



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

Alternate Meeting Location:

805 Blackrock Springs Rd., Independence, California

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. (2) 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). (3) 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).

REGULAR MEETING

December 17, 2024

8:30 AM

1) Public Comment on Closed Session Item(s)

Comments may be time-limited

CLOSED SESSION

2) Conference with County's Labor Negotiators – Pursuant to Government

Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington.

OPEN SESSION

(With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

- 9 A.M.**
- 3) **Pledge of Allegiance**
 - 4) **Report on Closed Session as Required by Law**
 - 5) **Recognition** - District Attorney Tom Hardy
 - 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) **Approval of Minutes for the December 3, December 10, and December 11, 2024 Board of Supervisors Meetings**

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meetings of December 3, 2024, and December 10, 2024, and the special Board meeting of December 11, 2024.

- 9) **Ratification of Grant Submission to the Carl Moyer Memorial Air Quality Standards Attainment Program**

County Administrator | Meaghan McCamman

Recommended Action:

Ratify and approve the submission of a grant application for \$100,000 for an On-Road Heavy-Duty truck to the Carl Moyer Memorial Air Quality Standards Attainment Program.

- 10) **Film Permit Fee Ordinance**

County Administrator | Darcy Ellis, Meaghan McCamman

Recommended Action:

Approve proposed Ordinance 1315 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 5.41 to the Inyo County Code Regulating Commercial Filming Upon All County Owner Property, Requiring Permits Therefore, and Setting Associated Fees and Repealing Ordinance No. 1088 (2004)."

11) Approval of RingCentral Telephony Contract

County Administrator - Information Services | Noam Shendar

Recommended Action:

- A) Declare RingCentral, Inc., of Belmont, CA ("RingCentral"), a sole-source provider of Voice over IP ("VoIP") telephony services;
- B) Approve the agreement between the County of Inyo and RingCentral for the provision of VoIP services in an amount not to exceed \$7,500 per month for the period of 3 years (i.e., not to exceed \$270,000 over the course of 3 years), with recurring expenses to begin no earlier than April 1, 2025, in addition to a one-time implementation cost of \$13,800 to be paid no earlier than January 2025, contingent upon the Board's approval of future budgets; and
- C) Authorize the Chief Information Officer to sign.

12) Eastern Sierra Area Agency on Aging Advisory Council Appointment

Health & Human Services - ESAAA | Morningstar Willis-Wagoner

Recommended Action:

- A) Reappoint Ms. Sandra Lund and Mr. Roger Rasche each to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2026; and
- B) Appoint Ms. Laura Janoff to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2026.

13) Lower Owens River Project 2023-2024 Annual Accounting Report Approval

Water Department | Holly Alpert

Recommended Action:

Approve the 2023-2024 Lower Owens River Project Annual Accounting Report

REGULAR AGENDA

14) Approval of Resolution for Management Employees

County Administrator - Personnel | Keri Oney
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

Approve Resolution No. 2024-45 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any prior Resolutions Pertaining to That Subject to the Extent They Are Inconsistent," and authorize the Chairperson to sign.

15) Approval of Resolution for Appointed Officials

County Administrator - Personnel | Keri Oney
15 minutes

Recommended Action:

Approve Resolution No. 2024-46 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2006-06 and 2024-31 and Setting Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

16) Approval of Personal Services Contracts for Appointed Official Employees and Management Employees

County Administrator - Personnel | Keri Oney
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

Approve, and authorize the Chairperson to sign, the employment agreements between the County of Inyo and: Aaron Holmberg; Abhilash Itharaju; Allison Krohn; Amy Weurdig; Anna Scott; Ashley Helms; Caroline Nott; Carolynn Phillips; Cathreen Richards; Christian Milovich; Christie Martindale; Dana Crom; Darcia Blackdeer-Lent; David Christensen; Denelle Carrington; Elaine Kabala; Fred Aubrey; Gina Ellis; Grace Weitz; Holly Alpert; Jeffrey Thomson; Jerry Oser; John Laux; John Vallejo; Julie Weier; Keri Oney; Meaghan McCamman; Melissa Best Baker; Michael Errante; Morningstar Willis-Wagoner; Nathan Greenberg; Nathan Reade; Noam Shendar; Scott Armstrong; Shannon Platt; and Stephanie Tanksley.

17) Appointment to Bishop Rural Fire Protection District Board of Commissioners

Clerk of the Board | Assistant Clerk of the Board
10 minutes

Recommended Action:

Appoint one of two applicants -- Mr. Chris Cox or Mr. Gavin Delmas -- to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2028.

18) Appointments to the Child Care Planning Council

Clerk of the Board | Assistant Clerk of the Board
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Make the following reappointments and/or appointments to the Inyo County Child Care Planning Council: reappoint Katelyne Lent to a four-term in the Discretionary category ending November 4, 2027; reappoint Kat Duncan to a four-year term in the Public Agency representative category ending November 4, 2027; and either reappoint Pamela Martinez or appoint Ambrosia Stone to a four-year term in the Community Representative category ending November 4, 2027.

19) Review of Proposed Commercial Filming and Photography Permit and Film Production Guide

County Administrator - Economic Development | Darcy Ellis, Meaghan McCamman
20 minutes

Recommended Action:

A) Conduct workshop on the Inyo County Commercial Filming and Photography Permit and Film Production Guide; and B) Provide any follow-up direction to staff as necessary.

20) Approval of Acquisition of OpenGov Budgeting & Procurement Modules

County Administrator | Nate Greenberg
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Approve three-year agreement between County of Inyo and OpenGov for the purchase of online budgeting and procurement solutions for the total amount of \$245,014.27.

21) Recognition of Outgoing District 5 Supervisor Matt Kingsley

Board of Supervisors | Nate Greenberg
20 minutes

Recommended Action:

Recognize Fifth District Supervisor and current Chairperson Matt Kingsley for his 12 years of service to the residents and visitors of Inyo County on the eve of his retirement.

LUNCH

- 22)** The Board will recess for the annual employee holiday potluck and reconvene for an afternoon session if necessary, no later than 1:30 P.M.

ADDITIONAL PUBLIC COMMENT & REPORTS

23) Public Comment

Comments may be time-limited

24) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



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DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-972

Recognition - District Attorney Tom Hardy Board of Supervisors NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Recognize District Attorney Tom Hardy for his years of service with Inyo County.

BACKGROUND / SUMMARY / JUSTIFICATION:

Tom Hardy has served Inyo County for more than 19 years, including almost 12 years as the District Attorney. Hardy served as an Assistant District Attorney from 1997-2002, and then as a Deputy District Attorney IV from 2004-2006. He was appointed to the office of the District Attorney by the Board of Supervisors in September 2013, subsequently winning election to the post in 2014 and winning re-election twice thereafter. He is retiring from the County at the end of the calendar year, and the Board and various staff would like to take this opportunity to recognize him for his service.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not Applicable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

APPROVALS:

Darcy Ellis

Darcy Ellis

Keri Oney

Nate Greenberg

Created/Initiated - 12/9/2024

Approved - 12/9/2024

Approved - 12/9/2024

Final Approval - 12/10/2024

ATTACHMENTS:



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-935

Approval of Minutes for the December 3, December 10, and December 11, 2024 Board of Supervisors Meetings

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meetings of December 3, 2024, and December 10, 2024, and the special Board meeting of December 11, 2024.

BACKGROUND / 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.

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 12/11/2024
Final Approval - 12/11/2024

ATTACHMENTS:

1. Draft December 3, 2024 Minutes
2. Draft December 10, 2024 Minutes
3. Draft December 11, 2024 Minutes - Special Meeting

MINUTES



County of Inyo Board of Supervisors

December 3, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on December 3, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Attending remotely from 5385 Rd 110, Hopland, CA pursuant to California Government Code 54953(b)(1): Jeff Griffiths.

Closed Session
Public Comment

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Kingsley recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, Auditor-Controller Amy Shepherd, and Assistant CAO Denelle Carrington; No. 3 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Planning Director; No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Public Works Director; and No. 5 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property Description: County lands and rights-of-way containing Digital 395 node sites, community service cabinet sites, anchor sites, and underground fiber optic transmission lines as shown on the maps attached to this agenda item. Agency Negotiators: Scott Armstrong, Nate Greenberg, John-Carl Vallejo. Negotiating parties: Inyo County and California Broadband Cooperative, Inc. Under negotiation: Price and terms of payment.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:06 a.m. with all Board members present.

Pledge of Allegiance

CAO Greenberg led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 5 and said that no action was taken during closed session that is required to be reported. Vallejo reported that the Board would meet later in the meeting to discuss the remaining closed session items.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley and Nate Reade.

Introductions

The following new employees were introduced to the Board:

- Public Works: Salvador Duran, Building & Maintenance Worker; and KC Eugene Ray, Building & Maintenance Worker.

Recognition

Chairperson Kingsley introduced an item to recognize retiring Treasurer-Tax Collector Alisha McMurtrie for 25 years of service, nearly 18 of which were served in her current elected

position.

Board members took the opportunity to offer their farewells and gratitude.

Supervisor Kingsley: "When I got elected, I wasn't so sure about Alisha. She can be, you know, pretty direct. But as I worked with her, I realized I could also be direct with her and that Alisha always responds. When I had constituents who had issues, I could refer them to her and 99% of the time, those issues were resolved."

