmann

Printed title* Analyst

Date* 7/7/2020

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

5-0000005631179

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	0	50
3PS-00001	ExchgOnInKioskGCC ShrdSvr ALNG SubsVL MVL PerUsr	0	1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2019)(IU) .docx		M97	B
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Proposal ID

0975412.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	50	50

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

**Enterprise
Sub 250 Program
Amendment ID W29**

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

- a. Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.







County of Inyo Pre sig

Final Audit Report

2020-07-07

Created:	2020-07-07
By:	Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGAwOylFE0z8oPORPpq0nyXr4HtoAcF4j

"County of Inyo Pre sig" History

-  Document created by Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
2020-07-07 - 5:50:32 PM GMT- IP address: 71.239.102.35
-  Document emailed to Mary Ann Holland (v-maryv@microsoft.com) for signature
2020-07-07 - 5:51:43 PM GMT
-  Email viewed by Mary Ann Holland (v-maryv@microsoft.com)
2020-07-07 - 5:51:59 PM GMT- IP address: 99.46.27.157
-  Document e-signed by Mary Ann Holland (v-maryv@microsoft.com)
Signature Date: 2020-07-07 - 5:52:50 PM GMT - Time Source: server- IP address: 99.46.27.157
-  Signed document emailed to Mary Ann Holland (v-maryv@microsoft.com) and Roseann Bretzmann (Roseann_Bretzmann@Dell.com)
2020-07-07 - 5:52:50 PM GMT

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 6/29/2020
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0975412.002
Partner Name: Dell Inc.
Reseller Address: One Dell Way
RoundRock, TX, United States, 78682-7000

Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	63,846

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: Dell Inc
Customer: County of Inyo
Signature of Customer's authorized representative: Scott Armstrong
Digitally signed by Scott Armstrong
Date: 2020.08.04 16:39:07 -0700
Printed name: Scott Armstrong
Printed title: Information Services Director
Date: Aug 4, 2020

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Date: 6/29/2020
Program: Enterprise 6
Enrollment Number: Renewal
Quote Number: 0975412.002
Partner Name: Dell Inc.
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Discount Details

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Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

Ordered Products

Currency	Maximum Resale Price
US Dollar	63,846

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

Partner: Dell Inc.
Customer: County of Inyo
Signature of Customer's authorized representative: _____
Printed name: Scott Armstrong
Printed title: Information Services Director
Date: _____



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
512.720.4469

Microsoft Enterprise Agreement (EA) #: 9061905
Customer: County of Inyo
Contract: Riverside County/CCISDA/MISAC EA - PSA-0001524

Date of Issue: 5/2/2022
Quote Expires: 5/31/2022
Quote Number: INYO-3WinDC

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Licenses + Software Assurance					
Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic, Purchased in Year 2 of EA	9EA-00271	3	N/A	\$5,444.47	\$16,333.41
					\$0.00
Total Year 2 Payment					\$16,333.41
Notes: The price quoted covers the license in-full and pre-pays the Software Assurance until your EA expires on 5/31/2023. No additional annual installment payment required.					Total Payment \$16,333.41

Notes:	
1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com , unless Customer has a separate purchase agreement with Dell.	4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.	5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
3) If you have a question re: your tax status, please contact your Dell ASAP Software Inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee .	6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



County of Inyo



Health & Human Services - Behavioral Health

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Lucy Vincent

SUBJECT: Resolution designating individuals as professional persons to place holds pursuant to WIC 5150

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-16, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Designating Certain Individuals as Professional Persons who are Authorized to Place Someone under a 72-hour 5150 Hold," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Health and Human Services Department is requesting your Board's approval of the Resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Designating Certain Individuals as Professional Persons who are authorized to place someone under a 72-hour 5150 Hold" in order to allow the HHS Deputy Director of Behavioral Health, who is designated as the Local Mental Health Director, to designate qualified individuals within the Department as individuals who may place a person under an involuntary hold pursuant to Welfare and Institutions Code 5150(a).

Per WIC 5050, the following people may place someone under a 72 hour 5150 hold:

1. A peace officer
2. A professional person in charge of a facility designated by the county for evaluation and treatment
3. A member of the attending staff of a facility designated by the county for evaluation and treatment
4. Designated members of a mobile crisis team
5. A professional person designated by the county

Adoption of this resolution would allow the County Mental Health Director to designate a professional person who meets specific training and experience requirements (per #5, above). The resolution is also worded to allow for potential future title changes or new classifications to be considered as designated professional persons, as long as training and experience criteria are met. HHS recommends that your Board approve the Resolution so that the local Mental Health Director may assign qualified staff to perform this function.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this Resolution. In this case, we will continue to have a shortage of

primary on-call staff persons who are able to write 5150 holds.

OTHER AGENCY INVOLVEMENT:

Inyo County Behavioral Health, Community Healthcare Partners, Law Enforcement.

FINANCING:

There are no costs associated with adopting this resolution.

ATTACHMENTS:

1. Professional Person Resolution

APPROVALS:

Lucy Vincent	Created/Initiated - 4/29/2022
Darcy Ellis	Approved - 4/29/2022
Kimball Pier	Approved - 5/4/2022
Marilyn Mann	Approved - 5/4/2022
John Vallejo	Approved - 5/4/2022
Marilyn Mann	Final Approval - 5/4/2022

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, DESIGNATING CERTAIN INDIVIDUALS AS PROFESSIONAL PERSONS WHO ARE AUTHORIZED TO PLACE SOMEONE UNDER A 72-HOUR 5150 HOLD

WHEREAS, California Welfare and Institutions Code section 5150(a) states the following persons may place someone under a 72-hour 5150 hold:

- A peace officer
- A professional person in charge of a facility designated by the county for evaluation and treatment
- A member of the attending staff of a facility designated by the county for evaluation and treatment
- Designated members of a mobile crisis team
- A professional person designated by the county

WHEREAS, pursuant to section 5150(a), Inyo County seeks to designate professional persons who can place an individual under a 72-hour 5150 hold;

WHEREAS, this designation is being made in consultation with Behavioral Health and mental health providers to ensure that designated individuals are qualified and capable of assessing whether an individual meets the criteria for a 72-hour 5150 hold.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Inyo hereby designates the following County employees, who have met the qualifications outlined in numbers two and three below, as professional persons who can place 5150 holds:

1. Holds the job title of: Psychotherapist, Social Worker III-IV, Clinical Administrator, Deputy Director of Behavioral Health, Behavioral Health Nurse I/II, HHS Specialist III-IV, Addictions Supervisor, Addictions Counselor II-III, or other County Position with minimum qualifications and skills similar to the listed positions;
2. Is currently certified as an Individual Crisis Specialist pursuant to the criteria and testing established by the American Institute of Suicidology; and
3. Has been approved in writing by the Director of Behavioral Health to place 5150 holds.

PASSED AND ADOPTED this _____ day of _____, 2022, by the following vote:

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

Dan Totheroh
Chairperson, Inyo County Board of Supervisors

ATTEST: Leslie Chapman
Clerk of the Board

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



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Jeffrey Thomson

SUBJECT: Amendment #3 for Maintenance Contract with Siemens Industry Inc. for the Juvenile Center Fire Suppression System

RECOMMENDED ACTION:

Request Board approve Amendment No. 3 to the agreement between the County of Inyo and Siemens Industry, Inc. of Fresno, CA to extend the agreement from July 1, 2022 to June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

SimplexGrinnel originally installed the electronic controls and Life Safety system (fire suppression system) in the Inyo County Jail and Juvenile Center. SimplexGrinnel held the maintenance contract on this equipment every year due to the proprietary nature of the entire system and the need for Simplex replacement parts. In 2003, Inyo County Juvenile Center received a proposal from the Fire Safety Division of Siemens to maintain, repair and inspect our Fire and Life Safety Equipment. Siemens was able to offer a maintenance contract because nearly all of their technical service personnel were former SimplexGrinnel employees, specifically the technicians who provided service to our facility. Siemens could also acquire the needed parts and provide a twenty-four (24) hour response window under any circumstance. Siemens has been awarded the maintenance contracts since 2003 at the Jail and Juvenile Center and the service technicians are familiar with the Juvenile Center's fire suppression system.

Both parties would like to extend the Agreement from July 1, 2022 to June 30, 2023. The cost of \$7,242 paid in two installments per year for the semi-annual inspection and maintenance of equipment services (fire and safety equipment – fire suppression system) will not be changed.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to extend the Agreement with Siemens; however, this is not recommended as Siemens has been reliable and knowledgeable with our system; provides the emergency response we need; and is currently under a maintenance contract with the County to inspect the Jail. Yearly inspections and maintenance of the fire suppression system is required on a facility that houses juveniles.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Historically, funding has been provided through Operating Transfers in Other Financing Sources (Revenue Code 4998) from Facilities Trust and will be budgeted in the Juvenile Institutions Budget (023100), Expenditure Object Code 5265 - Professional Services. We anticipate in FY 22-23 that this funding will continue; however, if it does not, we will work with the Budget Team to cover the cost of this contract.

ATTACHMENTS:

1. Siemens Contract
2. Siemens Contract Amendment 3

APPROVALS:

Krystal Leonard	Created/Initiated - 4/6/2022
Darcy Ellis	Approved - 4/6/2022
Krystal Leonard	Approved - 4/15/2022
John Vallejo	Approved - 4/15/2022
Amy Shepherd	Approved - 4/15/2022
Krystal Leonard	Approved - 4/20/2022
Jeffrey Thomson	Final Approval - 4/21/2022

**AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION SYSTEM SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the maintenance of equipment _____ services of Siemens Industry Inc. of Fresno, California _____ (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 Mark Olsen or his designee, whose title is: Deputy Chief of Juvenile Institutions. 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, 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 July 1, 2017 to June 30, 2020 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 B) 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 twenty-one thousand seven hundred twenty-six and no/100 ----- 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 with 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-four (24) 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-four (24) (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	
Probation - Juvenile Center	Department
P. O. Box 306/201 Mazourka Canyon Road	Street
Independence, CA 93526	City and State

Contractor:	
Siemens Industry Inc.	Name
4273 West Richert Avenue, Suite 110	Street
Fresno, CA 93722	City and State

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 SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 27th DAY OF June, 2017.

COUNTY OF INYO

By: Mark Tillman

Dated: 6/27/17

CONTRACTOR

By: [Signature]
Signature **Larry Hillman**
Branch Manager
Siemens Industry

Print or Type Name

Dated: 5/2/17

APPROVED AS TO FORM AND LEGALITY:

County Counsel
[Signature]

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
SIEMENS INDUSTRY INC.**

AND _____
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT **SERVICES**

TERM:

FROM: July 1, 2017 **TO:** June 30, 2020

SCOPE OF WORK:

As noted in the Advantage Services Proposal Agreement, specifically pages 3-8, see attached and as noted below:

1. An annual inspection will be performed in November or December of each year with an annual maintenance visit to be scheduled prior to June 30 of each year.
2. Deputy Director Mark Olsen or his Designee is to be notified (at least one week in advance) when an inspection and/or a maintenance visit is scheduled.

Contact and Site Location:
Inyo County Juvenile Center
201 Mazourka Canyon Road
Independence, California
Deputy Chief Mark Olson or his Designee
Phone Numbers: 760/872-4005 or 760/872-4111

2. TERM. (page 1) is replaced in its entirety with:

2. TERM

A. Initial Term. The term of this Agreement shall be from July 1, 2017 to June 30, 2020, unless sooner terminated as provided below.

B. Extension of Term. In addition to the initial term, there will be one (1) option for the County or Contractor to extend the Agreement as follows:

- (a) from July 1, 2020 through June 30, 2021; and,
- (b) from July 1, 2021 through June 30, 2021.

The option to extend may be exercised by either party, in the manner and on the terms and conditions hereinafter provided. The initial term and successive options to extend, if any, shall not exceed an aggregate total of more than sixty (60) months.

C. Exercising Options to Extend. The option to extend the term of the Agreement for the periods identified above may be exercised by the County or Contractor in the manner and on the terms and conditions below:

1. Terms and Conditions:

- (a) neither Contractor nor County has terminated or cancelled this Agreement for any reason.
- (b) neither Contractor nor County is in default on any term or condition of this Agreement.

2. Manner in Which Options Can Be Exercised:

- (a) County or Contractor may exercise the option to extend no earlier than three (3) months before expiration of the initial term of this Agreement or any extension thereof.
- (b) The County or Contractor must notify the other party in writing of its intent to exercise an option at least thirty (30) days before expiration of the contract, or an extension thereof.
- (c) The option to extend shall be upon the same terms and conditions as stated in this Contract.

1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Current Situation

Inyo County has requested that Siemens prepare a Service Agreement for the 2017-2020 fiscal years, with two single year options, 2020-2021 and 2021-2022.

1.3 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 FIRE ALARM & LIFE SAFETY SERVICES

Approach

Gold Level

The Gold Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their facility systems. When emergencies occur, Siemens experts will provide online or phone support within 2 hours and if this cannot remedy the emergency, arrive on site within 4 hours for critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours 24x7.

Performance

Designed for customers requiring absolute confidence in their fire system operation, Advantage Services Performance Package provides you with the world-class expertise available only from Siemens, the world leader in fire alarm systems and system maintenance. Our single-minded objective is to make certain your system is

operating properly 24-hours a day, 7 days a week and that your system is in full compliance with local and national requirements. The Performance Package is also specially designed to reduce false alarms and help minimize system downtime and costly repairs.

The Performance includes code-compliant testing of your fire alarm system, smoke detector sensitivity testing, and a detailed written report following each service visit.

2.1.1 Customer Support Services

Written Report of All Services Performed

We will complete a service report for each visit detailing the purpose of the call and summarizing the work that was performed.

2.1.2 Technical Support Services

Emergency Online/Phone Response: Monday through Sunday, 24 Hours per Day

System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable Siemens to remotely access into your system, through a dedicated telephone line that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Labor for dispatch is covered in this agreement.

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Fire Life Safety System Testing and Inspection

As designated agent, we will perform the required annual test and inspection of the fire alarm system using NFPA-recommended test frequencies and methods as guidelines. We will provide the necessary documentation to satisfy the AHJ and to maintain your Certificate of Occupancy. A list of equipment covered under this service agreement, along with test frequencies, can be found in the List of Maintained Equipment section of this service agreement.

Smoke Detector Sensitivity Testing

Smoke Detector Sensitivity testing will be performed, in accordance with NFPA 72 guidelines, using the manufacturer’s recommended test methods and a UL approved testing device. We will provide an analysis of the test results, along with recommendations for detectors that require either cleaning or replacement.

3 Service Implementation Plan

3.1 Fire Alarm & Life Safety Services On-site Response Time and Call Windows

	Gold
Attribute	
Emergency Online/Phone Response	2 hours
Response time - onsite for critical components	4 hours – labor to appear onsite is covered within this response time coverage*
Response time - onsite for non-emergency	24 hours – labor to appear onsite is covered within this response time coverage*
Hours of Service	24 x 7 – Response time labor is covered within these hours of service
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See [List of Maintained Equipment](#) to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

**Siemens Building Technologies
Service Agreement**

Equipment Category	Equipment SubCategory	Equipment	Qty	Serial Number	Location	Mfg/Model
Fire Alarm System	Field Peripherals	Tamper Switch Monitor Module	1			
Services (Times per year): Test and Inspection (2)						
Fire Alarm System	Field Peripherals	Waterflow Switch Monitor Module	2			
Services (Times per year): Test and Inspection (2)						
Fire Alarm System	Field Peripherals	Strobe	34			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Field Peripherals	Speakers or Horns with Strobes	13			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Detectors	Conventional Smoke Detector	39			
Services (Times per year): Sensitivity Testing-Manual (0.5) - Test and Inspection (1)						
Fire Alarm System	Field Peripherals	Conventional Pull Station	4			
Services (Times per year): Test and Inspection (1)						
Fire Alarm System	Detectors	Conventional Heat Detectors	53			

Services (Times per year): Test and Inspection (1)

Fire Alarm System	Control & Annunciation	Siemens MXL Alarm Panel	1
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Services (Times per year): Test and Inspection (1)

Fire Alarm System	Control & Annunciation	Remote Control/Annunciator Panel	1
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Services (Times per year): Test and Inspection (1)

3.3 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Danelle Henry - Sales Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Shawn Neylon - Service Account Engineer or Team Leader is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Ryan Masloskie - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Lucy Arroyo - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Office: 559-276-2600

Toll Free 24/7 Service Line: 1-866-SBT-PROS

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry, Inc.
4273 West Richert Ave. Suite 110
Fresno, CA 93722
Danelle Henry
(559) 916-8448

County of Inyo
201 Mazourka Canyon Rd
Independence, CA 93526
Alisa Lembke
760-872-7075

Services shall be provided at 201 Mazourka Canyon Rd, Independence, CA 93526.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 03/22/2017 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 3 Years beginning 07/01/2017. This agreement has the option of two, one year renewals of 7/1/2020- 6/30/2021 and 7/1/2021- 6/30/2022. If extended to year 4 and/or 5, the yearly maintenance amount will be negotiated prior to the expiration of the prior year.