Supervisor Orrill: "I've always been so appreciative of your integrity and your openness and your love of our County. It is important that as elected officials, we hold the trust of people who elect us, and you exemplify being able to do that."

Supervisor Marcellin: "You've given me information I've needed at the drop of a hat to take care of things, and I really appreciate you being open and honest, and as Matt said, you tell it how it is."

Supervisor Roeser: "You answered me with responses such as, 'We always uphold the rights of our taxpayers and our citizens and their constitutional rights.' That means a lot to me, and it means a lot to our citizens, and I appreciate that." Roeser went on to further explain her belief that this deep-seeded pride and conviction is attributed to McMurtrie's previous years of service in the United States Army as a Sergeant in Tactical Communications, and briefly shared the related history.

Supervisor Griffiths: "It's been really great working with you for 12 years. With Alisha, what you see is what you get. She has integrity, she's a straight shooter, and she's always been great to work with."

Staff members, colleagues, and other individuals also commented.

CAO Greenberg: "The stable position that we are in financially and the general direction that we are headed, are as a result of your leadership."

Auditor-Controller Amy Shepherd: "I've had the honor of working with Alisha for over 20 years and today is a little bittersweet. While she enters into a well-deserved retirement, the County is losing a dedicated public servant, a fierce advocate of the taxpayer and expert financial advisor."

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis: "I want to thank you for your service and your vigilance in protecting our resources and in providing wisdom that helps this County financially. In just the past couple of years, you've brought forward some major recommendations that have put us on better financial footing and as an employee and a taxpayer, I appreciate that."

Chairperson Kingsley asked if anyone from the audience wanted to comment.

Former Inyo County Assistant CAO (and long-time Deputy Personnel Director) Sue Dishion shared how McMurtrie had been very active in the unions and a great advocate for employees and wished her a happy retirement.

In true "McMurtrie fashion", she wrapped up her own recognition ceremony and said, "This has been an enjoyable ride. I owe a lot to the County of Inyo and to all of its citizens for sending me back to this current position five times. I started under John Tracy, who was my mentor, and I really appreciate everything he did for me, and I want to thank my family, my husband Garrett, and my in-laws, because you cannot do an elected job without the support of your family."

Presentation

Risk Manager Aaron Holmberg presented the "Annual Most Improved in Safety" Award to Inyo County Parks & Recreation. Park Manager Daniel Briceno, accompanied by Park Specialist Leads Chuck Baker and Justin Drew, accepted the award and thanked his staff for improvements made to parks and campgrounds throughout the County.

Board members expressed gratitude and excitement for upcoming plans to improve County

facilities.

***Clerk of the Board –
Approval of Minutes***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of November 12, 2024. Motion carried unanimously.

***CAO –
Board of Supervisors
Meeting Schedule/
Ordinance 1312 &
Resolution #2024-38***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Approve proposed Ordinance 1312, titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sections 2.04.010 and 2.04.020 of the Inyo County Code;"
- B) Approve Resolution No. 2024-38, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Establishing the Board of Supervisors Meeting Schedule for the 2025 Calendar Year," and authorize the Chairperson to sign; and
- C) Approve amendment to the Board Governance and Rules of Procedure Section III Rule 3 to conform with Ordinance 1312.

Motion carried unanimously.

***District Attorney –
Victim/Witness
Assistance Program
Grant Acceptance***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW24029001) Grant from the Governor's Office of Emergency Services for Fiscal Year 2024-2025; and
- B) Authorize the District Attorney and the Administrative Assistant to the District Attorney to submit, accept, approve, and sign all grant applications, agreements and/or other documents, as needed, on behalf of the Inyo County District Attorney's Office.

Motion carried unanimously.

***Planning Department –
Yucca Mountain 2023-
2024 Fund Certification***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Certify that \$40,136.00 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425; and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85);
- B) Authorize the Chairperson to sign the certification; and
- C) Direct Staff to submit the certification to the U.S. Department of Energy.

Motion carried unanimously.

***Public Works –
Lily Alley Road Closure***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the temporary closure of Lily Alley between East Center Street and East Main Street in Independence to accommodate the Annual Tour of Christmas Lights and Community Gathering on December 21, 2024, from 2-11 p.m. Motion carried unanimously.

***Public Works –
Carroll Creek Road
Bridge Replacement
Project Right of Entry***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the Right of Entry between the County of Inyo and the Los Angeles Department of Water and Power for construction of the Carroll Creek Road Bridge Replacement Project and authorize the Director of Public Works to sign. Motion carried unanimously.

***Public Works –
Northern Inyo Airport
Advisory Committee
Appointment***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to appoint Tyler Core to a four-year term as an alternate voting member on the Northern Inyo Airport Advisory Committee, ending October 31, 2028. Motion carried unanimously.

***Sheriff –
2025 Pet Lover's Spay
and Neuter Grant
Application***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to authorize the Sheriff's Office to apply to the California Department of Food and Agriculture 2025 Pet Lover's Spay and Neuter Grant Program. Motion carried unanimously.

***Treasurer-Tax
Collector –
Repealing Subsection***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Ordinance 1313 titled, "An Ordinance of the Inyo County Board of Supervisors Repealing Subsection 16.32.330(D) of the Inyo County Code Pertaining to Taxes and Assessments for

16.32.330(D)/
Ordinance 1313

CAO –
PAWS License
Agreement

Subdivisions." Motion carried unanimously.

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion. Deputy CAO Meaghan McCamman introduced the item, provided a brief overview of the agreement, and introduced PAWS President Nate Reade and former Post Commander for the Independence American Legion Jim Connaughton, who answered Board member questions.

Public comment was received from Don Bright.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the license agreement between the County of Inyo and PAWS of Independence, CA, for the non-exclusive use of a portion of the real property described as Independence Legion Hall, in an amount not to exceed \$25 per year for the period of December 3, 2024, through June 30, 2029, and authorize the Chairperson to sign. Motion carried unanimously.

Public Works-
Recycling & Waste
Management –
Caterpillar Wheel
Loader Purchase

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion.

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

- A) Declare Quinn Company of Lancaster, CA a sole-source provider of a 2025 Caterpillar Wheel Load; and
- B) Authorize the issuance of a purchase order in an amount not to exceed \$311,273.13, payable to Quinn Company of Lancaster, CA.

Motion carried unanimously.

Clerk-Recorder-
Elections –
Statement of All Votes
Cast

Clerk-Recorder-Registrar of Voters Danielle Sexton provided a summary of the 2024 Election results and audit. Board members congratulated the winning candidates thanked Sexton and her staff for their hard work and integrity.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to declare elected those persons for each election under the County's jurisdiction and declare the results of each election under its jurisdiction as to each measure voted on at the election, based on the certified results as required by law and as specified in the Statement of All Votes Cast for the Statewide General Election held on November 5, 2024. Motion carried unanimously.

BOS –
Film Commissioner
Oral Report

Inyo County Film Commissioner Jesse Steele provided an oral report on recent filming activity.

CAO-Personnel –
ICEA MOU/Resolution
#2024-40

CAO Greenberg provided a report on the Class and Compensation Study, discussed the negotiations process which began in August of 2023, and answered Board member questions with the assistance of Assistant Personnel Director Keri Oney.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to ratify and approve the July 1, 2024, through June 30, 2027, Memorandum of Understanding between the County of Inyo and Inyo County Employees Association (ICEA) and approve Resolution No. 2024-40, titled, "Adopting and Approving an Memorandum of Understanding with the Inyo County Employees Association," and authorize the Chairperson to sign. Motion carried unanimously.

CAO-Personnel –
ICPPOA
MOU/Resolution
#2024-41

Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve the April 1, 2024, through June 30, 2027, Memorandum of Understanding between the County of Inyo and the Inyo County Probation Peace Officers Association (ICPPOA) and approve Resolution No. 2024-41, titled, "Adopting and Approving an Memorandum of Understanding with the Inyo County Probation Peace Officers Association," and authorize the Chairperson to sign. Motion carried unanimously.