Initial Term Investments:

Year 1	07/01/2017 to 06/30/2018	\$7,242 annually	paid \$3,621 semi-annually in advance
Year 2	07/01/2018 to 06/30/2019	\$7,242 annually	paid \$3,621 semi-annually in advance
Year 3	07/01/2019 to 06/30/2020	\$7,242 annually	paid \$3,621 semi-annually in advance

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days.

Proposal accepted by:

County of Inyo

Mark Tellez 6/27/17
Signature Date

Proposal submitted by:

Danelle Henry
Account Executive
Siemens Industry, Inc.

[Signature]
Signature Date

P.O.# _____

"PO Number will be used for Internal Purposes Only"

Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Or

Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Brian Klee

Larry Hillman
Branch Manager
Siemens Industry

Branch Manager

[Signature] 5/2/17
Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
SIEMENS INDUSTRY INC.**

AND

MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT

FOR THE PROVISION OF

SERVICES

TERM:

July 1, 2017

June 30, 2020

FROM:

TO:

SCHEDULE OF FEES:

Section 3.E. Consideration / Billing and payment of this contract (page 2) is replaced with the following language:

"Contractor shall submit to the County semi-annually an itemized statement of all services and work described within Attachment A - Scope of Work, which were done at the County's request. This statement will be submitted to the County within ten (10) days of the service date. The 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, County shall make payment to the Contractor."

Year 1 cost for the time period of 7/1/2017 to 06/30/2018. \$3,621 is to be billed and paid semi-annually and in advance
(total amount for Year 1: \$7,242)

Year 2 cost for the time period of 7/1/2018 to 6/30/2019. \$3,621 is to be billed and paid semi-annually in advance
(total amount for Year 2: \$7,242)

Year 3 cost for the time period of 7/1/2019 to 6/30/2020. \$3,621 is to be billed and paid semi-annually in advance
(total amount for Year 2: \$7,242)

If option to extend for Year 4 and 5, the yearly maintenance amount will be negotiated prior to the expiration of the prior year (June 30th).

LASTLY, SEE PAGE 18 OF THE ADVANTAGE SERVICES PROPOSAL AGREEMENT ATTACHED FOR ADDITIONAL LABOR AND MATERIAL PRICING, SPECIFICALLY THE "PREFERRED CUSTOMER LABOR RATES" SCHEDULE.

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below.

Siemens Industry, Inc.

Rates effective through life of agreement.

Please note: Rates shown are for the period referenced above and are subject to change.

Standard Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$217.00	\$326.00	\$434.00
Fire Safety Specialist	\$170.00	\$255.00	\$340.00
Fire Sprinkler Fitter	\$221.00	\$331.50	\$442.00
Electrician	\$250.00	\$375.00	\$500.00
Security Specialist	\$181.00	\$271.50	\$362.00
Mechanic	\$260.00	\$390.00	\$520.00
Add All:	(plus \$50.00 truck charge)	(plus \$50.00 truck charge)	(plus \$50.00 truck charge)

Customers with an active Service Agreement will be eligible for the preferred customer labor rates listed below.

Preferred Customer Labor Rates:	Straight Time (M-F 8 AM to 5 PM) excl. Holidays	Regular Overtime (M-F 5 PM to 8 AM, & Sat) excl. Holidays	Sundays & Holidays
Automation Specialist	\$174.00	\$261.00	\$348.00
Fire Safety Specialist	\$136.00	\$204.00	\$272.00
Fire Sprinkler Fitter	\$177.00 (plus \$50.00 truck charge)	\$265.50 (plus \$50.00 truck charge)	\$354.00 (plus \$50.00 truck charge)
Electrician	\$200.00	\$300.00	\$400.00
Security Specialist	\$145.00	\$217.50	\$290.00
Mechanic	\$208.00 (plus \$50.00 truck charge)	\$312.00 (plus \$50.00 truck charge)	\$416.00 (plus \$50.00 truck charge)

Minimum Charge: Service involving travel to the customer site will incur a three-hour minimum labor charge for non active Service Agreements.

Material Rates: Customers with an active Service Agreement will benefit from a discount of 25% off the standard pricing for Siemens Building Technologies products. Customers without a Service Agreement will pay standard pricing for Siemens Building Technologies products.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND SIEMENS INDUSTRY INC.
FOR THE PROVISION OF MAINTENANCE OF FIRE SUPPRESSION EQUIPMENT SERVICES

TERM:

FROM: July 1, 2017 **TO:** June 30, 2020

SEE ATTACHED INSURANCE PROVISIONS

**AMENDMENT NUMBER THREE (3) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SIEMENS INDUSTRY INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Siemens Industry Inc. _____, of Fresno, California _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2017, on County of Inyo Standard Contract No. 116, for the term from July 1, 2017 to June 30, 2020.

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:

The option to extend the term of the Contract # 116 dated July 1, 2017 for the maintenance services of the fire suppression system/equipment at the Juvenile Center, expiring on June 30, 2022, shall be extended for a 5th year (July 1, 2022 through June 30, 2023) in the amount of \$3,621 to be billed and paid semi-annually and in advance (total amount for Year 5: \$7,242).

The effective date of this Amendment to the Agreement is July 1, 2022.

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

AMENDMENT NUMBER THREE (3) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SIEMENS INDUSTRY INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: [Signature] _____
Signature

Evan Finkenberg
Type or Print

Dated: 4/7/22 _____

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



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Jeffrey Thomson

SUBJECT: Amendment to Tulare County Agreement 30192

RECOMMENDED ACTION:

Request Board approve Amendment No. 30192 to the agreement between the County of Inyo and Tulare County to extend the agreement to July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

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. The two counties amended the agreement on July 1, 2017, July 1, 2018, and July 1, 2019, for an additional year. A new contract was completed and effective July 1, 2021. The Probation Department requests that the agreement be amended to include an extension of one (1) year, effective July 1, 2022, and expiring on June 30, 2023.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

All financial terms remain the same as the original agreement.

ATTACHMENTS:

1. Tulare Agreement
2. Tulare Agreement Amendment

TULARE COUNTY AGREEMENT NO. 30192

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

THIS AGREEMENT ("Agreement") is entered into as of MAY 25, 2021 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 (HIPAA) 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: Clint Quilter
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

By: [Signature]
Assistant Deputy Clerk

Approved as to Form
Inyo County Counsel

Date: 4/29/21

By: [Signature]
Deputy County Counsel

COUNTY OF TULARE

Date: 5/20/21

By: [Signature]
Chair, Board of Supervisors
"PROVIDER COUNTY"

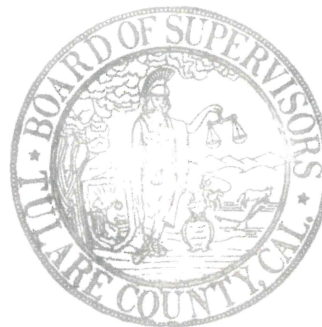
ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: Mercedes Lamob
Deputy Clerk

Approved as to Form
Tulare County Counsel

Date: 4/22/2021

By: Eric Scott
Deputy



Matter # 2021427 Date: 4/22/21

**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 ("HIPAA") 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 HIPAA'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
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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
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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.

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- 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.
- 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.

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.
- 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
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- 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
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- 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 FORM
REVISION APPROVED 01/01/2021

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

COUNTY OF TULARE
SERVICES AGREEMENT FORM
REVISION APPROVED 01/01/2021

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

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30192**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 30192 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("PROVIDER COUNTY") and **COUNTY OF INYO** ("RECIPIENT COUNTY") as of _____, with reference to the following:

- A. The PROVIDER COUNTY and RECIPIENT COUNTY entered into the Agreement on **May 25, 2021**, to obtain facilities and services for the detention and/or commitment of juvenile offenders;
- B. PROVIDER COUNTY and RECIPIENT COUNTY now wish to amend the Agreement to extend the term one additional year.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. **Section 1** of the Agreement, entitled "TERM", is hereby revised to read as follows:

TERM: This Agreement shall become effective as of **July 1, 2021** and shall expire at 11:59 PM on **June 30, 2023** unless otherwise terminated as provided in this Agreement.

- 2. This First Amendment becomes effective as of **July 1, 2022**.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 30192**

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

COUNTY OF INYO

Date _____

By _____
Chairman, Board of Supervisors

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

Approved as to Form:
County Counsel

By _____
Deputy Clerk

By  _____
Deputy

Matter # N/A

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

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

By _____
Deputy Clerk



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Jeffrey Thomson

SUBJECT: Modification to El Dorado County Agreement

RECOMMENDED ACTION:

Request Board approve the modified agreement between the County of Inyo and the County of El Dorado to increase the daily rate per youth placed at El Dorado Juvenile Detention Facilities to \$350.00 for non-reserved beds, \$400.00 for Commitment Programming, and \$475.00 for Secure Track Programming, contingent upon the Board's approval of future fiscal year budgets, and authorize the Chairperson and Chief Probation Officer 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 El Dorado County on October 14, 2016 to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement may be modified in writing and signed by all parties. The Probation Department requests that the agreement be modified to include the daily rate increase at El Dorado Juvenile Detention Facilities to \$350.00 for non-reserved beds, \$400.00 for Commitment Programming, and \$475.00 for Secure Track Programming effective after all signatures and approvals are obtained.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

FINANCING:

The daily rate increase at El Dorado Juvenile Detention Facilities to \$350.00 for non-reserved beds, \$400.00 for Commitment Programming, and \$475.00 for Secure Track Programming. This will be paid out of the Out Of County Budget (023101) Professional Services (5265).

ATTACHMENTS:

1. El Dorado Agreement for Juvenile Detention Facilities
2. El Dorado Agreement Amendment 1

APPROVALS:

Krystal Leonard
Darcy Ellis
Krystal Leonard
John Vallejo
Amy Shepherd
Krystal Leonard
Jeffrey Thomson

Created/Initiated - 4/15/2022
Approved - 4/18/2022
Approved - 4/18/2022
Approved - 4/18/2022
Approved - 4/18/2022
Approved - 4/18/2022
Final Approval - 4/18/2022

ORIGINAL

AGREEMENT FOR SERVICES #427-S1611

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and County of Inyo, a political subdivision of the State of California, whose principal place of business is 912 N Main St, Bishop, CA 93514, (hereinafter referred to as "Placing County");

RECITALS

WHEREAS, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Placing County desires to place a ward of its Juvenile Court in El Dorado's facility to the extent that such accommodation may exist; and

WHEREAS, it is the intent of the parties hereto that the placement of said ward(s) of the Juvenile Court conforms with all applicable federal, state and local laws; and

NOW, THEREFORE, El Dorado and Placing County mutually agree as follows:

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ARTICLE I

Scope of Services: The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve wards for acceptance into the facility, and may remove and/or terminate the bed space of a problem ward upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide the Chief Probation Officer of El Dorado, or their designee at the time of admission, a completed juvenile referral form, a copy of the Juvenile Wardship Petition, a Detention Order filed with the Clerk of the Court of the Placing County, a medical release, and any other documentation/information deemed necessary.

The Placing County must bring any medication, if so prescribed, with the ward or the medication maybe provided by the parent (s) or guardian (s) of the ward.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and may be terminated at any time by El Dorado and/or Placing County upon (30) days written notice to the other.

ARTICLE III

Compensation for Services: For services provided herein, Placing County agrees to pay El Dorado the sum of Ninety Dollars (\$90.00) per calendar day, for each ward placed within the Juvenile Detention Facility in a non-reserved bed or the sum of One Hundred Dollars (\$100.00) per calendar day, for each ward ordered to be placed within JTC Challenge Commitment in the Juvenile Detention Facility.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any ward detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any ward outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility (ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that El Dorado and Placing County are political subdivision of the State of California. As such, El Dorado and Placing County are subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of El Dorado business, El Dorado will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, El Dorado and Placing County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and El Dorado and Placing County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any El Dorado County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the El Dorado, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE VI

Audit by California State Auditor: Placing County acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Placing County shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by El Dorado and Placing County during the performance of services provided pursuant to this Agreement, shall be treated by El Dorado and Placing County and staff as confidential information. El Dorado and Placing County shall not disclose or use, directly or indirectly, at any time, any such confidential information. If El Dorado or Placing County receives any individually identifiable health information ("Protected Health Information" or "PHI"), El Dorado and Placing County shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Probation Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
ATTN: Chief Probation Officer

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Placing County shall be addressed as follows:

INYO COUNTY PROBATION SERVICES
912 N Main Street
Bishop, CA 93514
ATTN: Chief Probation Officer

or to such other location as the Placing County directs.

ARTICLE IX

Change of Address: In the event of a change in address for Placing County's principal place of business, Placing County's Agent for Service of Process, or Notices to Placing County, Placing County shall notify El Dorado County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE X

Indemnity: a. El Dorado agrees to indemnify, defend and hold harmless Placing County and Placing County officers, employees agents, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to Facility's (or El Dorado County's) performance of this agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of the Facility (or EL Dorado County), its employees or agents.

b. Placing County agrees to indemnify and hold harmless El Dorado (or Facility) and El Dorado County's (or Facility's) officers, employees, volunteers, agents, board members, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to Placing County's performance of this Agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of Placing County, its employees or agents.

ARTICLE XI

Independent Contractor: El Dorado County acknowledges that its employees, as well as any third-party contractors, shall be acting at all times as independent contractors in the performance of services under this Agreement, and not as employees of Mono County. El Dorado County, on behalf of itself and its employees and any and all third parties performing services under this Agreement, specifically disclaims any entitlement to compensation (other than that specifically contemplated in this Agreement for services rendered); employment benefits; eligibility for the California Public Employees Retirement System through Mono County; or any other incidentals of an employment relationship.

ARTICLE XII

Prison Rape Elimination Act (PREA): El Dorado will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Placing County acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the contract.

ARTICLE XIII

Nonassignment: Except for the provision of third-party services as contemplated in Article III (such as medical and dental care), the Parties hereto agree that neither of them shall assign its rights nor delegate, subcontract, or otherwise transfer its obligations hereunder without the prior written consent of the other.

ARTICLE XIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Vince Janette, Deputy Chief Probation Officer, Probation Department or successor.

ARTICLE XV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

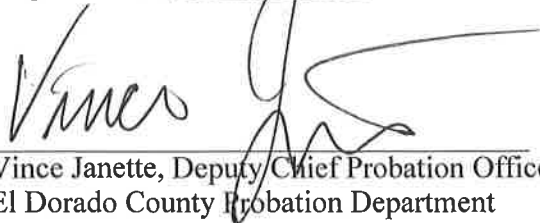
ARTICLE XVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

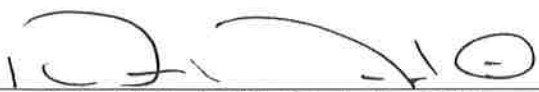
ARTICLE XIX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:


By:  Dated: 8/24/14
Vince Janette, Deputy Chief Probation Officer or Successor
El Dorado County Probation Department

Requesting Department Head Concurrence:

By:  Dated: 8/23/16
Brian Richart, Chief Probation Officer or successor
El Dorado County Probation Department

-- PLACING COUNTY --

Requesting Department Head Concurrence:

By:  Dated: 10/10/16
Jeffrey Thomson, Chief Probation Officer or successor
Inyo County Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/13/16

By: [Signature]
Ron Mikulaco, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 9/13/16

-- PLACING COUNTY --



Dated: 10-11-16

By: [Signature]
Chairperson
Board of Supervisors
"County of Inyo"

ATTEST:
Kevin D. Carunchio
Clerk of the Board of Supervisors

By: [Signature]
Assistant Clerk

Dated: 10-14-16

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5851/427-S1611

THIS FIRST AMENDMENT to that Agreement for Services #5851 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and County of Inyo, a political subdivision of the State of California, whose principal place of business is 1360 N Main St, Suite 162, Bishop, CA 93514, (hereinafter referred to as "Placing County");

RECITALS

WHEREAS, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code, in accordance with Agreement for Services #5851/427-S1611, dated October 11, 2016, incorporated herein and made reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to amend the Whereas Clauses Two and Three, Scope of Services, and Compensation for Services of said Agreement to change all instances of the word "ward" to "youth," as youth is the appropriate term to utilize pursuant to regulation and law, hereby amending **Whereas Clause Two; Whereas Clause Three; Article I, Scope of Services;** and **Article III, Compensation for Services;**

WHEREAS, the parties hereto have mutually agreed to increase the non-reserved, per day, per youth rate to \$350.00; the per day, per youth ordered to the Juvenile Detention Facility Commitment Programming rate to \$400.00; the per day, per youth ordered to the Juvenile Detention Facility Secure Track Program rate to \$475.00; and define rates for youth held less than twenty-four (24) hours; of said Agreement, hereby additionally amending **Article III, Scope of Services;** and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Placing County mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

I. WHEREAS CLAUSE Two of the Agreement is amended in its entirety to read as follows:

WHEREAS, Placing County desires to place a youth in El Dorado's facility to the extent that such accommodation may exist; and

II. WHEREAS CLAUSE Three of the Agreement is amended in its entirety to read as follows:

WHEREAS, it is the intent of the parties hereto that the placement of said youth conforms with all applicable federal, state and local laws; and

III. ARTICLE I, Scope of Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE I – Scope of Services:

The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve youth for acceptance into the facility, and may remove and/or terminate the bed space of a problem youth upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide all documentation and information deemed necessary at time of booking.

The Placing County must bring any medication, if so prescribed, with the youth or the medication may be provided by the parent(s) or guardian(s) of the youth.

IV. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III – Compensation for Services:

For services provided herein, for the period beginning with the effective date of this amendment and continuing through the remaining term of the Agreement, Placing County agrees to pay El Dorado the sum of Three Hundred Fifty Dollars (\$350.00) per calendar day, for each youth placed within the Juvenile Detention Facility in a non-reserved bed; the sum of Four Hundred Dollars (\$400.00) per calendar day, for each youth ordered to be placed within Commitment Programming; or the sum of Four Hundred Seventy-Five Dollars (\$475.00) per calendar day, for each youth ordered to be placed within the Secure Track Program.

Youth held for twelve (12) hours or less shall be charged one-half (1/2) the respective daily rate; youth held over twelve (12) but up to twenty-four (24) hours shall be charged the respective full daily rate.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any youth detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any youth outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility(ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

Except as herein amended, all other parts and sections of Agreement for Services #5851 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5851 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- PLACING COUNTY --

By: _____
Chair
Board of Supervisors
"County of Inyo"

Dated: _____

ATTEST:
Clerk of the Board of Supervisors
County of Inyo

By: _____

Dated: _____



County of Inyo



Probation

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Jeffrey Thomson

SUBJECT: Amendment No. 7 to the Agreement between the County of Inyo and Noble Software Group, LLC.

RECOMMENDED ACTION:

Request Board approve Amendment No. 7 to the agreement between the County of Inyo and Noble Software Group, LLC. of Redding, CA to extend the agreement from July 1, 2022 to June 30, 2023 with the cost of \$6,004.95 for the annual hosting fee (up to 19 Users) and \$800 for quality assurance (IRR Site Access, 8 Users), and to remove Section 23 and add Section 22.5 to the agreement, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

Noble Software Group, LLC ("NOBLE") provides, administers, and hosts a web-based, non-exclusive licensed juvenile and adult Probation assessment and case planning software package. This Evidenced Based Practiced tool is used to determine the protective factors and risk needs of both adult and juvenile offenders with a respective automated case plan; Reentry and Jail Intake Tools; an evidence based Detention Release Tool for juvenile facilities. The Inyo County Probation Department has had an Agreement with Noble Software Group, LLC. using their software package since October 12, 2015. The assessments and case plans are integrated with our case management system. Both parties would like to extend the Agreement from July 1, 2022 to June 30, 2023 and remove Section 23 - Limitation of Liability from the original Agreement, and add Section 22.5 - Inyo County, its officers, officials, employees, and volunteers are covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Rejecting the request to extend the Agreement and make changes to the original Agreement is not recommended because this will disrupt the current case plans and tools we currently utilize each day for adult and juvenile clients.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

Monies will be budgeted in the Fiscal Year 2022-2023 budget out of both the Probation – General (023000) Budget and Juvenile Institutions Budget (023100) General Operating Object Code 5311.

ATTACHMENTS:

1. Noble Software Group, LLC Agreement
2. Noble Software Group, LLC Agreement Amendment 7

APPROVALS:

Krystal Leonard	Created/Initiated - 4/20/2022
Darcy Ellis	Approved - 4/21/2022
Krystal Leonard	Approved - 4/21/2022
John Vallejo	Approved - 5/4/2022
Amy Shepherd	Approved - 5/4/2022
Krystal Leonard	Approved - 5/4/2022
Jeffrey Thomson	Final Approval - 5/4/2022

SOFTWARE HOSTING AGREEMENT
between
NOBLE SOFTWARE GROUP, LLC
and
THE COUNTY OF INYO, PROBATION DEPARTMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into and effective October 12, 2015 by and between Noble Software Group, LLC, (hereinafter called "Noble"), and the Inyo County Board of Supervisors on behalf of the Probation Department, located at Independence, California (hereinafter called "County").

RECITALS

WHEREAS, County desires to obtain a non-exclusive license to use certain proprietary software and related documentation from Noble under the terms and conditions of this Agreement; and

WHEREAS, Noble desires to grant such license to County as a Hosting service under the terms and conditions of this Agreement and to perform additional services, including but not limited to installation, integration, testing, and training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. **DEFINITIONS**

1.1 "Access" means the ability of County to operate accurately and effectively from all its respective work environments, Noble's Hosting Software Applications, and the System.

1.2 "Account Setup/Configuration" means the initial Access related setup of each of County employee's information into the web applications, and any other System Applications and System as defined herein.

1.3 "Agreement" means this Agreement including the following Exhibits:

Exhibit A Licensed Software

Exhibit B Third Party Materials

Exhibit C Schedule of Fees

Exhibit D Pricing

Exhibit E Model Work Order

which are incorporated herein for all purposes.

- 1.4 “Anonymized” means Data information that has been stripped of all identifying information that can tie it to a specific individual such that said information cannot thereafter be used to identify the individual.
- 1.5 “CMS” means County’s case management system.
- 1.6 “Customization” means modifications to the Software Applications to meet specific County needs.
- 1.7 “Data” means information initially in the possession of County identified herein or in any attachment hereto relating to probationers and other individuals within the criminal justice system that may include such elements as may or may not be deemed to be personal information.
- 1.8 “Documentation” means text materials which describe the design, function, operation and use of the Licensed Software and which are customarily delivered by Noble to licensees thereof.
- 1.9 “Hosting” means providing and maintaining the facility that stores the physical computer and network structure which (i) runs the Software Applications, (ii) stores and backs up the Data information, (iii) secures the Data information, and (iv) makes the application and stored Data information available to the County through an internet-connected personal computer interface.
- 1.10 “Hosting Site” means an internet-based website maintained by Noble for the purposes of delivering the Licensed Software to the County.
- 1.11 “Integration” means an optional process provided by Noble to County by which a computer-controlled interface is created between the Software Applications on the one hand, and existing County case management systems on the other, pursuant to which said process Data information is periodically transferred from one automated environment to another in a secure manner.
- 1.12 “Intellectual Property” means all intellectual property rights related to the assets or businesses of each respective party from which the asset or business originated from, including: patents; copyrights; trade names; trademarks; service marks; trade secrets; inventions; databases; names and logos; trade dress; technology; know-how; and, other proprietary information and licenses from third parties granting Noble the right to use any of the foregoing. The term “Intellectual Property” also includes: all computer applications, programs and other software, including without limitation, operating software, network software, firmware, middleware, and design software; all design tools, System Documentation and instructions; databases; product literature; artwork; design, development and manufacturing files; formulations and specifications; quality records and reports; and, other books, records, studies, surveys, reports, plans and documents. The term “Intellectual Property” **does not** include the Data information.

- 1.13 “Licensed Software”: The source and object code software identified in Exhibit A as Licensed Software, delivered solely by the Hosting Site.
- 1.14 “Maintenance” means all updates and modifications to any and all applications, underlying software, computer equipment, networks and operating systems, done on either a periodic or an emergency basis, that are needed to maintain the functionality, security and operational viability of the Software Applications and the System.
- 1.15 “Materials” means programs, program upgrades, source code, object code, executable code, website, functional systems, ideas, inventions, procedures, technology, research, marketing, memoranda, discs, diskettes, devices and information and documentation of the same.
- 1.16 “Quality Assurance” means the ability to assist with determining the accuracy and validity of the assessments created and completed by Staff, including a review of Data elements and training for Staff.
- 1.17 “Security” means a protection against the unauthorized use (including but not limited to unauthorized downloading, unauthorized viewing, unauthorized copying and unauthorized forwarding), loss, misuse and alteration of any County information under Noble’s control.
- 1.18 “Site” means the web address or URL, using either a name or IP address that denotes the location of the Hosting Application.
- 1.19 “Software Applications” means the enterprise and/or Hosting Application, including, but not limited to, all code, source code, database(s), database structure(s), designs, functions, features, interfaces, screens, graphs, graphical representations, formulas, algorithm(s), third-party tools, tool kits, files, folders, updates, propagations, patches, versions, and assessment instruments and questionnaires.
- 1.20 “Staff” means Inyo County personnel unless otherwise noted.
- 1.21 “System” means the entire environment in which the software operates, including but not limited to, all hardware and software that in any way affects the way in which the software operates, e.g., connectivity, speed, and reliability.
- 1.22 “Third Party Materials” mean those products specified as such in Exhibit B which will be procured by Noble from a third party for delivery to County. Unless identified in Exhibit B or upon notice and written approval of County, Noble will not deliver any Third Party Materials.
- 1.23 “Training” means the process of informing and familiarizing Staff in the use of Noble’s risk assessment and other Software Applications at sites and times determined by the County. Training includes services provided by any and all Noble staff, training materials and Systems required to comprehensively communicate and instruct Staff.

- 1.24 "User Position" means workstations, personal or desktop computers, terminals or other items installed to support and be dedicated to, at any one time, a single individual as part of the Licensed Software.
- 1.25 "Work Order" means a written document, in substantial conformity with the model work order in Exhibit E, signed by both parties, specifying the mutually-agreed upon terms for the performance of additional tasks by Noble and which, upon performance, shall be included in and governed by all other terms and conditions of this Agreement. If the Work Order calls for the development of software, the Work Order shall also specify ownership of any Intellectual Property created thereby in a manner consistent with the title provisions of this Agreement set forth in Section 7 ("Title"), below, and the acceptance criteria for such software.

2. TERMS

- 2.1 Initial Term. The term of this Agreement shall be from October 12, 2015 (the "Effective Date") to June 30, 2016, by and between Noble Software Group, LLC, (hereinafter called "Noble"), and County of Inyo, located at Independence, California (hereinafter called "County")(collectively the "parties") unless sooner terminated per the Agreement terms. In addition, the County will have the option to renew the Agreement for each subsequent year on the 1st of July, unless sooner terminated per the Agreement terms. The option shall be for a one (1) year period which may be exercised again at the end of the applicable option year.
- 2.2 Exercising Option to Renew. The option to renew the Agreement each year beginning the 1st of July, may be exercised by the County so long as:
- (a) Neither Noble nor County has terminated or cancelled this Agreement for any reason.
 - (b) Neither Noble nor County is in default on any terms or conditions of Agreement.
- 2.3 Manner in Which Option is Exercised.
- (a) County may exercise the option to renew no earlier than three (3) months before expiration or the initial term of this Agreement or any extension thereof.
 - (b) County must notify Noble in writing of its intent to exercise an option at least thirty (30) days before expiration of the Agreement, or renewal thereof.
- ## 3. NOBLE'S SCOPE OF TASKS
- 3.1 Upon execution of this Agreement and receipt of the license fees due hereunder, Noble will promptly deliver a Hosting Site with the Licensed Software to County and accomplish its responsibilities under this Agreement provided that County timely completes its responsibilities under this Agreement, specifically including those set forth in Section 4 County Tasks.
- 3.2 County is responsible for meeting the environmental site requirements set forth in Section 4 County Tasks in a timely manner and at the County's cost.

- 3.3 County may request the performance of additional tasks. If Noble agrees, each such task will be documented in a Work Order which will specify the tasks to be performed, the deliverables, the time table for performance and the basis for payment whether on a fixed-price ("Fixed Price") or time-services-materials-and-expenses (T&M") basis. Unless specified otherwise in the Work Order, the terms and conditions of this Agreement shall apply to performance of the Work Order. The pricing for T&M work shall be at Noble customary pricing schedules unless a specific price is set forth in the Work Order.
- 3.4 Noble shall provide administer, and host a web-based, non-exclusive licensed juvenile and adult Probation assessment and case planning software package ("Software Applications"), including but not limited to: installation, integration, maintenance, testing and Quality Assurance. The hosting solution allows access from a standard web browser that includes library of risk and needs instruments, specifically an evidenced based assessment tool used to assess adult offenders' risk to reoffend and determine top criminogenic needs with respective automated case plan; an evidence based assessment tool used to determine the protective factors and risk needs of juvenile offenders with a respective automated case plan; reentry and jail intake tools; an evidence based detention release tool for juvenile facilities; Prison Rape Elimination Act (PREA) risk assessment tool for juvenile facilities; and, a program that takes data from multiple sources and allows the County to report against that data set.
- 3.5 The system flow will be built in a manner in which data electronically submitted from the County's CMS will be processed by the assessment software as described with results electronically returned and updated to the CMS in a real-time, on-demand fashion.
- 3.6 In addition, Noble will perform additional services, including but not limited to, consulting and staff training of the Noble software under the terms and conditions of subsequent Work Orders (defined below) issued under this Agreement.
- 3.7 Noble shall ensure that the web-based software package is compatible, at minimum, with Internet Explorer 9 and ensure compatibility with new versions of Internet Explorer as they are released. County users shall be able to log-on successfully and Access the Software Applications while running Windows from their workstations and from their electronic tablet. The page navigation function of the Software Applications shall work reliably and with full functionality when Data information is entered or transferred or otherwise input into the System. Data information entered or transferred or otherwise input into the System shall appear on-screen reliably and accurately when called-up by County users utilizing the Software Applications.
- 3.8 Noble shall provide on-going availability for tool, case plan, and Motivational Interviewing (MI) training by a qualified Noble staff.
- 3.9 Noble shall establish, provide and maintain on-going technical/customer support of the Software Applications and System.
- (a) Noble's customer support obligation shall include the following communication channels:

1. Telephone Support: Noble shall maintain telephone support from a help desk during regular business hours to assist County in reporting problems and in providing first-line support in the use and operation of the Software Applications and the System.
 2. Internet Email: Noble shall maintain an email address for the express purpose of providing customer support to County. Noble shall maintain email support during regular business hours to assist County in reporting errors and in providing first-line support in the use and operation of the Software Applications and System.
- (b) Noble and County agree that County's point of contact for maintenance and support of the Software Applications and the System will be designated employees from the County, whose names will be provided on execution and updated as necessary thereafter. The designees will act as the support liaisons between Noble and County.

3.10 Noble shall at all times make a reasonable effort to provide modifications or additions to correct errors in the Software Applications and the System as reported by County. Upon notification from County as an error, whether via telephone or email, Noble will assign a priority level to the error, which priority level will be determined according to the following criteria:

- (a) Priority A: an error that results in the Software Applications and the System being substantially or completely nonfunctional or inoperative. Noble agrees to provide a correction or "work-around" solution to Priority A errors within two (2) business days after such errors is first reported to Noble, and a full solution to such errors no later than fifteen (15) business days after said error is first reported to Noble.
- (b) Priority B: an error that results in the Software Applications and the System operating or performing other than as represented, but which does not have a material adverse impact on the performance of the Software Applications and the System. Noble agrees to provide a correction or "work-around" solution to Priority B errors within seven (7) days after said error is first reported to Noble, and a full solution to such errors no later than thirty (30) business days after said error is first reported to Noble.