CAO-Personnel –
Non-Represented
Employee Resolution

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Resolution No. 2024-39 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Non-Represented

#2024-39	Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign. Motion carried unanimously.
Recess/Reconvene	The Chairperson recessed the meeting for a break and to return to closed session at 12:20 p.m. and reconvened the meeting at 1:49 p.m. with all Board members present.
Report on Closed Session	County Counsel Vallejo reported that the Board completed Closed Session discussions and that no action was taken that is required to be reported.
Planning Department – Bonanza Peak Solar Presentation	<p>The Board received a presentation from Director of Permitting for the Bonanza Peak Project Stephanie Lauer and Project Manager Larry Greene on a proposed 500MW solar photovoltaic energy generation project in the Charleston View area.</p> <p>Board members requested that extra attention be given to concerns about fire suppression and provided suggestions on ways that Bonanza Peak Solar could give back to the local community.</p>
CAO – EMS Cost-Share, Equity Funds, Budget Amendment	<p>CAO Greenberg brought forth an agreement between the County, Bishop Tribe, and the City of Bishop to share the costs of ensuring continuity of 911 emergency services in the Bishop area, through REACH. He explained that the contribution amounts are based on population.</p> <p>Greenberg said efforts are still underway to release a Request for Proposals (RFP) from entities interested in providing 911 ambulance service under an exclusive operation agreement, but noted it will take time for the state to review and approve the RFP before the County can move forward.</p> <p>Greenberg also presented a staff recommendation to distribute funds to volunteer fire departments for delivering 911 emergency medical services in other areas of the County. The dollar amount discussed and proposed for the County's contribution for the 24-25 Fiscal Year was \$82,000.</p> <p>The Board asked questions and collectively agreed that more should be contributed to the volunteer fire departments. CAO Greenberg and Assistant CAO Denelle Carrington assisted the Board with crunching numbers and the Board agreed it would be beneficial to set a \$15,000 floor and \$35,000 cap on those contributions.</p> <p>Moved by Supervisor Kingsley and seconded by Supervisor Roeser to:</p> <ul style="list-style-type: none"> A) Approve agreement between County of Inyo, City of Bishop, and Bishop Paiute Tribe for purpose of cost sharing of the financial support for continuity of 911 Emergency Medical Services in the Bishop Operating Area for the period between January 1, 2025, and June 30, 2025; B) Approve staff recommendation for equity distribution of funds on a per-call to each of the other volunteer fire departments for the purpose of delivering 911 Emergency Medical Services in other areas of the County (info about base rate); and C) Amend the Fiscal Year 2024-2025 County Budget as follows: increase appropriation in the Emergency Services Budget #011404 as follows: Professional Services (5265) by \$127,424, Other Agency Contributions (5539) by \$115,000, and increase the revenue object code Other Agencies (4599) by \$56,424; and reduce the Contingencies - General Budget (087100), Contingencies Object Code (5901) by \$186,000. <p>Motion carried unanimously.</p>
County Counsel – Proposed Ordinance to Modify Enforcement of Building Code	<p>Moved by Supervisor Roeser and seconded by Supervisor Marcellin to waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Modifying Section 14.08.090 of the Inyo County Code Related to the Enforcement of the California Building Code," and schedule enactment for December 10, 2024 in the Board of Supervisors Chambers, County Administrative Center, Independence. Motion carried unanimously.</p>

***County Counsel –
Budget Amendment***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to amend the Fiscal Year 2024-2025 County Counsel Budget (010700) as follows: increase estimated revenue in Other Agencies (4599) by \$30,000; and increase appropriation in Professional Services (5265) by \$30,000. Motion carried unanimously.

***County Counsel –
Budget Amendment/
Contingencies***

Moved by Supervisor Orrill and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2024-2025 County Counsel Budget (010700) as follows: increase appropriation in Professional Services (5265) by \$40,000 (*4/5ths vote required*); and
- B) Amend the Fiscal Year 2024-2025 Contingencies Budget (087100) as follows: decrease appropriation in Contingencies (5901) by \$40,000 (*4/5ths vote required*).

Motion carried unanimously.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

***Board Member & Staff
Reports***

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis said she attended a conference for the California Clerk of the Board Association in Pasadena and congratulated Supervisor Griffiths for his recent appointment as President of the California State Association of Counties.

CAO Greenberg offered congratulations to incoming 5th District Supervisor Will Waddleton and Supervisor Griffiths, 2025 CSAC President. Greenberg said he attended the CSAC Conference in Pasadena and will be helping with the 2024 Inyo County CSAC Leadership Cohort Presentations tomorrow and attending the Horseshoe Fire debrief meeting tonight.

Supervisor Kingsley said he attended the CSAC Conference and Supervisor Griffiths' swearing-in ceremony.

Supervisor Orrill said she attended the CSAC Conference and congratulated Supervisor Griffiths and said she also had the opportunity to tour NASA's jet propulsion laboratory.

Supervisor Marcellin said he attended the CSAC conference and said he is proud of Supervisor Griffiths for being elected CSAC President. Marcellin said he attended the Northern Inyo Airport Advisory Committee meeting and the Bishop Creek Water Association Appreciation Dinner and will attend a Local Transportation Commission meeting tomorrow.

Supervisor Roeser congratulated Supervisor Griffiths for the honor of being elected CSAC President and said she was unable to attend because she was celebrating her 36th wedding anniversary out of the area. Roeser said she recently attended meetings for the Northern Inyo Airport Advisory Committee, the Standing Committee meeting, and a meeting with local ranch leaseholders.

Supervisor Griffiths spoke about the swearing-in ceremony at CSAC and thanked the Inyo County supervisors and staff members who attended to show their support.

Adjournment

The Chairperson adjourned the meeting at 3:28 p.m. to 8:30 a.m. Tuesday, December 10, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT

MINUTES



County of Inyo Board of Supervisors

December 10, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on December 10, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

Closed Session Public Comment

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Kingsley recessed open session at 8:34 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Chief of Probation and No. 3 **Conference with County's Labor Negotiators** – Pursuant to Government Code §54957.6 – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, Auditor-Controller Amy Shepherd, and Assistant CAO Denelle Carrington.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:11 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Marcellin led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 3 and no action was taken during closed session that is required to be reported. Vallejo said the Board would reconvene later in the meeting to discuss Item No. 2.

Introductions

The following new employees were introduced to Board:

- A) **Child Support Services:** Julissa Rock, Child Support Officer
- B) **Health and Human Services:** Liliana Fregoso, HHS Specialist; and Toni Huff, Social Worker Supervisor
- C) **Probation:** Marco Solorio-Millan, Rehabilitation Specialist

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Trevor Warner, Jen Roeser, and Matt Kingsley.

County Department Reports

Public Works Director Mike Errante said that he attended a California Transportation Commission meeting last week, then provided a brief update on the status of the Mt. Whitney Portal Road repair project, which he said is on schedule for a December completion and early January re-opening of the road.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of December 2, 2024. Motion carried unanimously.

**CAO –
Eastern Sierra
Community Foundation
Funding Application &
Letter of Support**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve a letter of support for the Eastern Sierra Community Foundation funding application through Sierra Jobs First. Motion carried unanimously.

**County Counsel –
Modification to CA
Building Code/
Ord. 1314**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to approve Ordinance 1314 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Modifying Section 14.08.090 of the Inyo County Code Related to the Enforcement of the California Building Code." Motion carried unanimously.

**Public Works-
Recycling & Waste
Management –
Tire Amnesty Fee
Waivers**

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Waive all gate and disposal fees associated with the Tire Amnesty Events; and
- B) Authorize payment from Recycling Waste Management to American Refuse, the County's tire hauler, for pickup for these events only, in addition to its existing contract for tire hauling for waste management.

Motion carried unanimously.

**Public Works-
Recycling & Waste
Management –
Waste Hauler
Maximum Rate
Adjustments**

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion and Supervisor Roeser requested revisiting the franchise agreement at a future date.

- A) Approve the Consumer Price Index (CPI) adjustment of 3.8% to the portion of the Service Fee Maximum rates not associated with the tipping fees, effective January 1, 2025, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and
- B) Adopt the new schedule of Maximum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.

Motion carried unanimously.

**Public Works –
Jail Admin. Remodel
N.O.C. & Reso. No.
2024-42**

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion. Public Works Director Errante provided a slideshow presentation showcasing before and after photos of the project. Supervisor Orrill thanked staff for their hard work.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve Resolution No. 2024-42, titled, "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 Jail Administration Remodel Project," and authorize the Chairperson to sign. Motion carried unanimously.

**CAO –
City Park Field #6
Improvements/City of
Bishop MOU**

CAO Greenberg introduced Bishop City Manager Deston Dishion who provided information on the Bishop City Park Field #6 improvement project and answered Board member questions.

Public comment was received from John-Carl Vallejo.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

- A) Approve the Memorandum of Understanding (MOU) Between the City of Bishop and the County of Inyo Concerning the Field 6 Enhancement Project and authorize the Chairperson to sign; and
- B) Approve the payment of \$250,000 upon receipt of the invoice from the City of Bishop.

Motion carried

**CAO-Budget –
TOT District 5
Improvement Fund
Budget Amendment**

CAO Greenberg provided information on the Transient Occupancy Tax and the history of the District Improvement Fund and explained proposed changes to the policy, which would allow for the continuity of earmarked revenues for districts but would align better with the current budget process. Greenberg said the changes to the policy will allow for one-time allocations with the expanded ability to assist not only County-led initiatives but also outside agency

contributions.

Chairperson Kingsley explained that Death Valley generates the bulk of the TOT tax revenue for Inyo County and suggested a \$100,000 contribution to the Southern Inyo Fire Protection District from the District 5 fund with the remainder contributed to a community center in Death Valley. Kingsley acknowledged that the Board will not decide on where the money goes today and thanked fellow Board members for consideration of his proposed ideas.

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2024-2025 TOT DIST 5 IMPRV FUND Budget (510407) as follows:
Increase estimated revenue in Operating Transfer In (4998) by \$167,749 and increase appropriation in Other Agency Contribution (5539) by \$167,749 (*4/5ths vote required*); and
- B) Revise the TOT District Improvement Fund Budget Policy that was established in December 2022 per the recommendations included in the attached "Revision 1" version.

Motion carried unanimously.

**CAO –
Film Fee Ordinance**

Deputy CAO Meaghan McCamman provided a presentation with background information on existing commercial filming fees and a proposed updated fee schedule, noting that a new film production guide and countywide permit will be on the agenda for review next week.

Chairperson Kingsley opened the public hearing at 11:35 a.m. and with no one wishing to provide public comment, closed the hearing at 11:35 a.m.