Noble will make all reasonable efforts to correct any and all errors or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution to the error.

3.11 Noble shall continue in its efforts to improve the Software Applications and provide on-going updates with research without: (i) impacting the Software Application's evidence-based efficacy; (ii) changing the Software Applications' operational usability (requiring additional training); (iii) requiring the County to incur greater costs than outlined in this contract; or (iv) putting at risk the statistical validity of the Software Applications. Noble's improvements may be cosmetic, may include added features, and may involve the release of new versions of the original tool or modifications thereto.

3.12 Noble shall provide on-going review (at least yearly) of business rules to determine if they are meeting standards of Evidence Based Practices (EBP).

3.13 Noble shall provide automated case plan training.

- 3.14 Noble shall transfer historical Data from County's current Probation Assessment and CMS. Transferred data will include users, subjects, and the PACT, PACT-Pre, ONA, and SRA assessments. Case plans and case plan data will not be migrated.
- 3.15 Noble shall provide for County's benefit backup procedures and safeguards for any Data stored on the provided System. Noble shall implement and maintain all Security policies, processes, procedures, software and actions as needed to protect and preserve County's Data information, and County's use thereof, including but not limited to the following: (i) regular, complete backup of County's Data information as well as all other data needed to maintain the full functionality of the Software Applications together with County's use of the Data information therewith; (ii) reliable recovery processes and software; (iii) user identification and password encryption procedures and software; (iv) effective regularly updated firewall software; (v) secure and encrypted Data information communications systems and procedures; and (vi) a secure operations center based on current industry standards that is sufficient to prevent the loss and/or disclosure or transmission of Data information to unauthorized third parties. Access to the Software Applications will be with an encrypted and valid user identification and password combination. Password protected information shall be accessible only to authorized County users. County Data information shall not be communicated, transferred, or conveyed to any other entity, including but not limited to, State or Federal agencies, without the express written permission of the County.
- 3.16 Noble shall provide real time, on-demand, bi-directional data integration with CMS to auto-populate the assessment tools and capture resulting analysis within CMS.
- 3.17 Noble shall provide Continuous Quality Improvement (CQI) plan.
- 3.18 Noble shall provide to the County the ability to customize the System to include additional tools implemented by the County.
- 3.19 Noble shall provide a program that takes data from multiple sources and allows you to report against that data set that accesses standard reports, and training to run reports and provide statistical information.
- 3.20 Noble shall provide support with internal booster training – either trainers, curriculum, and/or training/test site for CQI.
- 3.21 Noble shall provide the ability for sending electronic signatures.
- 3.22 Noble shall provide the option of sending case plans to offenders via an encrypted email.
- 3.23 Noble shall at all times maintain the Software Applications, the System and the Data information, as well as maintain any Customization, Implementation, and Integration performed for County in relation thereto. Noble's performance of its Maintenance obligations shall be undertaken and completed in such a way that the operation and functionality of the

Software Applications and the System shall not be negatively affected during regular business hours. All Maintenance required hereby will be at Noble's sole expense and will not be an additional cost to the County.

4. COUNTY'S SCOPE OF TASKS

County is responsible for the following:

- 4.1 County is responsible for meeting the environmental site requirements set forth below, in a timely manner and at the County's cost:
- (a) County will provide the necessary hardware, operating system software, web server software, and database software for the installation of the Licensed Software, as agreed between Noble and the County. Implementation services such as installation, implementation, and training will be executed as a separate Work Order referencing this Agreement.
 - (b) County will provide an appropriate environment during normal business hours, upon reasonable notice, for Noble's on-site support personnel and training staff to work at County's site.
 - (c) County will provide network related services to allow Noble to access the Licensed Software.
 - (d) County will provide County operating systems and platforms with Microsoft Internet Explorer 9 or better, as well as Adobe Reader for the viewing of any reports.
- 4.2 County will make available all on-site training facilities required by County to accomplish all necessary Training.
- 4.3 County understands and acknowledges that Noble will not be liable for network-related problems not under Noble's control, and attributable to the operation of the Software Applications on the County's network.
- 4.4 County understands that Noble does not warranty that the functions, contained in the Software Applications, will be entirely uninterrupted or error free.

5. CONSIDERATION

- 5.1 In consideration of Noble's performance, County agrees to pay Noble in accordance with the following provisions:
- (a) License and Other Fixed Price Fees. The charges for Licensed Software and other fixed price items are or shall be set forth in Exhibit D or Work Orders and payable as set forth therein or, if not set forth, payable as follows: one-third due upon execution of this Agreement or the applicable Work Order, one-third upon delivery, and the balance payable upon acceptance.
 - (b) T&M Fees. Noble will only be paid or reimbursed for travel expenses or per diem which Noble incurs in providing services and work under this Agreement with the written consent of County.

- (c) No Additional Consideration. Except as expressly provided in this Agreement, Noble 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, Noble 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 or 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 Noble for all services and work to be performed under this Agreement shall not exceed eight thousand seven hundred nineteen and no/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Noble for services or work performed which is in excess of the contract limit.

5.2 A service charge of one and one-half percent (1.5%) per month, or the highest lawful interest rate, whichever is lower, will be applied to all amounts which are not paid within fifteen (15) business days after notice is given that payment is overdue.

6. FUNDING LIMITATION

6.1 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 Noble 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 Section 30 (Amendments).

7. TAXES

7.1 County agrees to indemnify and hold Noble harmless from any taxes including, but not limited to, sales tax, use tax, withholding, value-added or similar tax, and property taxes that may be assessed or levied by any jurisdiction arising out of the performance of this Agreement but excluding any taxes based upon or determined by reference to Noble's income or level of business activity ("Taxes"). It is understood and agreed that the prices and estimates set forth in this Agreement do not include provision for Taxes and Noble does not collect such taxes for deposit with any federal, state or local taxing authority.

8. ACCEPTANCE

8.1 Unless the parties agree otherwise herein or in a Work Order, the Licensed Software will be considered accepted upon delivery. In the event that there are multiple sites, acceptance of the Licensed Software, or any part thereof, at the first such delivery shall constitute acceptance at all subsequent sites.

8.2 If a Work Order calls for installation and acceptance testing, the parties agree to the following procedure.

- (a) Following proper installation of the Licensed Software by Noble pursuant to the Work Order, unless specified in the Work Order, the parties will perform the acceptance tests provided by Noble for the purpose of determining that the Licensed Software performs substantially in accordance with its Documentation or, in the case of new software development, substantially in accordance with County's functional requirements for such software. If the Licensed Software (including newly developed software) substantially performs the acceptance tests, County shall notify Noble within five (5) days, and the date of notification shall be the acceptance date. Failure to do so will constitute acceptance. Testing will be scheduled in accordance with the implementation plan set forth in the Work Order.
- (b) If County fails to notify Noble of any material defect within thirty (30) days of installation of the Licensed Software, the Licensed Software shall be deemed accepted by County.
- (c) If County notifies Noble in writing and demonstrates to Noble that the Licensed Software has not substantially met the acceptance tests, Noble shall make corrections and modifications to the Licensed Software so as to meet such criteria. The charges for corrections and modifications to Fixed Price components are included in the Fixed Price established therefor. The charges for corrections and modifications to T&M components will be charged on a T&M basis.
- (d) Corrections and modifications will be accomplished on a timely basis to make the Licensed Software ready for retesting by County. The parties shall repeat the acceptance tests as soon as reasonably requested by Noble and County shall notify Noble within five (5) days after such tests have been conducted if and when the Licensed Software is accepted. In the event that the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), County may issue a conditional acceptance, upon terms acceptable to both parties, which will permit utilization in production and continued correction by Noble of any defects. If County declines to grant conditional acceptance, then County may terminate this Agreement in accordance with terms and conditions of this Agreement. Otherwise, the date of the last such test shall be the acceptance date.
- (e) In the event the Licensed Software (or parts thereof) does not pass the applicable acceptance test(s), but is utilized by County in a production environment for a period of thirty (30) consecutive business days, it shall be deemed accepted for all purposes as if it had successfully passed such acceptance test(s).

9. TITLE

- 9.1 Noble shall retain title to all Intellectual Property rights embodied in the Licensed Software, Documentation and any modification or enhancement of the Licensed Software or Documentation made under this Agreement or any Work Order ("Noble Property").

- 9.2 County shall retain title to all Intellectual Property rights embodied in non-Licensed software, and any modification or enhancement thereof, that is provided or developed solely by County without any violation of the terms of this Agreement and which is not Noble Property ("County Property").
- 9.3 The parties agree that performance hereunder may result in the development of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to the Noble Property and/or County Property, which may be delivered by Noble or embedded in Noble's deliverables ("New Property"). The parties agree that ownership of New Property shall be determined on a case by case basis prior to the execution of a Work Order requiring the delivery of any New Property and such ownership shall be clearly detailed in such Work Order. The parties intend for the designation of ownership in the Work Order to be consistent with (but not necessarily bound by) the following guidelines:
- (a) New Property which contains County's proprietary or confidential information shall belong to County to the extent it contains such information; and
 - (b) New Property which contains Noble's proprietary or confidential information shall belong to Noble to the extent it contains such information; and
 - (c) Any other New Property for which ownership is not allocated by Work Order or by the above default rules shall belong to Noble.
- 9.4 In as far as Data entered into the system by County, such Data shall be deemed to be owned by County. Noble shall have right to use such Data in an anonymous fashion, for the purposes of research and validation. Any other commercial use requires notice and County's approval. Anonymous Data is defined, for the purposes of this section, to refer to Data that have had all personally identifying characteristics removed, destroyed, obfuscated, or otherwise rendered de-identifying of the person to whom they relate. County shall have the right to rescind its approval for Noble's right to use the Data at any time, either through oral or written notice.

10. LICENSE

- 10.1 In accordance with the terms herein, Noble grants to County, and County accepts from Noble, a personal, non-exclusive and non-transferable (except as otherwise specifically provided by this Agreement) hosting service license to use the current version of Licensed Software (or any other version provided to County by Noble) on Noble's hosting servers for the term of this Agreement.
- 10.2 Software shall be able to be used at any of County's business premises and/or in the course of business via an internet serviced device, such as a tablet, without the prior approval of Noble. The Licensed Software may not be used at other locations unless Noble is notified and approves otherwise, such approval not to be unreasonably withheld. Use of the Licensed Software may be subsequently transferred to other locations maintained by County, provided (1) the total number of User Positions at which the Licensed Software is used by County does not exceed the number of User Positions specified in Exhibit A; and (2) County provides Noble with written notice within thirty (30) days after such transfer.

- 10.3 The Licensed Software shall be used only for the processing of County's own business. County shall not permit any third party to use the Licensed Software. Authorized agents or contractors of County acting for County shall not be considered "third parties."
- 10.4 County shall not use or allow the use of the Licensed Software (a) for rental or in the operation of a service bureau; (b) through terminals located outside County's business premises by persons not employed by or under contract with County; or (c) as on-line control equipment in the operation of a nuclear facility, aircraft navigation or aircraft communication systems, or air traffic control machines.
- 10.5 County shall not, either directly, or through a third party, reverse engineer, disassemble or decompile any software provided by Noble, or make any attempt in any fashion except as specifically provided in this Agreement to obtain the source code to the Licensed Software, nor shall County reproduce or distribute, the Licensed Software or Hosting Site, or any part thereof, as part of any other software program. Further, County may not create any software program which makes direct function calls to any libraries which are Third Party Materials and which are designated as unavailable for such purposes in Exhibit B.
- 10.6 County is strictly prohibited from installing any third party software on Noble's servers without the express written authorization of Noble.
- (a) In the event that the authorized third party software disrupts Noble's server, Noble shall have the right to temporarily disable the software until the problem can be resolved.
- (b) In the event that the County installs third party software on Noble's servers without the express written authorization of Noble's, Noble shall have the right to terminate the Services without notice pursuant to Section 10 herein.

11. COUNTY PROPERTY

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

12. TERMINATION

- 12.1 Each party has the right to terminate this Agreement and license(s) granted herein:
- (a) Upon written notice if the other party, its officers or employees violate any material provision of this Agreement including, but not limited to, Section 25 ("Confidentiality") or Section 5 ("Consideration"), provided that the non-breaching party is in substantial compliance with the terms of this Agreement. The default notice must be clearly identified as such, be referenced to this Section 12, and specify in detail the basis for the alleged material breaches. Except with regard to breaches of confidentiality (which shall be ten [10] days) and payment obligations (which shall be fifteen [15] business

days), the breaching party shall have thirty (30) days from receipt of such notice to correct such breach;

- (b) In the event the other party (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute or (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority.

- 12.2 In the event of termination by reason of County's failure to substantially comply with any material part of this Agreement, or upon any act which shall give rise to Noble's right to terminate, Noble shall have the right, at any time, to terminate the license(s), deactivate the Hosting Site, and take immediate possession of the Licensed Software and documentation and all copies wherever located, without additional demand or notice. Within five (5) days after termination of the license(s) as provided above, County will return to Noble any Licensed Software in the form provided by Noble or as modified by County at County's cost only if the license is terminated due to County's default or breach, or upon request by Noble destroy the Licensed Software and all copies, and certify in writing that they have been destroyed. Termination under this Article shall not relieve County or Noble of obligations regarding Confidentiality (Section 25).
- 12.3 Without limiting any of the above provisions, in the event of termination as a result of County's failure to substantially comply with any of its material obligations under this Agreement, County shall continue to be obligated for any payments due. Termination of the license(s) shall be in addition to and not in lieu of any equitable or other remedies available to Noble.
- 12.4 Notwithstanding anything contained in this Section 12 to the contrary, once County has made full payment of the license fee for any particular term of hosting the Licensed Software, Noble cannot terminate the license granted hereunder with respect to such program, except for an uncured breach by County of the terms of Section 10 ("License"), a breach of Section 12.6, Section 17 ("Compliance with Law"), Section 25 ("Confidentiality") or Section 29 ("Assignment").
- 12.5 Notwithstanding anything herein to the contrary, in the event of termination of this Agreement by County for cause prior to acceptance of the Licensed Software, the software licenses granted hereunder shall be canceled and County shall discontinue use of the Licensed Software and Hosting Site and return all copies thereof to Noble and Noble shall refund any license fees paid. Upon such termination and return of the Licensed Software and repayment, the parties hereto shall be discharged of all further liabilities under this Agreement except for such liabilities arising out of the continuing obligations of Section 25 (Confidentiality) and Section 14 (Non-solicitation of Employees).
- 12.6 Notwithstanding anything herein, pursuant to Section 10 (Licenses) and 17 (Compliance With Laws), Noble may immediately terminate this Agreement and withdraw the Hosting Site and the provision of any services in the event that a court of competent jurisdiction determines that:

- (a) County used or allowed, authorized or assisted the Hosting Site to be used for illegal purposes; or
- (b) County downloaded or installed a Third Party Material to its Hosting Site without the express written authorization of Noble.

12.7 Under circumstances other than those set forth above, this Agreement may be terminated by County upon the giving of thirty (30) days advance written notice of an intention to terminate to Noble.

12.8 Noble agrees that if the Software Applications stop functioning or become unusable through no fault of the County or systemic failure of the internet, but because the failures within Noble's control or environment, Noble will refund to County, within sixty (60) days of the above referenced failure, the pro-rated amount of the current Quarter's pre-paid, hosting services fees, for County's loss of service access.

12.9 Upon termination for any reason, Noble agrees to return all such Data information in Microsoft SQL backup file format with entire database structure including database logs to the County at the expiration or termination of this Agreement, as well as to destroy any and all backup copies and prior versions and/or formats of the Data information obtained from County using Noble's Software Applications products and services.

13. WARRANTIES

13.1 Noble warrants that, for thirty (30) days following County acceptance of the Licensed Software furnished under this Agreement or the deliverables provided pursuant to a Work Order hereunder (the "Warranty Period"), the Licensed Software, exclusive of Third Party Materials, will substantially conform to the accepted level of performance as set forth in Section 8.2(a) ("Acceptance"). To the extent that County notifies Noble in writing during the applicable Warranty Period of any material non-conformity of the Licensed Software or deliverables with such acceptance level, and provides Noble with (a) County's estimation of the severity of such non-conformity and (b) such printouts, typescripts, documentation and other details of such non-conformity as Noble shall request, Noble's sole obligation is to use reasonable commercial measures to remedy or provide a work-around for such defect. In determining the timing of its response, Noble shall be entitled to take into account the severity of the defect. In the event that Noble determines that the Licensed Software is not defective in such respect, County shall reimburse Noble for its services at Noble's then current consulting rate for such services.

13.2 To the extent its agreement with a supplier of Third Party Materials permits, Noble shall pass through to County any performance warranty relative to such Third Party Materials; provided, however, that Noble makes no additional or supplemental warranty with respect thereto.

13.3 Noble warrants that it has, and on the date of acceptance of the Licensed Software will have, the full right and authority to grant this license and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Noble is a party or by which it is bound.

- 13.4 Noble warrants that its technical and consulting services will be of a professional quality conforming to generally accepted industry standards and practices. During the thirty (30) day period following completion of any such services, Noble shall, upon receipt of written notice from County describing a breach of the foregoing Warranty in such reasonable detail as is requested by Noble, perform the services described in such written notice so as to conform to generally-accepted industry standards and practices.
- 13.5 These warranties do not cover defects or nonperformance due to causes and products external to the Licensed Software, and are not valid with respect to such defects or nonperformance.
- 13.6 If the Licensed Software is not in substantial compliance with the warranties contained in this Agreement at the end of the Warranty Period, Noble shall extend the Warranty Period until the Licensed Software is brought into such compliance.
- 13.7 If any modification is made to the Licensed Software by County without Noble's approval, this Warranty shall immediately be terminated with respect to such modified software. Correction for difficulties or defects traceable to County's unauthorized modifications or unauthorized systems changes shall be billed to County at Noble's standard time and material charges.
- 13.8 Noble makes no warranties with regard to Third Party Materials. Along with the transfer of title, Noble agrees to transfer and assign to County all of Noble's rights and interests in and with respect to all purchase agreements for Third Party Materials being supplied under this Agreement between Noble and other manufacturers and distributors, subject to any limitations set forth in such agreements relating to such transfers. Upon request by County, all purchase agreements will be submitted to County for prior approval. Noble will execute any documents or instruments reasonably necessary to effect the transfer and assignment of Noble's rights and interests thereunder. Noble makes no representation as to the effectiveness, adequacy or enforceability of such transferred rights.
- 13.9 ALTHOUGH THE WARRANTIES IN THIS SECTION 13 ARE LIMITED WARRANTIES COUNTY SHALL ADDITIONALLY RECEIVE ALL STATUTORY WARRANTIES INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, CONTRACTOR OR EMPLOYEE OF NOBLE, EXCEPT NOBLE'S DULY AUTHORIZED REPRESENTATIVE, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF NOBLE AS SET FORTH HERE.
14. NON-SOLICITATION OF EMPLOYEES
- 14.1 Each party agrees that, during the period of performance of this Agreement, and for a period of one (1) year following completion of the period of performance, it will not solicit for employment or hire the employees of the other party without such other party's prior written consent thereto. The period of performance for purposes of this Section 14 shall begin on the effective date of this Agreement and end upon the earlier to occur of: (1) final payment by County of any fees due under Section 5 ("Consideration") of this Agreement; or (2) termination of this Agreement and the license(s) granted hereunder.

- 14.2 If either party hires any personnel of the other party who are or have been assigned to perform work for the party seeking to hire such personnel under this Agreement, the hiring party shall pay the other party a fee for the additional benefit obtained thereby. If such hire occurs during the performance of this Agreement or within one (1) year following completion of the period of performance, the hiring party shall pay an amount equal to one hundred percent (100%) of the total first year compensation paid to such personnel.
15. **INDEPENDENT CONTRACTOR STATUS.** Noble and County agree that Noble is an independent contractor. All acts of Noble, its agents, officers, employees, and volunteers, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Noble, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Noble has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of Noble is to be considered an employee of any department or division of Inyo County. It is understood by both Noble 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) Noble shall determine the method, details, and means of performing the work and services to be provided by Noble under this Agreement;
 - (b) Noble 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 Noble in fulfillment of this Agreement;
 - (c) Noble, its agents, officers, employees, and volunteers are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of any department or division of Inyo County.
16. **NONDISCRIMINATION.** During the performance of this Agreement, Noble, its agents, officers, employees, and volunteers 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. Noble and its agents, officers, employees, and volunteers 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. Noble 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 the Fair Employment and Housing Act.
17. **COMPLIANCE WITH LAW**
- 17.1 This Agreement is made subject to any laws, regulations, orders or other restrictions on the export of the Licensed Software, or information about the Licensed Software, which may be imposed at any time or from time to time by the United States Government. County (i) shall comply with all such laws, regulations, permits, orders and other restrictions to the extent that they are applicable to County and (ii) shall not, directly or indirectly, export or re-export (as

defined in the United States Export Administration Regulations) the Licensed Software or any information about the Licensed Software to any country for which the United States Government, or any agency thereof, requires an export license or other governmental approval without first obtaining the same. Noble shall comply with all applicable statutes with respect to labor employed, and shall protect and indemnify County against any payroll taxes or contributions imposed with respect to employees of Noble or any subcontractor by any applicable law dealing with old age benefits, FICA, unemployment compensation, health insurance and related subjects. Noble shall be liable for and hereby represents to County that all payments and obligations to subcontractors and suppliers will be timely made and satisfied at all times during the term of this Agreement, and agrees to indemnify County for any loss to County relating to Noble's violation of the provisions of this Article, provided, however, Noble is given prompt written notice of any claim or action and control, authority, information, and reasonable assistance for defense or settlement thereof; and provided further that County shall not settle such claim, suit or proceeding without the written consent of Noble.

17.2 County acknowledges and agrees that Noble may elect at its sole discretion to monitor the activities of the County on its Hosted Site. County agrees to use the Services and the Website for legal purposes only. In the event that Noble becomes aware or reasonably believes, in its sole discretion, that the Website is being used for illegal purposes, Noble shall be entitled to immediately terminate the Agreement and the Services without notice in addition to any remedies to which it may be entitled under law.

18. INDEMNIFICATION

18.1 County agrees to indemnify and save harmless Noble from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Licensed Software or the Hosting Site by County employees, agents, or officers.

18.2 Noble agrees to indemnify and save harmless County from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or from any actions of Noble.

19. APPLICABLE LAW

19.1 The law of the State of California applies to this Agreement and the rights, duties, and obligations of the parties hereto. The state and or federal courts in Inyo County, California, shall have exclusive jurisdiction of any action arising out of or relating to this Agreement and each of the parties further irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Inyo County, California, or to in personam jurisdiction, provided that service is effective.

19.2 The United Nations Convention on Contracts for the International Sale of Goods is excluded from application hereto.

20. PROPRIETARY RIGHTS INDEMNITY

- 20.1 Noble shall defend, indemnify and hold harmless County with respect to any claim, demand, cause of action, or liability, including attorneys' fees, to the extent that such is based upon a claim that the Licensed Software, (including any deliverables pursuant to Work Orders) used by County within the scope of the licenses granted hereunder, infringes any United States, UK, Hong Kong, France, Germany, Switzerland, or Japan patent, any United States copyright, or any trade secret or other intellectual property rights; provided that Noble is promptly notified in writing of such claim and provided further that Noble shall have the exclusive right to control such defense. The acceptance, by Noble, of tender of defense of any claim shall give Noble the right to select legal counsel and manage the defense, provided that County shall be given regular notice and opportunity to participate in such litigation, at County's expense. In no event shall County settle any claim, lawsuit or proceeding without Noble's prior written approval. County may, at its own expense, assist in such defense if it so chooses.
- 20.2 In the event of any such claim, litigation or threat thereof, Noble, at its sole option and expense, may procure for County the right to continue to use the Licensed Software or, at its sole option and expense, may replace or modify the Licensed Software with functionally-compatible, non-infringing software. If such settlement or such modification is not reasonably practical in the opinion of the parties, after giving due consideration to all factors including financial expense, or if a temporary or final injunction or other judgment is obtained against Noble with respect to the Licensed Software or any part thereof, Noble may cancel this Agreement or the applicable Work Order and the licenses granted thereunder upon fifteen (15) days written notice to County and shall refund to County the unamortized portion of the amounts paid to Noble by County for the development and/or acquisition thereof based upon five (5) year straight-line depreciation, such depreciation to commence on the date on which the Licensed Software was first accepted hereunder. Upon such repayment Noble shall be discharged of all further liability hereunder except for the obligations set forth in Section 20.1 hereof.
- 20.3 To the extent its agreement with a vendor of Third Party Materials permits, Noble will pass through to County any proprietary rights for indemnification relating to such Third Party Materials; provided, however, that Noble gives no additional or supplemental indemnity with respect thereto.
- 20.4 The foregoing states the entire liability of Noble and the exclusive remedies of County with respect to the infringement of any proprietary rights by the Licensed Software or any parts thereof, and County hereby expressly waives any other such liabilities.

21. GENERAL INDEMNITY

- 21.1 The parties acknowledge that it may be necessary for the employees of each to be present at the facilities of the other for extended periods of time. The parties agree upon reasonable notice to provide the employees of the other with all reasonable facilities and services to assure that their services may be properly performed.

21.2 Each party will instruct its employees to conform to the internal regulations and procedures of the other party while on such party's premises.

21.3 Additionally, each party agrees to indemnify, defend, and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for personal injury or tangible property damage, but only to the extent of the negligence and/or willful misconduct of the indemnifying party.

21.4

22. INSURANCE

22.1 Noble certifies, and will provide evidence thereof at County's request, that Noble maintains:

22.2 A standard policy covering the obligations of Noble for Worker's Compensation Insurance pursuant to the laws of California or such other jurisdiction as applicable.

22.3 Insurance covering bodily injury and property damages in the amount of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate. Such coverage may be achieved through a combination of commercial general liability and umbrella liability policies.

22.4 Automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$2,000,000 per accident.

23. LIMITATION OF LIABILITY

23.1 Noble shall not be liable to County for cumulative direct damages greater than the lesser of (1) the total amount having then been paid by County to Noble under this Agreement, or (2) if such damages arise in connection with the performance of any Work Order, the amount having then been paid by County to Noble under such Work Order; provided, however, that the limitation of this sentence shall not apply to Noble's obligations set forth in Section 20 ("Proprietary Rights Indemnity") or Section 21 ("General Indemnity") of this Agreement or for such liabilities covered by the insurance defined in Section 22 ("Insurance") in which case the limits of such coverage will govern.

23.2 Except where the limitation does not apply as described above, County releases Noble from all obligations, liability, claims, or demands relating to the Licensed Software and Documentation and this Agreement in excess of the limitations provided for in this Section 23. The parties acknowledge that the limitation set forth in this Section is integral to the amount of fees levied in connection with the license of the Licensed Software and Documentation and the services rendered hereunder and that, were Noble to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

23.3 County further agrees that it shall have no claim or cause of action against third party licensors to Noble of any Third Party Materials which are embedded in the Licensed Software, except to the extent such rights have been duly assigned to County.

24. FORCE MAJEURE

24.1 Neither party shall be liable for default or delay caused by any occurrence beyond its reasonable control or beyond the reasonable control of any subcontractor, including but not limited to fires, strikes, accidents, acts of God and subcontractor defaults. In the event Noble should be delayed in the completion of any portion of the work by reason of any such occurrence, the time within which the portion of work is to be completed shall be extended by the period of such delay, but no such extension shall be made unless a notice thereof is presented by Noble to County in writing within ten (10) working days after the occurrence of such delay and no payment shall be made by County to Noble for any expenses incurred by Noble by reason of any such default or delay.

24.2 In addition to the foregoing, Noble shall not be liable for default or delay caused by Noble's efforts to comply with U.S. Government export control laws and regulations. In the event that U.S. Government export control laws or regulations change after the execution of this Agreement and such changes inhibit or prohibit Noble from performing under this Agreement, Noble shall not be liable for its non-performance.

25. CONFIDENTIALITY

25.1 Any information which a party considers to be confidential or proprietary shall, if tangible, be marked as such or, if communicated orally, designated at the time and promptly confirmed in writing as such. Information which is so marked or designated and confirmed, and the Licensed Software regardless of form or designation, shall be "Confidential Information" under this Agreement. Information received by Noble while on the premises of County shall be deemed Confidential Information whether marked as such or not.

25.2 Confidential Information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential Information shall be treated with the same degree of care to avoid disclosure to third parties as is used with respect to the recipient party's own Confidential Information, but not less than a reasonable degree of care.

25.3 Confidential Information shall be disclosed only to those employees or agents of a party who have a need to know such information and are under a binding obligation of confidentiality with respect to any such information received. Confidential Information shall not be disclosed to any other third party without the prior written consent of the party disclosing the Confidential Information. The party receiving Confidential Information shall defend, indemnify and save the disclosing party harmless from and against any and all damages, including reasonable attorneys' fees, sustained as a result of the unauthorized use or disclosure of the disclosing party's Confidential Information.

25.4 Confidential Information shall not include information (a) at the time of its disclosure was known to the party to whom disclosed; (b) is already in the public domain or becomes generally known or published without breach of this Agreement; (c) is lawfully disclosed by a third party free to disclose such information; (d) is independently developed by the party to whom disclosed without reference to or use of the Confidential Information; or (d) is legally required to be disclosed provided that the party so compelled shall promptly notify the other party so as to permit such other party to appear and object to the disclosure and further provided that such disclosure shall not change or diminish the confidential and/or proprietary status of the Confidential Information.

25.5 Noble 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 Noble in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Noble agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Noble only with the express written consent of the County. Any disclosure of confidential information by Noble without the County's written consent is solely and exclusively the legal responsibility of Noble 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.

25.6 Information that may be properly disclosed to a third-party pursuant to California Government Code Section 6250 et seq. does not constitute Confidential Information. Such non-confidential information shall not include public records exempt from disclosure by express provisions of law and neither Contractor nor County shall disclose public records exempt from disclosure by express provisions of law.

25.7 Notwithstanding the restrictions of this Section 25, Noble or County may announce the parties' relationship in a press release subject to the reasonable written approval of the other party.

26. DISPUTE RESOLUTION

26.1 Except as provided in Section 27 below and unless otherwise required in order to comply with deadlines under the law, neither party shall file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested senior executives for both

parties to meet and discuss the matter in order to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

27. INJUNCTIVE RELIEF

27.1 Noble and County hereby acknowledge and agree that damages at law and the dispute resolution provisions of Section 26 ("Dispute Resolution") may be inadequate remedies for the breach of Sections 8 ("Title"), Section 9 ("License"), Section 14 ("Non-Solicitation of Employees") or Section 25 ("Confidentiality") hereof, and, accordingly, Noble and County hereby agree that Noble and/or County may be entitled to temporary and permanent injunctive or other equitable relief with respect to any such breach without the necessity of proving actual damages or posting a bond or other security or resorting to the provisions of Section 13 ("Warranties"). The rights set forth in this Section 27 shall be in addition to any other rights which the parties may have at law or in equity.

27.2 Noble and County agree that if any portion of this Injunctive Relief provision is found to be over-reaching or unenforceable, that these provisions can, nonetheless, be applied to the extent found to be enforceable.

28. NOTICES

28.1 Unless stated otherwise, all notices, approvals, consents, requests, demands, or other communication to be given to either party shall be in writing by any means where receipt is acknowledged, including electronic transmission, except by facsimile transmission, and shall be effective on the date of receipt thereof. If undeliverable, or if receipt is not acknowledged by the receiving party, such communication shall be effective ten (10) days from the date mailed or sent.

28.2 Such communication shall be addressed to the parties, except Default Notices and Notices of Termination which shall be addressed to the parties and their legal counsel, at their respective addresses set forth below, or at any other address that each party shall provide to the other in writing:

NOBLE'S LEGAL COUNSEL:

Noble Software Group, LLC
Post Office Box 990891
Redding, CA 96099
Attention: Chief Financial Officer

Lasher Holzapfel Sperry & Ebberson
601 Union St., Suite 2600
Seattle, WA 98101-4000
Attention: Ronald E. Braley

COUNTY OF INYO:

Probation Department
Post Office Drawer "T"
Independence, CA 93526
Attention: Admin. Legal Secretary

Office of County Counsel
Post Office Drawer "M"
Independence, CA 93526
Attention: County Counsel

29. ASSIGNMENT

29.1 This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of control of the other party, but shall be entitled to any refund whatsoever and all amounts owing shall be immediately paid. The term, "Change of Control" shall be limited to an ownership change of more than Fifty Percent (50%) during any twelve-month period. In the case of a governmental agency as County, the term, "change of control" shall be limited to a complete transfer of the responsibilities of such agency for which this Software has been licensed to another agency.