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis assisted McCamman with answering Board questions and credited Administration Operations Analyst Rebecca Graves for her contributions to the project.

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Waive further reading of proposed Ordinance 1315 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 5.41 to the Inyo County Code Regulating Commercial Filming Upon All County Owner Property, Requiring Permits Therefore, and Setting Associated Fees and Repealing Ordinance No. 1088 (2004)" and schedule adoption for December 17, 2024 in the Board of Supervisors Chambers, County Administrative Center, Independence; and
- B) Approve Resolution No. 2024-43 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Rates for Permits for Commercial Photography and Filming on Inyo County Property," and authorize the Chairperson to sign.

Motion carried unanimously.

**County Counsel –
Assessment Appeals
Board Adoption &
Appointments/
Reso. No. 2024-44**

Chairperson Kingsley opened the public hearing at 11:45 a.m., public comment was received from Lauralyn Hundley, and the hearing was closed at 11:47a.m.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

- A) Make the following appointments to the AAB:
 - 1. Jennifer Castaneda to a 3-year term beginning September 2, 2024;
 - 2. Paul Bruce to a 3-year term beginning September 2, 2024;
 - 3. Randall W Van Tassell to a 2-year term beginning September 2, 2024;
 - 4. Stan Smith to a 1-year term beginning September 2, 2024;
 - 5. Terry Walker to a 2-year term beginning September 2, 2024.
- B) Direct Clerk to notify newly selected members of the training requirements set forth in Revenue and Taxation Code section 1624.01; and
- C) Approve Resolution No. 2024-44 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution No. 2022-23, Approving Assessment Appeals Board Local Rules, and Establishing Stipends for the Local AAB Members," and authorize the Chairperson to sign.

Motion carried unanimously.

Public Comment Chairperson Kingsley asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports Supervisor Roeser said she attended a retirement party for three Public Works Department employees and thanked staff.

Supervisor Marcellin said he also attended the retirement celebration hosted at the Road Department.

Supervisor Griffiths said he will attend a Sierra Nevada Conservancy meeting this Thursday and announced three events in his district happening today, including a retirement party for Bishop City Councilmember Jim Ellis, a dedication ceremony for the McCoy Memorial Highway, and a grand opening for the Small Business Resource Center.

Recess/Reconvene The Chairperson recessed the meeting to return to closed session at 11:55 a.m. and reconvened the meeting in regular session at 2:48 p.m. with all Board members present.

Report on Closed Session No action was taken that is required to be reported.

Adjournment The Chairperson adjourned the meeting at 2:48 p.m. to 8:30 a.m. Wednesday, December 11, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

MINUTES



County of Inyo Board of Supervisors

December 11, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 3:52 p.m., on December 11, 2024, in Room 207 of the Consolidated Office Building, 1360 N. Main St., Bishop, with the following Supervisors present: Vice Chairperson Scott Marcellin, presiding, Jeff Griffiths, Jennifer Roeser, and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Attending remotely pursuant to California Government Code 54953(j)(2)(D): Matt Kingsley.

Remote Attendance Approval

Chairperson Kingsley confirmed from his remote location that no parties over the age of 18 were in the room with him. Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to determine that just cause exists pursuant to Government Code 54953(j)(2)(D) and authorize Supervisor Kingsley to remotely attend the December 11, 2024 special Board of Supervisors meeting. Motion carried unanimously.

Closed Session Public Comment

The Vice Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Vice Chairperson Marcellin recessed open session at 3:55 p.m. to convene in closed session with all Board members present to discuss the following item(s): No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at XXXXXXXXXX p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 3 and 4 said that no action was taken during closed session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting at 7:45 p.m. to 8:30 a.m. Tuesday, December 17, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

DRAFT



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-926

Ratification of Grant Submission to the Carl Moyer Memorial Air Quality Standards Attainment Program

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County
Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County
Administrator

RECOMMENDED ACTION:

Ratify and approve the submission of a grant application for \$100,000 for an On-Road Heavy-Duty truck to the Carl Moyer Memorial Air Quality Standards Attainment Program.

BACKGROUND / SUMMARY / JUSTIFICATION:

On Friday November 15, 2024, the Inyo County Project Management Office received a TFG State Grant Alert about the Carl Moyer Rural Assistance Program (Moyer RAP) from the California Air Pollution Control Officers Association (CAPCOA). The grant solicitation closed on November 30 -- a very tight turnaround.

On Monday, November 18, 2024, the PMO sent the Grant Alert to Public Works. On Wednesday, November 20, the Public Works Roads Department indicated an interest in pursuing the grant. Due to the short timeline, the PMO worked with the Roads Department to complete the grant application paperwork over the Thanksgiving holiday and submitted the grant application on the morning of Saturday, November 30.

There is no match requirement for the Moyer RAP, and a truck that the Road Dept. had previously identified for purchase is eligible for funding under the grant. If successful, the County's application will bring in \$100,000 for a much-needed vehicle.

FISCAL IMPACT:

Funding Source	NA	Budget Unit	034600
Budgeted?	No	Object Code	
Recurrence	One-time revenue	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$100,000 if grant is successful
Future Fiscal Year Impacts
NA
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Recommend the Board approve and ratify the signing of this grant application. If the Board decides not to approve, the County would not accept \$100,000 toward the purchase of a new Heavy Duty Dump Truck.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Meaghan McCamman	Created/Initiated - 12/11/2024
Darcy Ellis	Approved - 12/11/2024
John Vallejo	Approved - 12/12/2024
Amy Shepherd	Approved - 12/12/2024
Nate Greenberg	Approved - 12/12/2024
Meaghan McCamman	Final Approval - 12/12/2024

ATTACHMENTS:

1. On-Road Heavy-Duty Truck Application



**CARL MOYER MEMORIAL AIR
QUALITY STANDARDS
ATTAINMENT PROGRAM**

**ON-ROAD
HEAVY-DUTY TRUCK
APPLICATION**


A. APPLICANT INFORMATION

1. Company name/ Organization name/ Individual name: County of Inyo		
2. Business type: Public Agency - County		
3. Contact name and title: Meaghan McCamman, Deputy County Administrator		
4. Business mailing address and contact information: PO Drawer N		
Street:		
City: Independence	State: CA	Zip Code: 93526
c. Phone: (760) 937-1253	Ext:	d. Fax: ()
e. E-mail: mmccamman@inyocounty.us		
5. Person with contract signing authority (if different from above): Nathan Greenberg		
6. How many vehicles/engines/retrofits are being applied for?		
7. Total funding amount requested in this application: \$100,000		

B. FUNDING DISCLOSURE

1. Have any engines or vehicles listed in this application applied for or been awarded Carl Moyer Program funding or other grants? <input type="radio"/> Yes <input checked="" type="radio"/> No
2. If "yes", complete the following for each engine or vehicle:
a. Agency applied to:
b. Date/Number of Agency Solicitation:
c. Funding Amount Requested:
d. Baseline Engine Serial Number:
e. Status of Application:

I hereby certify that all information provided in this application and any attachments are true and correct.

Printed Name of Responsible Party: Nate Greenberg	Title: Chief Administrative Officers
Signature of Responsible Party: 	Date: 11/27/2024

Third Party Certification

I have completed the application, in whole or in part, on behalf of the applicant.

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Amount Being Paid for Application Completion in Whole or Part:	Source of funding to Third Party:

For each engine or vehicle, please complete sections C, D, E, F, G, and H (as appropriate). Please include project cost documentation including vendor quotes and other substantiating data to support cost estimates provided in this application.

C. PROJECT ACTIVITY INFORMATION

1. Project name: Inyo County Heavy Duty Dump Truck Replacement		
2. Project address (if different from business address): PO Box Q		
Street: 168 N Edwards St		
City: Independence	State: CA	Zip Code: 93526
3. Annual Hours of Operation: 900 hours approximately		
4. Total Annual Miles Traveled or Gallons of Fuel Consumed (specify): 50,000 miles approximately		
5. Percent Operation in California: 100%		
6. List counties in California in which the vehicle operates and percent of operation in each: Inyo County		
7. Project Life: <input checked="" type="radio"/> Maximum <input type="radio"/> Other: _____ years	Project Type	
	Replacements	
	Transit Bus Replacements	
	Repowers	
	School Bus Replacements	
	Electric Conversions	
	Emergency Vehicles	
	Other On-Road Projects	
Maximum Project Life		
7 Years		
12 Years		
7 Years		
10 Years		
5 Years		
14 Years		
3 Years		

Table 4-8 Maximum Project Lives for On-Road Vehicle Projects (from 2017 Moyer Guidelines)

D. Electronic Monitoring Unit (EMU)

1. Will a new eligible EMU be installed as part of this project? <input type="radio"/> Yes <input checked="" type="radio"/> No
2. If "yes", complete the following for each engine or vehicle:
a. EMU Make:
b. EMU Model:
c. EMU Year:
d. EMU ID Number:
e. EMU Cost:

E. EXISTING VEHICLE INFORMATION (*Fill out for each piece of equipment*)

1. Vehicle Type/Function: Heavy duty 10 yard dump truck		
2. Vehicle Make: Auto Car		
3. Vehicle Model: Auto Car		
4. Vehicle Model Year: 1986		
5. Vehicle Identification Number (VIN): 1WBMCTG8FN103747		
6. Vehicle GVWR Class: 50500		
7. Vehicle License Plate Number: 011498		
8. Department of Transportation Number (if interstate): CA 46869		
9. California Highway Patrol Number: N/A		
10. Number of Main Engines on this Vehicle: One		
11. Vehicle Location: Independence		
Street: 750 South Clay Street		
City: Independence	State: CA	Zip Code: 93526
12. Engine Family: Detroit/GM	13. Engine Make: Detroit	
14. Engine Model: 8V-92TA	15. Engine Model Year: 1985	
16. Engine Horsepower: 450	17. Engine Serial Number: FGM0736FWHX	
18. Engine Fuel Type: Diesel		Check box if engine is filtered <input type="checkbox"/>
19. If the vehicle has an auxiliary engine, complete the following:		
<u>Auxiliary Engine</u>		
a. Make:	b. Model:	
c. Model Year:	d. Serial Number:	
e. Horsepower:	f. Tier:	
g. Fuel:	h. Engine family (if applicable):	

F. NEW VEHICLE INFORMATION (*New Equipment Purchase*)

1. Vehicle Type/Function: Heavy duty 10 yard dump truck	
2. Vehicle Make: Freightliner	
3. Vehicle Model: 114SD	
4. Vehicle Model Year: 2023	
5. Vehicle Identification Number (VIN): unknown yet	
6. Vehicle GVWR Class: 58000	
7. Number of Main Engines on this Vehicle: 1	
8. Engine Family: Detroit	9. Engine Make: Detroit
10. Engine Model: DD13	11. Engine Model Year: 2022
12. Engine Horsepower: 450	13. Engine Serial Number: TBD
14. Engine Fuel Type: Diesel	
15. If the new vehicle has an auxiliary engine, complete the following:	
<u>Auxiliary Engine</u>	
a. Make:	b. Model:
c. Model Year:	d. Serial Number:
e. Horsepower:	f. Tier:
g. Fuel:	h. Engine family (if applicable):

G. REPOWER (ENGINE REPLACEMENT) PROJECTS

1. <u>Baseline Main Engine</u>		
a. Engine Family:	b. Engine Make:	c. Engine Model:
d. Engine Model Year:	e. Engine Serial Number:	
1. Baseline Main Engine Rebuild Cost		
a. Parts Cost:	b. Labor Cost:	
3. <u>Reduced-Emission Main Engine</u>		
a. Engine Family:	b. Engine Make:	
c. Engine Model:	d. Engine Model Year:	
e. Engine Serial Number (if available):		f. Fuel Type:
4. ARB Executive Order Number (if Engine Certified to Alt NOx Standard):		
5a. Reduced-Emission Main Engine Cost:		5b. Reduced-Emission Main Engine Installation Cost:
6. <u>Baseline Auxiliary Engine</u>		
a. Engine Family:	b. Engine Make:	
c. Engine Model:	d. Engine Model Year:	
e. Horsepower:	f. Engine Serial Number (if available):	
g. Tier:	h. Fuel Type:	
i. Baseline Aux. Engine Rebuild Cost		
a. Parts Cost:	b. Labor Cost:	
7. <u>Reduced-Emission Auxiliary Engine</u>		
a. Engine Family:	b. Engine Make:	
c. Engine Model:	d. Engine Model Year:	
e. Horsepower:	f. Engine Serial Number (if available):	
g. Tier:	h. Fuel Type	
i. Reduced Emission Engine Cost:	j. Auxiliary Engine Installation Cost:	

H. RETROFIT PROJECTS

1. ARB-verified Retrofit Device Name:
2. Retrofit Device Make:
3. Retrofit Device Model:
4. Retrofit Device ARB Executive Order Number:
5. Retrofit Device Family:
6. Retrofit Device Serial Number (if available):
7. Verification Level (circle one): <input type="checkbox"/> LEVEL 1 <input type="checkbox"/> LEVEL 2 <input type="checkbox"/> LEVEL 3
a. ARB-Verified NOx Reduction (%):
b. ARB-Verified PM Reduction (%):
c. ARB – Verified ROG Reduction (%):
8. Retrofit Device Cost:
9. Cost of Retrofit Installation:
10. Cost of Retrofit Maintenance for Project Life:

I. FUNDING AMOUNT REQUEST

1. Total Amount Requested for this Piece of Equipment (Not to exceed \$100,000): \$100,000

Submit your application, Executive Order, and vendor quotes by mail:

CAPCOA Moyer RAP
1107 Ninth Street, Suite 801
Sacramento, CA 95814

Or by email:

laura@capcoa.org



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-971

Film Permit Fee Ordinance

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator - Economic Development

ITEM PRESENTED BY

Darcy Ellis, Assistant Clerk of the Board/Public Relations Liaison, Meaghan McCamman, Assistant County Administrator

RECOMMENDED ACTION:

Approve proposed Ordinance 1315 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 5.41 to the Inyo County Code Regulating Commercial Filming Upon All County Owner Property, Requiring Permits Therefore, and Setting Associated Fees and Repealing Ordinance No. 1088 (2004)."

BACKGROUND / SUMMARY / JUSTIFICATION:

On December 10, 2024, the Board adopted Ordinance 1315 "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 5.41 to the Inyo County Code Regulating Commercial Filming Upon All County Owned Property, Requiring Permits Therefore, and Setting Associated Fees and Repealing Ordinance No. 1088." Ordinance 1315 established a commercial filming permitting system and a basis for the rules and regulations governing the issuance of permits for filming, taping, or related activity on property owned or controlled by the County, including parks, roads, airports, and other facilities.

Inyo County has historically used a simple film permit developed by the Department of Public Works. The permit, while effective to permit and collect fees for filming activity, did not include information or rules governing the use of many of the instruments of modern filming, such as pyrotechnics, drones, simulated violence or criminal activity, live animals, etc. It did not include comprehensive guidelines or conditions for permit approval, nor require a public safety review.

Fees for commercial filming on County property were set by Ordinance 1088 in 2004. The 2004 fees no longer cover the County's cost to process filming permits, nor to make operational changes to facilities, provide staff oversight and assistance, or provide janitorial services for filming. The County has been forced to make up the difference between the fees collected and the cost of the filming activity on County property through utilization of department budget, which may cause impact to other services or demand additional funds from the General Fund.

Over the past year, staff from Public Works, Administration, and County Counsel have worked together to estimate and quantify actual costs to the County to permit and manage commercial filming and photography at different County-owned locations. Staff proposes to update the filming permit fees based

on the 2024 cost analysis in order to ensure that County costs are covered. Staff also proposes rescinding Ordinance 1088 from 2004 in its entirety and replacing it with a new ordinance (1315) that allows the Board to set commercial filming fees by resolution going forward.

The Board waived the first reading of Ordinance 1315 on December 10 set enactment for today. At the same time last week, the Board held a public hearing for consideration and approval of Resolution No. 2024-43, which includes the actual proposed updated fees and will go into effect when Ordinance 1315 does on January 16.

FISCAL IMPACT:

Current losses for film permits are not quantified or known at this time. This item is expected to increase revenues sufficient to cover County costs for processing permits and additional work in support of commercial filming.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the ordinance repealing Ordinance 1088 and establishing the ability to set filming fees by resolution. This is not recommended, as the fees for filming in Inyo County were set more than two decades ago and do not cover the current cost to process filming permits, nor costs for staff, wear and tear, janitorial, or operational changes necessary for filming.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel, Public Works-Roads, Public Works-Airports, Parks & Recreation, Film Commission

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Ellis	Created/Initiated - 12/9/2024
Darcy Ellis	Approved - 12/9/2024
Meaghan McCamman	Approved - 12/12/2024
John Vallejo	Approved - 12/12/2024
Amy Shepherd	Approved - 12/12/2024
Nate Greenberg	Final Approval - 12/13/2024

ATTACHMENTS:

1. Ordinance Adding Chapter 5.41 to Inyo County Code - Film Permits

ORDINANCE 1315

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 5.41 TO THE INYO COUNTY CODE REGULATING COMMERCIAL FILMING UPON ALL COUNTY OWNED PROPERTY, REQUIRING PERMITS THEREFORE, AND SETTING ASSOCIATED FEES AND REPEALING ORDINANCE NO. 1088 (2004)

WHEREAS, it is the policy of Inyo County to encourage the production of motion pictures, television episodes, commercials and other commercial media and still photography on its property; and

WHEREAS, Government Code § 65850.1 authorizes the County to regulate commercial filming on property within the County; Government Code § 66014 authorizes the County to charge fees for permits; and Government Code § 23004 empowers the County to manage County-owned property in the best interest of County residents; and

WHEREAS, Inyo County Ordinance No. 1088 previously established fees for commercial filming within the unincorporated area of the County but did not establish any guidelines or permitting system; and

WHEREAS, it is the desire of the Inyo County Board of Supervisors to add a new title to the Inyo County Code to provide a basis for the rules and regulations governing the issuance of permits for commercial filming, photography, and related activity on County property and establishing associated fees.

NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTION ONE. Chapter 5.41 shall be added to the Inyo County Code to read as follows:

“5.41 Commercial Film Permit

5.41.010. PURPOSE. The purpose of this Ordinance is to establish a commercial filming permitting system and a basis for the rules and regulations governing the issuance of permits for filming, taping or related activity on property owned or controlled by the County. This ordinance is intended to ensure that filming/taping is done consistent with public health and safety and the protection of property.