30. AMENDMENT

30.1 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.

31. SEVERABILITY.

31.1 In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

32. GENERAL

32.1 This Agreement constitutes the complete and exclusive statement of the Agreement between the parties as relates to the subject matter and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings relating to the subject matter.

32.2 No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

- 32.3 Upon termination or other expiration of this Agreement, each party shall forthwith return to the other all papers, materials and other properties of the other held by it for purposes of execution of this Agreement.
- 32.4 The captions used in this Agreement are inserted for the convenient reference of the parties and in no way define, limit or describe the scope or intent of this Agreement or any part hereof.
- 32.5 Dates or times by which Noble is required to make performance under this license shall be postponed automatically for so long as Noble is prevented from meeting them by causes which are County's responsibility.
- 32.6 The prevailing party in a controversy or claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including reasonable attorney's fees.
- 32.7 This Agreement may be executed in two original counterparts, which together shall constitute the same Agreement, but only one of which need be produced to evidence the Agreement.
- 32.8 The parties further agree that the rights and obligations set forth in Sections 5 ("Consideration"), 7 ("Taxes"), 9 ("Title"), 14 ("Non-Solicitation of Employees"), 17 ("Compliance with Law"), 19 ("Applicable Law"), 20 ("Proprietary Rights"), 21 ("General Indemnity"), 23 ("Limitation of Liability"), 25 ("Confidentiality"), 26 ("Dispute Resolution"), 27 ("Injunctive Relief"), 28 ("Notices"), and subsections 32.1, 32.2, 32.3, 32.4, and 32.7 of Section 32 ("General") shall survive the completion or termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.
- 32.9 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.

IN WITNESS WHEREOF, each party has caused a counterpart original of this Agreement to be executed as of the date first written above by its authorized representative.

ACCEPTED BY:

COUNTY OF INYO

NOBLE SOFTWARE GROUP, LLC.

Signed:



Signed:



Print Name:

KEVIN D CARUNCHIO

Print Name:

Aaron Pictor

Title:

COUNTY ADMINISTRATOR

Title:

Chief Financial Officer

Date:

10-15-2015

Date:

10/12/15

EXHIBIT A: LICENSED SOFTWARE

1.0 LICENSED SOFTWARE

All listed Licensed Software will be delivered by a Hosting Site, created and maintained by Noble for the purposes of delivering the Licensed Software to County via the Internet.

PRODUCT

DESCRIPTION

2.0 USE OF LICENSED SOFTWARE

The Licensed Software listed above may be used in accordance with the Software License Agreement to support the following:

Up to **[XXNumber of users]** named users

EXHIBIT B: THIRD PARTY MATERIALS

1.0 OVERVIEW

Noble is not responsible for the procurement and delivery of any third party materials to the County as part of the execution of this Agreement.

EXHIBIT C: SCHEDULE OF FEES

Not to exceed annually \$8,719.00 (eight thousand seven hundred nineteen and no/100 dollars) broken down as set forth below.

HOSTED NOBLE ASSESSEMENT PLATFORM	PRICE
License Maintenance	Not Applicable
Annual Hosting Fee Adult and Juvenile, up to 16 Users	\$5,719
Software Integration	Included
Software Customization	Not Applicable
Training (up to 16 Staff)	
- Juvenile Cutover Training	Included
- Juvenile Assessment Refresher (1/2 Day)	\$2,200
- Adult Cutover Training (2 Days)	Included
- Adult Assessment Refresher (1/2 Day)	Included
Quality Assurance	
- IRR Site Access, 8 Users	\$800
Consulting	Included

EXHIBIT D: PRICING

1. LICENSED SOFTWARE

The Licensee may use the following Software at the locations listed/defined in this Agreement.

2. PRICING FOR LICENSED SOFTWARE

Pricing for **16 named users** is set at **\$5,719 annually, plus \$800 annually for IRR Site access for 16 users**

HOSTING FEE FOR ASSESSMENT PLATFORM WITH ONE ASSESSMENT TOOL, CASE PLANNING, AND INTEGRATION OF USER, SUBJECT, AND CHARGE HISTORY. Fee also includes IRR Site access.

Pricing for the listed components below is \$6,519 USD.

PRODUCT	PRICE
16 named users, hosted, Noble Assessment Platform for Adult and Juvenile	\$5,719
IRR Site Access, 16 Users	\$ 800

3. INSTALLATION/DELIVERY SERVICES/ACCEPTANCE

In order to ensure the effectiveness and success of the delivery services, Noble will assign the following project team:

(1) County Representative

(1) Systems Engineer

(1) Application Consultant

At times additional Noble staff may be required for the current tasks, and equally at other times the number of Noble staff working on a project may be less than that indicated above. The team members listed above will charge their time as agreed by County and Noble toward the services agreement as listed above.

3.1 ACCEPTANCE CRITERIA

- (a) ASSESSMENT PLATFORM - All Active Enterprise Component software (as delineated above) is deemed accepted after delivery to County and five days of the system running without a Priority A error.
- (b) CASE PLANNING - The Case Planning module will be considered accepted following all case plan reports allowed for are able to be completed and be saved for a subject.
- (c) INTEGRATION - Integration will be deemed accepted after the system successfully imports data for all areas of the application for which County has implemented integration methods per the documentation.

The system may not be considered acceptable if it encounters any unresolved Priority A problems as defined in the Noble Software Maintenance Agreement. County will accept the system in parts as indicated in the project plan and in conjunction with the system test plans.

4. TRAINING PROGRAM

In an attempt to meet County's training requirements the following schedule has been constructed to offer a purchased block of training for classes up to 25 students. The following classes are currently available:

PRODUCT	DAYS
Juvenile Assessment Refresher	½ Day
Adult Assessment Refresher	½ Day

PRICING – PAYMENT SCHEDULE

The schedule of payment is as follows:

Full contract amount will be invoiced at delivery. All invoices are net thirty (30).

EXHIBIT E: SAMPLE WORK ORDER

NOBLE SOFTWARE GROUP, LLC
WORK ORDER

Addendum Reference (Date/Number/Code) _____

This addendum specifies additional software licenses and services to be provided by Noble Software Group, LLC ("Noble") to Inyo County ("County"). All terms and conditions of the Software License Agreement between Noble and County, dated ("Agreement"), apply to this addendum as if the same had been set forth herein in full. In case of conflict between the terms of this addendum and the Agreement, the terms of this addendum shall prevail.

1. PROJECT IDENTIFICATION AND DESCRIPTIVE INTRODUCTION

2. DESCRIPTION OF SOFTWARE LICENSED AND/OR SERVICES

2.1 Software and Authorized Sites. The software under this addendum consists of the following components which may be used at the following authorized sites:

2.2 Services. The implementation or other services consist of the following:

3. FEES

3.1 Software. Individual prices and the total price are as follows:

3.2 Maintenance on Software

Quarterly rate: \$_____ or the following percentage of the software list price:
_____%

Maintenance is under the terms of the _____ agreement dated
_____ ("Maintenance Agreement")

3.3 Services (e.g., installation, support, training). Services will be performed on either a time-and-materials-and-expenses basis or a fixed price basis at the following rates/fees:

3.4 Hardware (if any)

3.5 Expenses (e.g., travel, meals, hotel)

4. PAYMENT SCHEDULE (WHEN ARE TO BE PAID)

4.1 Software license fees

4.2 Services

4.3 Maintenance fees

4.4 Hardware

5. PROJECT PLAN/PERFORMANCE SCHEDULE

6. ACCEPTANCE CRITERIA AND PROCEDURE. UNLESS SPECIFIED BELOW, ACCEPTANCE IS UPON DELIVERY.

7. WARRANTY

8. PREREQUISITES/COUNTY TASKS

9. OWNERSHIP OF THE DELIVERABLES

ACCEPTED:

County

Noble Software Group, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AMENDMENT NUMBER SEVEN (7) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
NOBLE SOFTWARE GROUP, LLC
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and NOBLE SOFTWARE GROUP, LLC _____, of Redding, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated October 12, 2015, on County of Inyo Standard Contract No. 15078, for the term from October 12, 2015 to June 30, 2016.

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:

The parties have previously amended such agreement five times to extend the contract term and now wish to amend the Agreement and extend the term from July 1, 2022 to June 30, 2023 with the cost of \$6,004.95 for the annual hosting fee (up to 19 Users) and \$800 for quality assurance (IRR Site Access, 8 Users)

The parties would like to amend the Agreement to reflect the following changes:

Remove Section 23 - Limitation of Liability

Add a Section 22.5 the following: Inyo County, its officers, officials, employees, and volunteers are covered as additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

The effective date of this Amendment to the Agreement is July 1, 2022.

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

AMENDMENT NUMBER SEVEN (7) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
NOBLE SOFTWARE GROUP, LLC
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____

Signature

Aaron Picton, CFO, Noble

Type or Print

Dated: 4/21/2022

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:

County Risk Manager



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Ashley Helms

SUBJECT: Notice of Completion for the Bishop Airport Terminal Project

RECOMMENDED ACTION:

Request Board approve Resolution No. 2022-17, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of the Notice of Completion for the Terminal Expansion Project at the Bishop Airport," and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

The Public Works Director is requesting that the Board adopt the attached Resolution, which accepts the completed work for the Terminal Expansion Project at the Bishop Airport and authorizes the Public Works Director to record a Notice of Completion for the project. In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

BACKGROUND/HISTORY OF BOARD ACTIONS:

On August 20, 2021, your Board approved the construction contract with Spiess Construction of Santa Maria, CA for the Terminal Expansion Project at the Bishop Airport. The project scope included the erection of a 50 x 60 foot insulated tensioned membrane structure, manufactured by Sprung Structure Inc., and associated site work and interior finishes. The work was determined to be substantially complete to the satisfaction of the Public Works Director on December 14, 2021, shortly before the opening day on December 19. The final contract amount was \$967,471.80, after four change orders totaling \$80,771.80, or 9.1% of the original contract amount.

The change orders addressed modifications made during the course of construction, including the extension of the sidewalk in the baggage claim area to improve accessibility, electrical service modifications, leach field repairs, etc. Change orders were approved by the Public Works Director as per Inyo County Code 11.05.210.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended as it will extend the period during which stop notices can be filed and will delay return of retention monies to the Contractor.

OTHER AGENCY INVOLVEMENT:

The Federal Aviation Administration provided partial grant funding for the project.

FINANCING:

Costs associated with this contract are paid out of the Bishop Airport Terminal Area Improvements budget (630400), object code 5700 (Construction in Progress).

ATTACHMENTS:

1. Notice of Completion Resolution
2. Notice of Completion Bishop Airport Terminal Project

APPROVALS:

Ashley Helms	Created/Initiated - 5/3/2022
Darcy Ellis	Approved - 5/3/2022
Breanne Nelums	Approved - 5/3/2022
John Vallejo	Approved - 5/3/2022
Amy Shepherd	Approved - 5/3/2022
Michael Errante	Final Approval - 5/3/2022

RESOLUTION #2022 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
Bishop Airport Terminal Project**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Terminal Expansion Project at the Bishop Airport has been completed by Spieß Construction of Santa Maria, CA in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Terminal Expansion Project at the Bishop Airport.

Passed, approved and adopted this _____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Leslie Chapman, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Terminal Expansion Project at the Bishop Airport on the property hereinafter described, was completed on December 14, 2021 and was accepted by the Inyo County Board of Supervisors on, 5/10/2022.
2. The property on which the Terminal Expansion Project at the Bishop Airport has been completed is located on the grounds of Bishop Airport, Bishop, California.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, operates and maintains the Bishop Airport.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted 5/10/2022, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Terminal Expansion Project at the Bishop Airport, pursuant to contract with the County, is Spiess Construction Co, of Santa Maria, CA.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Terminal Expansion Project at the Bishop Airport, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity’s behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante, PE, Public Works Director



County of Inyo



Public Works

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Justine Kokx

SUBJECT: Agreement for FY 2021 - 2022 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Exchange Funds

RECOMMENDED ACTION:

Request Board approve the Fiscal Year 2021-2022 Federal Apportionment Program Federal Exchange and State Match Program, Agreement No. X22-5948(103), between the County of Inyo and the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed amount of \$773,353, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

The FY 2020-2021 Federal Apportionment Program Federal Exchange and State Match Program allows Inyo County Public Works, Road Department to receive Federal gas tax money. The exchange program requires Caltrans to match Federal funds, in the amount of \$673,353, with \$100,000 of State money for a total not to exceed amount of \$773,353.

BACKGROUND/HISTORY OF BOARD ACTIONS:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) Federal funds provided under the "Fixing America's Surface Transportation Act" (FAST) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State Matching moneys from the State Highway Account to counties choosing to exchange their Federal funds, and the commission shall allocate to each county, an amount not to exceed \$100,000 each fiscal year. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County streets and roads.

In order to streamline the exchange of funds, Caltrans offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current fiscal year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will budget the FY 2021/2022 funds for expenditure during FY 2022/2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a significant source of funding for the Road Department and they are essential to continue with necessary road work and maintenance.

OTHER AGENCY INVOLVEMENT:

Caltrans
County Counsel
County Auditor

FINANCING:

These funds are budgeted in the FY 2021 - 2022 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

ATTACHMENTS:

1. Caltrans-Inyo County Agreement

APPROVALS:

Justine Kokx	Created/Initiated - 4/26/2022
Michael Errante	Approved - 4/26/2022
John Pinckney	Approved - 4/27/2022
Breanne Nelums	Approved - 4/27/2022
Darcy Ellis	Approved - 4/27/2022
John Vallejo	Approved - 4/27/2022
Amy Shepherd	Final Approval - 4/27/2022

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO
District County

Agreement No. X22-5948(103)
AMS Adv ID:0922000041

THIS AGREEMENT is made on _____, by the COUNTY of INYO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

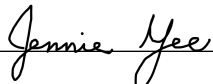
A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2021/2022.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

	Accounting Officer	Date 4/5/2022	\$ 773,353.00
---	--------------------	---------------	---------------

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2021/2022.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within

such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

- 1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.
- 2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.
- 3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF INYO

By: _____
Office of Project Implementation
Division of Local Assistance

By: _____

Title: _____

Date: _____

Date: _____



County of Inyo



Public Works - Recycling & Waste Management

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Cap Aubrey

SUBJECT: Amendment No. 1 to the Agreement with Team Engineering & Management, Inc

RECOMMENDED ACTION:

Request Board:

A) approve and ratify Amendment No. 1 to the contract between the County of Inyo and TEAM Engineering & Management Inc. of Bishop, CA to:

1. change the name of TEAM Engineering & Management Inc. to TEAM Environmental Inc.;
2. add a subcontractor to the agreement, WOOD Environmental & Infrastructure Solutions, Inc.; and
3. increase the not-to-exceed amount from \$913,309 to \$968,309 contingent upon the Board's approval of future budgets; and

B) and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On July 6, 2021 your Board approved a contract with Team Engineering & Management, Inc for a 5-year period. TEAM Engineering & Management has since changed the name of their corporation to TEAM Environmental, Inc. The original contract consisted of Task 7 for additional tasks needed. We are expanding Task 7 to include CEQA support and the need of WOOD Environmental services for the CEQA support as a subcontractor. Therefore, there is a need of an additional \$55,000 for the additional tasks of CEQA support.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the amendment; however, this is not recommended as the County will rely on this contract amendment for important and ongoing projects requiring CEQA compliance.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funds for this service are included in the Solid Waste budget 045700, object code 5265, Professional Services.

ATTACHMENTS:

1. TEAM Amendment 1

APPROVALS:

Teresa Elliott	Created/Initiated - 4/21/2022
Darcy Ellis	Approved - 4/22/2022
Teresa Elliott	Approved - 4/26/2022
Breanne Nelums	Approved - 4/26/2022
John Vallejo	Approved - 4/27/2022
Amy Shepherd	Approved - 4/27/2022
Michael Errante	Final Approval - 4/28/2022

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
TEAM Engineering & Management Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and TEAM Engineering & Management Inc, of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 6, 2021, on County of Inyo Standard Contract No. 156, for the term from July 1, 2021 to June 30, 2026.

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:

AGREEMENT BETWEEN COUNTY OF INYO AND TEAM Engineering and Management Inc will now reflect the new name of TEAM ENVIRONMENTAL.

ADDITION of a subcontractor WOOD Environmental & Infrastructure Solutions Inc. as needed for Environmental Services in Support of CEQA Compliance.

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 \$580,327 (initial term) \$198,864 (option 1) and \$189,118 (option 2) for a total of \$968,309 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.

ATTACHMENT A

Scope of Work

See attached additional scope of work to Task 7

ATTACHMENT B

Schedule of Fees

See attached additional schedule of fees for WOOD Environmental & Infrastructure Solutions, Inc

The effective date of this Amendment to the Agreement is 3/1/2022.

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
TEAM Engineering & Management Inc
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



SCHEDULE OF FEES AND CHARGES

INYO COUNTY LANDFILL MONITORING AND REPORTING SERVICES

As of: 02-17-2022

PROFESSIONAL FEES

Principal	\$ 220.00 per hour
Project Manager	\$ 175.00 per hour
Senior Engineer / Hydrogeologist	\$ 165.00 per hour
Professional Geologist	\$ 160.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Project Geologist	\$ 130.00 per hour
Project Scientist	\$ 125.00 per hour
Staff Scientist	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$75.00 per hour

EQUIPMENT RENTAL CHARGES

Water Quality Meter (Horiba)	\$ 150.00 per day
Water Level Indicator (Solinst)	\$ 35.00 per day
Groundwater Sampling Pump (<100'depth) (Monsoon or Peristaltic)	\$ 115.00 per day
Groundwater Sampling Pump (>100'depth) (Mega Monsoon or Geosub)	\$ 175.00 per day
Dedicated Sample Tubing	\$ 0.75 per foot
Air Quality Safety (CH4/CO) Meter (GX2012)	\$ 60.00 per day
Landfill Gas Analyzer (GEM 5000)	\$200/day or Cost+10%
Photoionization Detector (PID MiniRAE 2000)	\$ 100.00 per day
TSI Flowmeter	\$ 35.00 per day

EXPENSES

Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	\$ 1.00 per mile
Per diem (for Tecopa/Shoshone only)	\$250.00 per day
Sampling/Shipping Supplies	\$ 45.00 per sampling event
Necessary Job-Related Expenses/Subcontractors	Cost plus 10 percent

NOTES

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work. Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. TEAM reserves the right to terminate work in progress on any overdue account.

SCOPE OF WORK AMENDMENT

LANDFILL MONITORING AND REPORTING SERVICES

TEAM Environmental, Inc. (formerly TEAM Engineering & Management, Inc) is pleased to provide the following Scope of Work Amendment to the County of Inyo, Recycling and Waste Management (Client).

PRIMARY OBJECTIVE

The primary objective of the additional scope of work is to assist the County of Inyo with noticing and scoping of an environmental impact report under the California Environmental Quality Act, related to the proposed acquisition of properties for continued landfill operation and regulatory compliance at the Bishop Sunland, Independence, and Lone Pine Landfills.

SCOPE OF WORK

To meet the objective stated above, the following subtask has been requested:

Task 7.3: CEQA Support: Notice of Preparation and Initial Study for Proposed Acquisition of Properties, Bishop–Sunland, Independence, Lone Pine Landfills

At the request of Inyo County, TEAM Environmental and its subcontractor, Wood Environmental and Infrastructure Solutions (Wood), will provide support for the following CEQA scoping items:

- Project Description and Notice of Preparation (NOP) for Draft Environmental Impact Report
- Public Scoping Meeting (February 2022) and Review of Scoping Comments
- CEQA Initial Study and Scoping Document

Addition of Authorized Subcontractor

According to the existing Contract terms, the Consultant can subcontract a portion of the services only with express written consent of the County. Since the scope of the requested CEQA support services requires additional subject-matter expertise, Inyo County Public Works has approved the use of Wood Environment & Infrastructure Solutions (Wood) as an authorized sub-contractor to TEAM Environmental for this subtask. TEAM and Wood have worked together on other recent CEQA projects for Inyo County Public Works, and have the qualifications and experience to conduct this work for Inyo County.

Schedule

TEAM understands that the Client wants to complete the CEQA Scoping Tasks in the current fiscal year ending June 30, 2022. The associated efforts, as requested by Inyo County, are already in progress with the NOP and Scoping Meeting being conducted in February 2022.

TEAM and Wood will complete the Initial Study and Scoping document prior to June 30, unless otherwise directed by Inyo County.

Additional Budget Requested

The work proposed herein will be billed to the Client on a Time and Materials (T&M) basis according to the TEAM's existing Contract for Landfill Monitoring and Reporting, with the inclusion of the Schedule of Fees from the authorized subcontractor (attached). Task 7 was intended to encompass a range of additional tasks that may be needed during the contract term, based on regulatory mandates and the direction of Inyo County. However the CEQA support task, as currently requested by the County, will require additional budget to be allocated to Task 7.

TEAM's cost estimate to perform the additional work requested is a not-to-exceed \$55,000, as summarized below. Due to the nature of the proposed CEQA scoping activities, the required effort will depend on the availability of project information from Inyo County, the extent of public and agency comments, and the appropriate level of analysis deemed necessary for each environmental category on the Initial Study checklist. Costs do not include the preparation of an EIR or other CEQA compliance document, as that will be further defined by the current task and will be handled as a separate scope of work.

We will make every effort to complete the task as cost-effectively as possible, and if the work is completed for less effort than anticipated, cost savings will be passed on to the Client. Invoiced costs for this task will not exceed the not-to-exceed amount without explicit approval from Inyo County. A summary of estimated costs, and required additional budget for the current fiscal year, is included below.

Summary of Additional Budget Required

Item / Description	Fee
Task 7.3 – CEQA Support: Notice of Preparation and Initial Study	
Professional Fees and Charges (not to exceed)	\$ 30,000.00
Subcontractor Charges (not to exceed)	\$ 25,000.00
Subtotal	\$ 55,000.00
Total	\$ 55,000.00

Updated Schedule of Fees and Charges

TEAM's professional fees and charges have not changed, but an updated Schedule of Fees and Charges for this project, reflecting TEAM's new company name, is attached. A Schedule of Fees and Charges for Wood Environmental & Infrastructure Solutions, Inc. is also attached. Subcontractor charges will be billed to TEAM as costs are incurred, and included on monthly invoices with a reduced mark-up to Inyo County of 10%. All other contract terms remain in effect and valid.



Schedule of Fees and Charges
Wood Environment & Infrastructure Solutions, Inc.
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
AS NEEDED ENVIRONMENTAL SERVICES IN SUPPORT OF
CEQA COMPLIANCE FOR THE INYO COUNTY LANDFILLS
January 2022 – January 2023

Wood proposes the labor categories and hourly rates set forth below to provide as needed environmental services to TEAM Environmental, Inc. in support of the contract between the County of Inyo and TEAM Environmental, Inc. for the provision of Landfill Monitoring & Reporting Services for the period of July 1, 2021 through June 30, 2024.

<u>Category</u>	<u>Hourly Rate</u>
Project Manager	\$ 157.00
QA/QC Manager	\$ 180.00
Senior Technical Adviser	\$ 160.00
Senior Environmental Planner	\$ 130.00
Associate Environmental Planner	\$ 90.00
Junior Environmental Planner I	\$ 80.00
Junior Environmental Planner II	\$ 75.00
Principal Biologist	\$ 160.00
Associate Biologist I	\$ 130.00
Associate Biologist II	\$ 115.00
Junior Biologist	\$ 90.00
Assistant Biologist	\$ 65.00
Senior Cultural Resources Specialist	\$ 150.00
Associate Cultural Resources Specialist	\$ 130.00
Junior Cultural Resources Technician	\$ 90.00
Assistant Cultural Resources Technician	\$ 65.00
Senior Hydrologist	\$ 170.00
Senior Geologist	\$ 170.00
Paleontologist	\$ 110.00
Hazardous Materials Specialist	\$ 150.00
Air Quality Specialist	\$ 100.00
Toxicologist & Health Risk Assessment	\$ 125.00
Noise Specialist	\$ 130.00
Utilities Engineer	\$ 130.00
GIS Specialist	\$ 105.00
Word Processor	\$ 75.00
Accounts Specialist	\$ 95.00
Administrative Assistant	\$ 65.00
<u>Expenses</u>	
Reproduction - Color	\$ 2.00/page
Reproduction - B/W	\$ 0.12/page
CDs	\$ 2.00/CD
Correspondence (commercial rate)	\$ 6.11 per
Newspaper Advertisements	\$ 500.00 per
Mileage	\$ 0.58/mile
Per Diem	\$175.00/day

Mileage and per diem may be expensed only with advance authorization of CLIENT. Above fees and charges are project-specific and are subject to revision if contract is extended for reasons unrelated to performance. Charges for services will be in accordance with Wood's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.



County of Inyo



Public Works - Road Department

CONSENT - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Shannon Platt

SUBJECT: Road Department request to purchase street signage

RECOMMENDED ACTION:

Request Board: A) declare Newman Signs, Inc. of Jamestown, ND of the successful bidder for assorted road signs per Bid No. RD22-02; and B) authorize the purchase of assorted road signs from Newman Signs in an amount not to exceed \$19,971.35.

SUMMARY/JUSTIFICATION:

The Road Department annually places a large sign order to backfill used inventory. This order will also be used to upgrade many existing signs to new reflectivity requirements. The following bids were received:

Blink Signs: \$38,950.62

Maneri Sign Company: \$37,894.60

Intrawest Safety Supply: \$26,514.30

Newman Signs Inc. was the successful low bidder at \$18,534.90. Newman is from outside California and did not include sales tax in their initial bid. After adding sales tax, the total comes to \$19,971.35. The Road Department is recommending your Board authorize a purchase order in the amount of \$19,971.35 be made to Newman Signs Inc., P.O. Box 1728, Jamestown, ND 58402 for quote number TRFQTE054065.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as signage is an integral part of the County's Road system.

OTHER AGENCY INVOLVEMENT:

County Counsel

Auditor's Office

FINANCING:

The funding for the sign order has been approved in the FY 21/22 Road Department Budget, 034600, Object code 5310, Road Signs.

ATTACHMENTS:

1. Newman Signs Bid
2. Freight Information

APPROVALS:

Shannon Platt	Created/Initiated - 4/26/2022
Darcy Ellis	Approved - 4/26/2022
Sally Faircloth	Approved - 4/27/2022
Breanne Nelums	Approved - 4/27/2022
Shannon Platt	Approved - 4/27/2022
John Vallejo	Approved - 4/27/2022
Amy Shepherd	Approved - 4/27/2022
Michael Errante	Final Approval - 4/27/2022



QUOTATION

Newman Signs inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

****Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.****

Quote #: TRFQTE054065

Quote Date: 4/19/2022

Customer Number: INY-03-001

Ship Via: DELIVERY

Sales Rep: David Nygren

FOB: DESTINATION

Payment Terms: Net 30

Bill To:

INYO COUNTY RD DEPT
PURCHASING DEPT.
DRAWER Q
INDEPENDENCE CA, 93526

Ship To:

INYO COUNTY RD DEPT
750 S CLAY ST
INDEPENDENCE CA, 93526

Header Note:

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	T-R1-124/2A3A 24X24 .080 1 POST STD PUNCH HIP W/R STOP	80.00	23.84	1,907.20
2	T-R1-130/2A3A 30X30 .080 1 POST STD PUNCH HIP W/R STOP	30.00	33.57	1,007.10
3	T-NR1-312/2M3A 12X6 .080 1 POST STD PUNCH/RADIUS HIP W/R 4-WAY	30.00	6.76	202.80
4	T-R2-1-1524/2K3A 24X30 .080 1 POST STD PUNCH/RADIUS HIP B/W SPEED LIMIT 15	10.00	27.73	277.30
5	T-R2-1-2024/2K3A 24X30 .080 1 POST STD PUNCH/RADIUS HIP B/W SPEED LIMIT 20	10.00	27.73	277.30
6	T-R2-1-2524/2K3A 24X30 .080 1 POST STD PUNCH/RADIUS HIP B/W SPEED LIMIT 25	40.00	27.73	1,109.20

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QUOTATION

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PO Box 1728
Jamestown, ND 58402
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PURCHASING DEPT.
DRAWER Q
INDEPENDENCE CA, 93526

Ship To:

INYO COUNTY RD DEPT
750 S CLAY ST
INDEPENDENCE CA, 93526

Header Note:

7	T-R2-1-3024/2K3A 24X30 .080 1 POST STD PUNCH/RADIUS HIP B/W SPEED LIMIT 30	10.00	27.73	277.30
8	T-R2-1-3524/2K3A 24X30 .080 1 POST STD PUNCH/RADIUS HIP B/W SPEED LIMIT 35	30.00	27.73	831.90
9	T-R2-1-4524/2K3A 24X30 .080 1 POST STD PUNCH/RADIUS HIP B/W SPEED LIMIT 45	30.00	27.73	831.90
10	T-R2-1-5524/2K3A 24X30 .080 1 POST STD PUNCH/RADIUS HIP B/W SPEED LIMIT 55	20.00	27.73	554.60
11	T-NR8-3A12/2K3A 12X18 .080 1 POST STD PUNCH/RADIUS HIP R/W NO PARKING (WORDS)	40.00	11.63	465.20

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INYO COUNTY RD DEPT
PURCHASING DEPT.
DRAWER Q
INDEPENDENCE CA, 93526

Ship To:

INYO COUNTY RD DEPT
750 S CLAY ST
INDEPENDENCE CA, 93526

Header Note:

12	SPECIALTRAFFIC T-SP012018/2K3A (12X18-S/F-.080-1 POST PUNCH/STD RADIUS-HIP-W/R R/W- BLOCK STYLE-WITH BORDER-SEE ATT) (R26-(CA)) (R7-9-17) (20 EA) NO (IN UPPER LT CORNER BLOCK) PARKING ANY TIME	20.00	12.65	253.00
13	SPECIALTRAFFIC T-SP012018/2K3A (12X18-S/F-.080-1 POST PUNCH/STD RADIUS-HIP-W/R R/W- BLOCK STYLE-WITH BORDER-SEE ATT) (20 EA) NO (IN UPPER LT CORNER BLOCK) PARKING SCHOOL BUS LOADING ZONE	20.00	12.65	253.00

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QUOTATION

Newman Signs Inc.
PO Box 1728
Jamestown, ND 58402
Phone: 800-437-9770

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Quote #: TRFQTE054065

Quote Date: 4/19/2022

Customer Number: INY-03-001

Ship Via: DELIVERY

Sales Rep: David Nygren

FOB: DESTINATION

Payment Terms: Net 30

Bill To:

INYO COUNTY RD DEPT
PURCHASING DEPT.
DRAWER Q
INDEPENDENCE CA, 93526

Ship To:

INYO COUNTY RD DEPT
750 S CLAY ST
INDEPENDENCE CA, 93526

Header Note:

Item #	Description	Unit Price	Quantity	Total Price
14	SPECIALTRAFFIC T-SP012018/2K3A (12X18-S/F-.080-1 POST PUNCH/STD RADIUS-HIP-R/W-WITH BORDER-SEE ATT) (10 EA) (R8-1) NO PARKING ON PAVEMENT	10.00	13.99	139.90
15	SPECIALTRAFFIC T-DP024006D 2Y3A (24X6-D/F-.080-NO PUNCH/STD RADIUS-HIP-W/G-WITH BORDER-SEE ATT) (100 EA)	100.00	18.43	1,843.00
16	SPECIALTRAFFIC T-DP030006D 2Y3A (30X6-D/F-.080-NO PUNCH/STD RADIUS-HIP-W/G-WITH BORDER-SEE ATT) (50 EA)	50.00	20.75	1,037.50
17	SPECIALTRAFFIC T-DP032006D 2Y3A (32X6-D/F-.080-NO PUNCH/STD RADIUS-HIP-W/G-WITH BORDER-SEE ATT) (50 EA)	50.00	22.63	1,131.50

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QUOTATION

Newman Signs Inc.
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Jamestown, ND 58402
Phone: 800-437-9770