5.41.020. DEFINITIONS. Applicable terms and definitions shall be contained in the Film Production Guide which shall be made available to the applicant along with the permit application. Both the Film Production Guide and the permit application will be developed by the County of Inyo and made available through the Inyo County Film Commission and Inyo County Public Works.

5.41.030. AUTHORITY. Government Code § 65850.1 authorizes the County to regulate commercial filming on property within the County. Government Code § 66014 authorizes the County to charge fees for permits, and Government Code § 23004 empowers the County to manage County-owned property in the best interest of County residents.

5.41.040. DUTIES OF ISSUING AUTHORITY. The Inyo County Administration Department shall be the designated County Department responsible for the processing of film permit applications and decisions associated with film permits issued pursuant to this Chapter.

5.41.050. PERMIT REQUIREMENT.

- A. No person shall use any property, facility or residence that is owned or controlled by the County for the purpose of taking motion pictures, television, digital media or commercial still photography without first applying for and receiving a permit from Inyo County.
- B. Permits shall be applied for and issued on a form developed by the County of Inyo.
- C. The Permit shall set forth the County's rules and regulations regarding public property use, hours of permitted filming activity, and requirements for security deposits, if any, and other County conditions and restrictions.

5.41.060. EXEMPTIONS. The provisions of this ordinance shall not apply to or affect:

- A. Reporters, photographers, or camerapersons in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting, of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
- B. The recording of visual images (motion or still photography) solely for private personal use, and not for commercial use.

5.41.070. SETTING OF COMMERCIAL FILM PERMIT FEES. Any fees for permits required by Section 5.41.050 shall be set by resolution of the Inyo County Board of Supervisors.

5.41.080. VIOLATION. If any film permit applicant or film permit holder violates the provisions of this Chapter, of any rules or regulations contained within the permit application or permit issued pursuant thereto, or any other applicable law or regulation, the County may cancel the permit, and the applicant shall be subject to daily fines for each day that the violation is maintained. The daily fine shall be in the amount paid to the County for the issuance of the permit. Violation of the terms and conditions of the film permit is considered a misdemeanor.

5.41.090. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each

and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.”

SECTION TWO. Ordinance No. 1088 (2004) is hereby repealed in its entirety.

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

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

PASSED AND ADOPTED this _____ day of December, 2024 by the following vote:

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

Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
 Clerk of the Board

By: _____
 Darcy Ellis
 Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-925

Approval of RingCentral Telephony Contract County Administrator - Information Services ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer

ITEM PRESENTED BY

Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

- A) Declare RingCentral, Inc., of Belmont, CA ("RingCentral"), a sole-source provider of Voice over IP ("VoIP") telephony services;
- B) Approve the agreement between the County of Inyo and RingCentral for the provision of VoIP services in an amount not to exceed \$7,500 per month for the period of 3 years (i.e., not to exceed \$270,000 over the course of 3 years), with recurring expenses to begin no earlier than April 1, 2025, in addition to a one-time implementation cost of \$13,800 to be paid no earlier than January 2025, contingent upon the Board's approval of future budgets; and
- C) Authorize the Chief Information Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County utilizes a combination of hardware and software technology developed by Mitel for the desk phone system. The software which handles call routing within County facilities resides on-premise in the County's Independence data center, and is supported by a California-based company, while the company that handles calls which are routed outside County facilities is based in Florida.

While the current system has been reliable, and support has generally been good, there are several disadvantages to the current design. First, the system is hosted on-site, which means it is vulnerable to facility issues (loss of power, fire, flood, etc.). Second, the current system incurs long-distance charges for any call that is made to a location outside the community from which it originates (e.g., from Independence to Lone Pine, from Bishop to Big Pine, and so forth). Third, to operate this system, the County relies on two separate support contracts (one by a Florida company for the outside routing of calls, and the other by a California company for the software itself), which can sometimes lead to long resolution times as the two companies are not always well coordinated with each other.

This item seeks approval to switch to a single, cloud-based telephony provider. This migration would address all the disadvantages listed above, without losing any of the advantages, and without increasing the ongoing costs. The flat cost estimation is based on winding down the two existing support contracts in a timely fashion, as well as reducing the County spending on existing analog which are no longer necessary. This is achievable since the recommended solution (with RingCentral) would also replace services acquired through local telephone carriers (such as fax, phone numbers with multiple lines, etc.). In addition, the implementation cost is included in the FY 2024-2025 budget.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	11801
Budgeted?	Yes	Object Code	5351
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Based on the County of Inyo 2022 Purchasing Policy, Section D, Paragraph 6, the services agreement for the RIngCentral, Inc., telephony master services agreement is considered sole-source as it is a piggyback purchase using a pre-negotiated, competitively-bid NASPO (National Association of State Procurement Officials) contract.

“Piggyback” purchasing:

In situations where another government agency has already engaged in a competitive procurement process and the vendor is willing to offer the same contract terms to Inyo County as the other government agency, Inyo County is permitted to procure goods or services from that vendor without engaging in the competitive process. This exception exists because, if another government agency has already taken the time to obtain competitive bids, then there is little value to be gained by having Inyo County repeat the same process. Before engaging in "piggyback" purchasing, the department must review the purchasing and procurement policies of the original government agency to ensure that that agency's standards are at least as rigorous as Inyo County's and to ensure that the price of the good or service offered is at or below the market rate.

Current Fiscal Year Impact

A one-time implementation fee of \$13,800 (\$15,000 has been budgeted in this Fiscal Year), and up to 9 months of recurring fees, not to exceed \$7,500 per month, i.e., not to exceed \$67,500 in recurring fees this Fiscal Year, for a fiscal year total of $\$13,800 + \$67,500 = \$81,300$. The \$67,500 in recurring fees is offset by winding down services no longer needed (see the "Future Fiscal Year Impact" section below).

Future Fiscal Year Impact

Monthly recurring fees, not to exceed \$7,500 per month, i.e., \$90,000 per year, through March 31, 2027. This cost is offset because it replaces two budget line items and reduces an additional budget line item, as follows: IP Phones budget (\$54,000 per year), Phone System Support budget (\$16,000 per year), and one third of the Analog Phones budget ($\frac{1}{3} \times \$60,000 = \$20,000$). The combination of the three budget reductions adds up to \$90,000 and therefore offsets the monthly recurring fees.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

The Board may choose to decline to approve this agreement. In this case, the County will continue to use its existing telephony system, which has two key drawbacks. First, the system is hosted on-site, which means that it is vulnerable to facilities issues (loss of power, fire, flood, etc.). Second, the current system incurs long-distance charges for any call that is made to a location outside the town from which it originates (e.g., from Independence to Lone Pine or from Bishop to Big Pine).

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Noam Shendar
Darcy Ellis

Created/Initiated - 12/12/2024
Approved - 12/12/2024

Noam Shendar
John Vallejo
Amy Shepherd
Nate Greenberg

Approved - 12/12/2024
Approved - 12/12/2024
Approved - 12/12/2024
Final Approval - 12/13/2024

ATTACHMENTS:

1. RingCentral Master Services Agreement
2. RingCentral Implementation Agreement
3. Purchasing Policy form-Sole Source_RingCentral
4. State contract - Quest - NASPO Addendum 7-17-70-40-03 Amendment 2
5. State contract - Quest - NASPO Addendum 7-17-70-40-03
6. State contract - Quest - NASPO Master Agreement AR2505
7. State contract - Quest - NASPO Addendum 7-17-70-40-03 Amendment 1



INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”) and **County of Inyo** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to “RingCentral MVP”, whether in terms of service, advertising or product descriptions, mean “RingEX”.

Customer

County of Inyo

168 N Edwards St
Independence, CA 93526
United States

Rochelle Romo
7608780461
rromo@inyocounty.us

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: December 31, 2024

Initial Term: 36 Months

Renewal Term: 12 Months

Payment Schedule: Monthly

RingEX Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Advanced	500	\$12.39	\$6,195.00
DigitalLine Unlimited Advanced		\$7.89	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
DigitalLine Basic	1	\$7.99	\$7.99
DigitalLine Basic		\$3.49	
Compliance and Administrative Cost Recovery Fee		\$3.50	
e911 Service Fee		\$1.00	
Additional Local Number	1	\$0.49	\$0.49
Monthly Recurring Services*			\$6,203.48

Recurring Taxes & Fees			
Summary of Service	Qty	Rate	Subtotal
P.U.C. Fee (VoIP) NF	1	\$12.39	\$12.39
FUSF (VoIP)	1	\$429.30	\$429.30
E911 (VoIP)	1	\$150.30	\$150.30
CA Public Purpose Program Surcharge (VoIP)	1	\$556.11	\$556.11
E988 (VoIP)	1	\$40.08	\$40.08
Recurring Taxes & Fees Total**			\$1,188.18
One-Time Items			
Summary of Item(s)	Qty	Rate	Subtotal
Cisco ATA192 Analog Telephone Adapter	1	\$58.80	\$58.80
Poly Edge E220 IP Phone	200	\$0.00	\$0.00
Poly Edge E350 IP Phone	1	\$94.00	\$94.00
Poly Edge E450 IP Phone	1	\$122.00	\$122.00
One-Time Total*			\$274.80
One-Time Taxes & Fees			
District Tax	1	\$1.37	\$1.37
Sales Tax	1	\$22.68	\$22.68
One-Time Taxes & Fees Total**			\$24.05
Total Initial Amount*			\$6,478.28
Total Initial Amount with Estimated Taxes and Fees**			\$7,690.51

*Excludes estimated taxes and fees.

**The above Taxes and fees are estimates only and are subject to change on the effective date as mandated by competent authority. The final amounts are calculated at the time your invoice is processed.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Free Services Amount

Customer will receive 20,849.91 US Dollars (the "Free Service Amount"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at <https://www.ringcentral.com/legal/add-on-services.html>.

Special Terms & Notes

Non-Standard Terms

1. **Applicable Agreement.** This Order Form is governed by the RingCentral Master Services Agreement pursuant to the California Cooperative Agreement, Contract No. 7-17-70-40-03, Contractor Name: Quest Media & Supplies, Inc. (the "PA"). The PA incorporates into it the terms and conditions of the NASPO-ValuePoint/Quest Cooperative Agreement No. AR2505 for Cloud Solutions, found at: <https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/quest-media-supplies-inc/>.
2. RingCentral, Inc. is named among the FULFILLMENT PARTNERS/AUTHORIZED RESELLERS set out in Section 9 of the Contract No. 7-17-70-40-03, with Ordering Agency ordering through the California State-Approved Authorized Reseller:
3. California Cooperative Agreement Contract Number 7-17-70-40-03 must appear on:
 - a. RingCentral quotations to the NASPO-VP Member;
 - b. The NASPO-VP Member's Purchase Order; and
 - c. The RingCentral invoice to the NASPO-VP Member.
4. NASPO-VP Member's payment terms are net ninety (90) days.
5. **Renewal.** Subscription renewal(s) must occur prior to expiration of Contract AR2505 and California Cooperative Agreement (Contract) No. 7-17-70-40-03, currently set to expire on 09-15-2026.
6. In accordance with the Cloud Computing Special Provisions for Software as a Service (SaaS), the Parties agree that RingCentral has no obligation to report a Security Incident that is not related to State Data.
7. For clarity, the Parties agree that, with respect to the Services in this Order Form, "data" in Section 3 ("Data Location") of Exhibit 1 to the Utah NASPO ValuePoint Master Agreement Number AR2505 refers to "State Data" (as defined in the Cloud Computing Special Provisions for Software as a Service (SaaS)) and that "State Data" refers to "Customer Content" (as defined in the RingCentral MSA).

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

RingCentral

County of Inyo

RingCentral, Inc.

By: _____

By: _____

Name: _____

Name: Andrew Varasano

Title: _____

Title: Area VP Public Sector Sales

Date: _____

Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“**Effective Date**”) and made between:

County of Inyo (“Customer”)

Address:

168 N Edwards St
Independence, CA 93526

RingCentral, Inc. (“RingCentral”)

Address:

20 Davis Drive
Belmont, CA 94002

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: Andrew Varasano

Title: Area VP Public Sector Sales

Date: _____

RingCentral and Customer are together referred to as the “Parties” and each individually as a “Party.”

1. The Master Services Agreement (“**Agreement**”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingEX Services

Attachment B – Service Level Agreement for RingEX Services

Attachment C – Security Addendum

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. Equipment.** Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
 - i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>;
 - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>, and
 - iii. Device as a Services: <https://www.ringcentral.com/legal/daas-agreement.html>.
- C. Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
- D. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed

will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within ninety (90) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.
- B. Customer Care**
- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

- D. **Advanced Support.** Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.
- E. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: <https://www.ringcentral.com/legal/managed-services-attachment.html>.
- F. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
 - i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
 - ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
 - iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. **Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.
- C. **Termination for Convenience by Customer.** Customer may terminate this Agreement for convenience by providing RingCentral with thirty (30) days' advance notice, subject to payment of any amounts due under this Agreement for Services rendered up to the effective date of such termination. Cancellation of the purchase or rental of any equipment will be conditioned on the equipment being returned in good condition (ordinary wear and tear excepted) within 30 days of the termination notice. These returns are subject to the applicable purchase or rental terms.

7. Intellectual Property

A. Limited License

- i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("**Software**") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.
- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using

commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

- B. Indemnification by Customer.** To the extent permitted by the laws and the constitution of the jurisdiction of Customer, Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.
- C. Defense and Indemnification Procedures.** Any Party seeking indemnification under this Section 11 (the “**Indemnified Party**”) shall provide the Party from which it seeks such indemnification (the “**Indemnifying Party**”) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party’s sole expense except for the value of the time of the Indemnified Party’s personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party’s failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party’s express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. Customer Warranty.** Customer’s and its End Users’ use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer’s subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).
- C. Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of CA, without regard to its choice of law rules, and the parties agree to submit to the jurisdiction of, and venue in, the courts in that state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer’s use of the products or Services.
- B. Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. Equitable Relief.** Any breach of either Party’s IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.
- D. Limitations.** Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

- A. Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. Assignment.** Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

- D. Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.
- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the [Beta Evaluation License Agreement](#) and not by this Agreement.
- K. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.
- L. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- M. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- N. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding.

The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.
- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.
- R. Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **“Account”** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **“Account Administrator”** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **“Account Data”** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **“Administrative Fees”** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **“Administrative Portal”** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **“Affiliate(s)”** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and “control” means beneficial ownership of greater than fifty percent (50%) of an entity’s then-outstanding voting securities or ownership interests.
7. **“Attachment(s)”** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **“Confidential Information”** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **“Customer Care”** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **“Customer Content”** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **“Disclosing Party”** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party’s agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **“Electronic Signatures”** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **“End User”** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer’s employees, consultants, clients, external users, invitees, contractors, and agents.
16. **“Helpdesk Support”** shall mean the performance of the following tasks:
 - Standard feature/functionality (“how to”) support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **“Indemnifiable Amounts”** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party’s or its Affiliates’ attorneys’ fees and related expenses.
18. **“Indemnifying Party”** and **“Indemnified Party”** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **“Initial Term”** has the meaning set forth in Section 2(D) (Services Term).

20. **“Intellectual Property Rights”** or **“IP Rights”** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and “moral” rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person’s name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **“Law”** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **“Order Form(s)”** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **“Receiving Party”** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **“Renewal Term”** has the meaning set forth in Section 2(D) (Services Term).
25. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral’s network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer’s own private network, or the PSTN.
26. **“Service(s)”** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **“Start Date”** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **“Taxes”** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **“Term”** means the Initial Term plus any Renewal Terms.
30. **“Third Party Claim”** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **“Use Policy”** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A
SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.ringcentral.com/office/plansandpricing.html>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc. Use of the RingCentral AI Assistant capabilities is subject to the applicable terms contained in the AI Assistant Add-On Service Description available at <https://www.ringcentral.com/legal/add-on-services.html#qlnks-12>.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registrar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at <https://www.ringcentral.com/support/new-sms-rates.html>.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing Information may enter the public domain and that RingCentral cannot control third parties’ use of such information obtained through the Directory Listing Service.

- A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer’s Listing Information removed from third-party directory assistance listing services that have already received Customer’s information.
- B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer’s telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer’s Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. Global RingEX or RingCentral Global Office.

Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral’s Global RingEX for customers that subscribe to it.

- A. **Emergency Service Limitations for Global RingEX.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
- B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer’s Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer’s Account, together with other Services purchased under this Agreement, using the Home Country’s currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral’s sole discretion.
- C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
- D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer’s Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer’s agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer’s behalf to secure such services. RingCentral’s locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer’s behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
- A. **“Digital Line”** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. **“End Point”** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
 - C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
 - D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
 - E. **“Home Country”** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

ATTACHMENT B
SERVICE LEVEL AGREEMENT FOR RINGEX SERVICES

This Service Level Agreement for RingEX Services (the “**RingEX SLA**”) is a part of the Master Services Agreement (the “**Agreement**”) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingEX Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this RingEX SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the RingEX Service Attachment with a minimum twelve (12) month Term. This RingEX SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

A. Calculation of Service Availability for Voice Services

Service Availability = $[1 - ((\text{number of minutes of Down Time} \times \text{number of Impacted Users}) / (\text{total number users} \times \text{total number of minutes in a calendar month}))] \times 100$

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

B. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

B.1 Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999%	0% MRC
≥ 99.500% and < 99.999%	5% MRC
≥ 99.000% and < 99.500%	10% MRC
≥ 95.000% and < 99.000%	20% MRC
< 95.000%	30% MRC

C. No Cumulative Credits

Where a single incident of Down Time affects RingEX Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this RingEX SLA will be calculated based on Customer's RingEX MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

D. Qualifying for Service Credits

Service Credits for Down Time will accrue only to the extent:

- i. Down Time exceeds 1 minute.

- ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.
- iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.
- iv. Customer is not in material breach of the Agreement, including its payment obligations.
- v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

4. Quality of Service Commitments

- A. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.
- B. **Quality of Service Report.** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.
- C. **Diagnostic Investigation.** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.
- D. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

- A. **Service Availability.** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.
- B. **Quality of Service.** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.
- C. To exercise its termination right under this RingEX SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this RingEX SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this RingEX SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

- A. **"Down Time"** is an unscheduled period during which the Voice Services for RingEX on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.
- B. **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.
- C. **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.
- D. **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for RingEX Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than RingEX Services.