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Quote Date: 4/19/2022

Customer Number: INY-03-001

Ship Via: DELIVERY

Sales Rep: David Nygren

FOB: DESTINATION

Payment Terms: Net 30

Bill To:

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PURCHASING DEPT.
DRAWER Q
INDEPENDENCE CA, 93526

Ship To:

INYO COUNTY RD DEPT
750 S CLAY ST
INDEPENDENCE CA, 93526

Header Note:

18	SPECIALTRAFFIC T-DP036006D 2Y3A (36X6-D/F-.080-NO PUNCH/STD RADIUS-HIP-W/G-WITH BORDER-SEE ATT) (40 EA)	40.00	23.04	921.60
19	T-W41-130/2E3B 30X30 .080 1 POST STD PUNCH/RADIUS HIP B/Y BORDER BK/BLANK	30.00	33.57	1,007.10
20	T-W41-124/2E3B 24X24 .080 1 POST STD PUNCH/RADIUS HIP B/Y BORDER BK/BLANK	10.00	23.09	230.90
21	T-W20-1-A30/2E3C 30X30 .080 1 POST STD PUNCH/RADIUS HIP B/O ROAD WORK AHEAD (C23)	40.00	33.57	1,342.80
22	T-W20-730/2E3C 30X30 .080 1 POST STD PUNCH/RADIUS HIP B/O FLAGGER SYM (C9-A)	20.00	33.57	671.40
23	T-W3-430/2E3C 30X30 .080 1 POST STD PUNCH/RADIUS HIP B/O BE PREPARED TO STOP (C36)	20.00	33.57	671.40

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Phone: 800-437-9770

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Quote Date: 4/19/2022

Customer Number: INY-03-001

Ship Via: DELIVERY

Sales Rep: David Nygren

FOB: DESTINATION

Payment Terms: Net 30

Bill To:

INYO COUNTY RD DEPT
PURCHASING DEPT.
DRAWER Q
INDEPENDENCE CA, 93526

Ship To:

INYO COUNTY RD DEPT
750 S CLAY ST
INDEPENDENCE CA, 93526

Header Note:

24	T-W3-130/2E3A-3 30X30 .080 1 POST STD PUNCH/RADIUS HIP B/R/Y/W STOP AHEAD SYM (W17)	20.00	35.49	709.80
25	SPECIALTRAFFIC T-SP024024/2E3A-3 (24X24- S/F- .080- 1 POST STD PUNCH/RADIUS- HIP- B/R/Y/W- WITH BORDER-SEE ATT) (W17) (20EA) STOP AHEAD(SYM)	20.00	29.01	580.20

Subtotal: 18,534.90

7.75% Tax: 1,436.45 ~~0.00~~

Total: ~~19,971.35~~ ~~18,534.90~~

19,971.35

Free shipping

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

4/21/2022 2:37:57 PM

Shannon Platt

From: sales 5 <sales5@newmansigns.com>
Sent: Tuesday, April 26, 2022 8:57 AM
To: Donald Gockley
Subject: BID# RD22-02

Good morning, Don

Regarding Bid # RD22-02. Newman Signs will be paying for the freight.

If you have any questions, please let me know.

Thank you,

Dave & Jody

Jon Johnson / Sales Assistant



County of Inyo



Sheriff

CONSENT - NO ACTION REQUIRED

MEETING: May 10, 2022

FROM: Office of the Sheriff

SUBJECT: Animal Shelter Fence Installation Donation

RECOMMENDED ACTION:

Request Board, pursuant to Inyo County Code Section 6.26.020, accept a donation of Animal Shelter dog play yard fencing from Richard Eyer on behalf of the County.

SUMMARY/JUSTIFICATION:

Shelter volunteer Richard Eyer donated the installation cost (\$4,400) of the outdoor dog play yard at Big Pine Animal Shelter. Outdoor play is essential for the animals at the shelter to develop behavior skills to aid in the transition from the shelter to adoption by citizens.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your board could refuse the donation. The shelter staff does not recommend this action. Familiarization to the outside world is crucial in the development of animals at the Shelter.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

ATTACHMENTS:

1. Animal Shelter Donation Letter

APPROVALS:

Riannah Reade

Darcy Ellis

Riannah Reade

John Vallejo

Amy Shepherd

Created/Initiated - 4/25/2022

Approved - 4/25/2022

Approved - 4/25/2022

Approved - 4/25/2022

Approved - 4/26/2022

Eric Pritchard

Final Approval - 4/27/2022



"A Professional Service Agency"

Memorandum

To: Lt. Bachman
From: Julie Richardson
CC: Jodi Dimas
Date: 04/21/2022
Re: Fencing

On 4/14/2022, shelter volunteer Richard Eyer paid \$4,400.00 to Boyd Fencing to install fencing for a shelter dog play yard on Inyo County property at 1001 County Road, Big Pine, CA.

A handwritten signature in black ink, appearing to read "Richard Eyer", written over a horizontal line.

Richard Eyer

A handwritten signature in black ink, appearing to read "Julie Richardson", written over a horizontal line.

Julie Richardson



County of Inyo



Water Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: May 10, 2022

FROM: Aaron Steinwand

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – May 12, 2022

RECOMMENDED ACTION:

Request Board provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 12, 2022.

SUMMARY/JUSTIFICATION:

The upcoming Standing Committee meeting will be hosted by Los Angeles Department of Water and Power in person and via Webex videoconference. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

The Standing Committee agenda was in development at the time this agenda request was prepared. A final agenda will be circulated when it is completed. It is expected that the Standing Committee agenda will include a report on runoff and operations and the Blackrock Waterfowl Management Area (BWMA). The Standing Committee will set the Lower Owens River Project (LORP) seasonal habitat flow and BWMA flooded acreage after consultation with California Department of Fish and Wildlife. This is year 2 of an Interim Plan developed by Inyo County and LADWP as an adaptive management measure to adjust the wetland acreage and timing of the project to improve waterfowl habitat. The Technical Group is not scheduled to meet until May 9, 2022 to make recommendations to the Committee regarding project management, but the schedule in the interim plan for the upcoming year prescribed that the wetted acreage be 500 acres in the fall, winter, and early spring months. The 1997 MOU and the 2009 Post Implementation Agreement require that the Standing Committee set the annual seasonal habitat flow SHF for the LORP. Given the exceptionally low runoff forecast, the LORP EIR would not require a SHF and instead the 40 cfs baseflow in the Lower Owens River would be maintained throughout the year.

The Standing Committee will discuss the Draft LADWP Annual Operations Plan. In April, this Board considered the Draft Plan and provided direction to staff regarding the contents of the County's comments on the Plan. The Technical Group will consider the County's comments on May 9. In the Draft Plan, LADWP proposes to fully supply water to mitigation and environmental projects and lands that have an allocation less than 4ac-ft/ac.

Actual runoff last year was the lowest on record, and forecasted runoff in 2022 would be the second lowest on record. Given the exceptional drought, the Draft Plan includes a request to cap irrigation deliveries at 4 ac-ft/ac. In accordance with Section IV.A. of the Water Agreement, a program of reasonable reductions in irrigation water

supply must be approved by the Inyo Board of Supervisors and the Department acting through the Standing Committee. The meeting agenda will include an action item to consider the proposed reduction in irrigation.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

LADWP, CDFW

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Aaron Steinwand
Darcy Ellis
Aaron Steinwand
John Vallejo
Amy Shepherd

Created/Initiated - 4/28/2022
Approved - 4/28/2022
Approved - 4/28/2022
Approved - 4/29/2022
Final Approval - 5/2/2022



County of Inyo



Health & Human Services - ESAAA DEPARTMENTAL - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Melissa Best-Baker

SUBJECT: Amending authorized strength in ESAAA

RECOMMENDED ACTION:

Request Board amend the Authorized Strength in Behavioral Health by deleting three (3) A-Par Program Services Assistant (PSA) I-III positions and adding two (2) B-Par PSA I-III positions at Range 46 (\$16.25-\$19.84), Range 48 (\$17.11-\$20.72), or Range 50 (\$17.85-\$21.71).

SUMMARY/JUSTIFICATION:

The PSA position provides a wide range of supportive services in the senior programs, including, but not limited to, assisted transportation, congregate meal program support, meal delivery, homemaker services and respite care. The Department has recruited for the A-Par positions for over 6 months with minimal to no applicants. The department was able to fill one position in the Bishop area to provide Friendly Visitor services, but has not been able to fill the remaining two positions. The Department is respectfully requesting your Board delete all three A-Par positions and establish two partially benefitted B-Par positions and move the employee currently in one of the A-Par position to one of the B-Par positions. We are hopeful this will result in a more successful recruitment and will allow us to better meet the needs of our seniors.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to maintain the current staffing structure and the Department would continue to recruit to fill the vacancies.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

MHSA, State funds, Federal funds and County General Funds. These positions are budgeted in CMH (045200), ESAAA (683000) and ICGOLD (056100) in the salaries and benefits object codes.

ATTACHMENTS:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 4/28/2022
Darcy Ellis	Approved - 4/28/2022
Melissa Best-Baker	Approved - 5/1/2022
Marilyn Mann	Approved - 5/4/2022
Melissa Best-Baker	Approved - 5/5/2022
Keri Oney	Approved - 5/5/2022
Denelle Carrington	Approved - 5/5/2022
Amy Shepherd	Approved - 5/5/2022
Marilyn Mann	Final Approval - 5/5/2022



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Michael Errante

SUBJECT: Filling of Vacant Assistant Engineer at Step E

RECOMMENDED ACTION:

Request Board authorize the filling of the vacant Engineering Assistant II at a Step E.

SUMMARY/JUSTIFICATION:

On January 4, 2022, the Board authorized the recruitment of an Engineering Assistant I/II depending on qualifications. Public Works has identified a candidate at the Engineering Assistant II level that has extensive knowledge and experience. The candidate has a California Engineering In Training (EIT) certificate and has the skills and training necessary for this position. This expertise and experience, combined with a strong desire to reside and work in the Owens Valley, make this an exceptional candidate.

Staff is requesting that pursuant to Sections 5.5 of the Personnel Rules and Regulations of Inyo County, due to the exceptional qualifications of the candidate and the difficulty in finding qualified technical/professional staff, the Board authorize filling the vacant Engineering Assistant II Position at Step E.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve filling the position at Step E. This is not recommended because it is difficult to find qualified applications for professional positions.

OTHER AGENCY INVOLVEMENT:

Personnel Department

FINANCING:

The funding for this position will be 100% Public Works (150100).

ATTACHMENTS:

APPROVALS:

Teresa Elliott
Darcy Ellis
Breanne Nelums
Sue Dishion
Amy Shepherd
Michael Errante

Created/Initiated - 4/28/2022
Approved - 4/28/2022
Approved - 4/28/2022
Approved - 4/28/2022
Approved - 4/28/2022
Final Approval - 4/28/2022



County of Inyo



Clerk of the Board

DEPARTMENTAL - ACTION REQUIRED

MEETING: May 10, 2022

FROM: Assistant Clerk of the Board

SUBJECT: Approval of Meeting Minutes

RECOMMENDED ACTION:

Request Board approve the minutes of the regular Board of Supervisors meeting of May 3, 2022.

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 - 5/5/2022
Final Approval - 5/5/2022

Commissioners
Samantha Murray, President
Del Mar
Erika Zavaleta, Vice President
Santa Cruz
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Vacant, Member

STATE OF CALIFORNIA
Gavin Newsom, Governor

Melissa Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov
www.fgc.ca.gov

Fish and Game Commission



*Wildlife Heritage and Conservation
Since 1870*

MEETING AGENDA – TELECONFERENCE May 19, 2022, 8:30 am

California Department of Fish and Wildlife
Large Conference Room, 3883 Ruffin Road, San Diego, CA 92123
(enter through the single door located in the middle of the building)

Members of the public may participate in the teleconference meeting at the address above and any of the following locations:

- Central Valley Regional Water Quality Control Board, Gregory Cash Room, 364 Knollcrest Drive, Redding, CA 96002
- California Department of Fish and Wildlife, Conference Room, 50 Ericson Court, Arcata, CA 95521
- Napa Valley Fumé, 180 Klamath Court, American Canyon, CA 94503
- Natural Resources Building, 715 P Street, Room 2-310, Sacramento, CA 95814

The meeting will be live streamed *for listening purposes only*; visit www.fgc.ca.gov the day of the meeting.

Note: See important meeting deadlines and procedures, including written public comment deadlines, starting on page 5. Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

CALL TO ORDER/ROLL CALL TO ESTABLISH QUORUM

1. **Consider approving agenda and order of items**

GENERAL PUBLIC COMMENT

2. **General public comment for items not on the agenda**

Receive public comment regarding topics within the Commission's authority that are not included on the agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), California Government Code).

DISCUSSION AND ACTION ITEMS

3. Central Valley sport fishing

Consider adopting proposed changes to Central Valley sport fishing regulations and consider taking final action under the California Environmental Quality Act (CEQA). (Amend subsections 7.40(b)(4), (43), (66) and (80), Title 14, CCR)

4. Klamath River Basin sport fishing

Consider adopting proposed changes to Klamath River Basin sport fishing regulations and consider taking final action under CEQA. (Amend subsection 7.40(b)(50), Title 14, CCR)

5. Game fish contests

Discuss proposed changes to game fish contest regulations. (Amend Section 230, Title 14, CCR)

6. Clarification of allowed and prohibited uses for state marine recreational management areas (SMRMAs)

Discuss proposed changes to clarify allowed and prohibited uses for SMRMAs. (Amend subsections 632(b)(9), (37), (41), (42) and (91), Title 14, CCR)

Adjourn

California Fish and Game Commission 2022 Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations.

Meeting Date	Commission Meeting	Committee Meeting
June 15-16	Los Angeles/Orange County area	
July 14		Marine Resources Santa Rosa area
August 16		Tribal Fortuna
August 17-18	Fortuna	
September 15		Wildlife Resources Los Angeles/Inland Empire
October 12-13	Truckee	
November 17		Marine Resources San Diego area
December 13		Tribal San Diego area
December 14-15	San Diego area	

Other Meetings of Interest

Association of Fish and Wildlife Agencies

- September 18-21, 2022 – Fort Worth, TX

Pacific Fishery Management Council

- June 7-14, 2022 – Vancouver, WA
- September 7-14, 2022 – Boise, ID
- November 2-8, 2022 – Orange County, CA

Pacific Flyway Council

- August 26, 2022 – Juneau, AK

Western Association of Fish and Wildlife Agencies

- July 10-15, 2022 – Oklahoma City, OK

Wildlife Conservation Board

- May 26, 2022 – Sacramento, CA
- August 25, 2022 – Sacramento, CA
- November 17, 2022 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks 153 years of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Equal Employment Opportunity (EEO) Office at EEO@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the EEO Office immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The **Comment Deadline** for this meeting is **5:00 p.m. on May 6, 2022**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The **Supplemental Comment Deadline** for this meeting is **noon on May 16, 2022**. Comments received by this deadline will be made available to Commissioners at the meeting.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at <https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change>. Petitions for regulation change are traditionally held for receipt at regularly scheduled Commission meetings in February, April, June, August, October and December. Petitions submitted following the April 20-21, 2022 Commission meeting will be received at the next regularly scheduled business meeting on June 15-16, 2022, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests will follow a two-meeting cycle to ensure proper review and thorough consideration of each item. Non-regulatory requests are traditionally held for receipt at regularly scheduled Commission meetings in February, April, June, August, October and December. Non-regulatory requests submitted following the April 20-21, 2022 Commission meeting will be received at the June 15-16, 2022 meeting.

Speaking at the Meeting

For this meeting, speakers must participate at one of the locations listed on the agenda.

Please complete a "speaker card" and provide it to the designated staff member before the agenda item is announced. Cards will be available near the entrance of the meeting room.

Only one speaker card is necessary for speaking to multiple items.

1. Speakers will be identified in groups; please line up when your name is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, please appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to the following exceptions:
 - a. The presiding commissioner may allow up to five minutes to an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
 - b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time.
 - c. Individuals may receive advance approval for additional time to speak if requests for additional time to speak are received by email or delivery to the Commission office by the **Supplemental Comment Deadline**. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
 - d. An individual requiring an interpreter is entitled to at least twice the allotted time pursuant to Government Code Section 11125.7(c).
 - e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the **Supplemental Comment Deadline** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at an in-person meeting location, it is recommended that a print copy of any electronic presentation be submitted in case of technical difficulties.