- E. **“Quality of Service Report”** means a technical report provided by RingCentral, detailing MOS and related technical information.
- F. **“RingCentral Network”** means the network and supporting facilities between and among the RingCentral points of presence (“PoP(s)”), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).
- G. **“Service Availability”** is the time for which Voice Services for RingEX are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.
- H. **“Service Credits”** means the amount that RingCentral will credit a Customer's account pursuant to this RingEX SLA.
- I. **“Site”** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.
- J. **“Support Case”** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.
- K. **“Territory”** means those countries in which Customers subscribes to RingEX or Global RingEX Services.
- L. **“User-Equivalency”** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.
- M. **“Voice Services”** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT C
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (“**Measures**”) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

- A. “Ring Central Services”, or “Services”,** means services offered by RingCentral and acquired by the Customer.
- B. “Customer”** means the entity that entered into the Agreement with RingCentral.
- C. “Protected Data”** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including “personal data” and “personal information” as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.
- D. “Agreement”** means the agreement in place between RingCentral and the Customer for the provision of the Services.
- E. “Personnel”** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

- i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.
- ii. Is managed by a senior employee responsible for overseeing and implementing the program.
- iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.
- iv. Is appropriate to the nature, size, and complexity of RingCentral's business operations.

B. Security Policy Management

RingCentral's security policies, standards, and procedures:

- i. Align with information security established industry standards.
- ii. Are subject to ongoing review.
- iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

- i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.
- ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral's business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

- i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including
 - a. SOC2 Type II
 - b. IES/ISO 27001.
- ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

- i. Will be provided to Customer on request.

- ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

- i. An identity verification (SSN trace).
- ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.
- iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

- i. Complete annual training to demonstrate familiarity with RingCentral's security policies.
- ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.
- iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

- i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.
- ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

- i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.
- ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.
- iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

- i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data ("**Secure Areas**").
- ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis ("**24/7**").
- iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).

- iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

- i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.
- ii. Reports to be maintained for at least one year as allowed by law.
- iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.
- iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

- i. Perimeter security including fencing/barriers and video surveillance.
- ii. Secure access including security guard/reception.
- iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.
- iv. Redundant utility feeds and support for continuous delivery through backup systems.
- v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

- i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.
- ii. Ensures that RingCentral users have an individual accounts for unique traceability.
- iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.
- iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

- i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.
- ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).
- iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

- i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.
- ii. Prevent unauthorized access to Protected Data.
- iii. Limit access to users who have a business need to know.
- iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.
- v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

- i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.
- ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.
- iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

- i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.
- ii. Ensures separation between environments dedicated to development, staging, and production.
- iii. Restricts access between environments to authorized devices.
- iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

- i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.
- ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.
- iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

- i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.
- ii. Maintains accountability of assets throughout their lifecycle.
- iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

- i. Maintains baseline configurations of information systems and applications based on industry best practices including:
 - a. Removal of all vendor-provided passwords.
 - b. Remove/disable unused services and settings.
 - c. Anti-malware/endpoint protection as technically feasible.
- ii. Enforces security configuration settings for systems used in the provision of the Services.
- iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

- i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.
- ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.
- iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

- i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.
- ii. Ensures quality assurance testing of patches prior to deployment.

- iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

- i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.
- ii. Access to Protected Data is logged.
- iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.
- iv. Logs are protected against unauthorized access, modification, and deletion.
- v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

- i. Applies secure development lifecycle practices, including, during design, development, and test cycles.
- ii. Ensures that products are subject to security design review including threat considerations and data handling practices.
- iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

- i. Performs rigorous security testing, including, as technically feasible:
 - a. static code analysis.
 - b. source code peer reviews.
 - c. dynamic and interactive security testing.
 - d. security logic, or security "QA" testing.
- ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).
- iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.
- iv. Does NOT use Protected Data for testing.
- v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

- i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.
- ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.
- iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

- i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.
- ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.
- iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

- i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.
- ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.
- iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

- i. Public data, data that is generally available or expected to be known to the public.
- ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

- i. Ensures physical or logical segregation of Protected Data from other customers' data.
- ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

- i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).
- ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.
- iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

- i. Ensure the secure deletion of data when it is no longer required.
- ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.
- iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

- A.** Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.
- B.** Has a documented incident response plan based on industry best practices.
- C.** Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.
- D.** Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

- i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.

- ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.
- iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.
- iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.
- v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.
- vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

- i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.
- ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.
- iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.



RingCentral Professional Services
Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and **County of Inyo** (the "**Customer**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer:	County of Inyo
Quote/SOW Number:	U2024-03466171
One-Time Implementation Services:	USD \$13,800.00

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before 12/31/2024, after which pricing is subject to change, and a revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

Table 1: Project Phasing

Phase Number	Phase Name	SOW Detail	Phase Total (USD \$) <i>Excluding taxes & fees</i>
1	Core Implementation	Users: 512 Unique Sites: 1 Replicated Sites: 19 Network Readiness Assessment: 1 Admin Training: 1 Session End User Training: 1 Session	USD \$13,800.00
	Project Total		USD \$13,800.00

A. Scope

1. Project Management

- i. Assignment of a designated Project Manager (“PM”) – For a period of up to 3 months, the RingCentral PM will act as Single Point of Contact for delivery services following the Project Management Institute (PMI) standard methodology. The RingCentral Project Manager will be responsible for the following activities in connection with this Statement of Work (SOW):
 - a. Schedule internal and external kickoff session hosted by RingCentral
 - b. Create and manage the project governance, to include
 - Project plan and schedule
 - Communication plan, resource plan, escalation plan, change plan, test plan
 - Action and risk register
 - c. Complete resource assignment and scheduling in alignment with project schedule
 - d. Set up project documentation and timelines in collaboration with designated Customer Single Point of Contact
 - e. Identify, communicate, and mitigate project risks and issues
 - f. Ensure alignment of scope of services with customer expectations during kickoff
 - g. Develop, review, authorize, implement, and manage change requests and interventions (Change Management)
 - h. Facilitate and lead regular status update meetings, organize planning sessions, and plan Customer steering committee meetings, as applicable
 - i. Complete scoped implementation and go live support; and
 - j. Perform closure procedures at the conclusion of project activities

2. RingEX Planning and Design

- i. RingCentral Planning and Design (“P&D”) and Business Requirements Document (“BRD”)
 - a. RingCentral will initiate the Planning and Design process and introduce the Business Requirements Document to the Customer at the beginning of the project which will consist of structured planning activities to support the entitlements outlined in the table below:

Table 2: Entitlements

Scope	Counts
Remote Project Duration	Up to 3 months
Network Readiness Assessment(s)	Up to 1

Users	Up to 512
Sites / User Groups with Unique Call flows	Up to 1
Sites / User Groups with Replicated Call flows	Up to 19
Training Services	Admin: 1 Session End User: 1 Session

- b. RingCentral has included up to 3 Planning and Design sessions for this project. Customer will provide required data and contribute to the universal design documentation across all lines of business / business units.
- c. Details within the data collection include:
 - Customer Site Information
 - User Upload
 - Data collection for End-User and Administrator Training
 - Porting data
- d. Unique call flow(s)
 - Configuration of one (1) main number
 - Up to three (3) call flows per site
 - Up to 5 custom rules per main number
 - Up to 2 menus (IVR) per main number
 - A combination of up to eight (8) call queues & ring groups per main number
- e. Replicated Call flow(s)
 - Consists of a replica of a unique call flow except for phone numbers, extensions, and users within call queues & ring groups
- f. Roles and Permissions
- g. Delivery Overview
- h. BRD completion
- ii. The completed BRD will be reviewed in detail and countersigned by both Customer's Project Manager and RingCentral's Project Manager prior to initiating the build activities.
- iii. Additional data collection sessions are available for further breakout by country or user group via the Change Order process.

3. Network Readiness Assessment

- i. RingCentral will provide the Customer with [NRAs] assessment of the Customer's primary Internet Service Provider (ISP) connection to and from RingCentral. This connection will be at the Customer's firewall (edge).

- ii. RingCentral's Network Engineer will provide the following:
 - a. RingCentral Network Requirements Documentation
 - b. Software installation guide
 - c. Assistance with software installation
 - d. Document and share results of network assessment for Customer reference
- iii. The following variables will be evaluated during the network assessment:
 - a. Network capacity and bandwidth utilization, including peak usage times and potential bottlenecks
 - b. Network topology and architecture, including firewalls, switches, and routers
 - c. Quality of Service (QoS) configuration and performance metrics, including latency, jitter, and packet loss
 - d. VoIP traffic analysis to identify potential issues and areas for improvement
 - e. Assessment of network performance during peak usage times
 - f. Recommendations for optimizing the network to improve VoIP performance and reliability
- iv. Site assessments not completed prior to Go-Live will result in the forfeiture of the assessment
- v. Additional network assessments or consultations are available via the Change Order process

4. RingEX User Interface ("UI") Build

- i. RingCentral will remotely configure the following parameters in the system ("UI Build") based on the specifications agreed upon between the parties in the BRD.
 - a. Up to the quantity of users identified in the Entitlement Table
 - b. Up to the quantity of locations identified in the Entitlement Table
 - c. Configure the required call flows by site or user groups
 - d. Configure a maximum of eight (8) Call Queue or Ring Groups
 - Including up to eight (8) users for standard Report access, if applicable
- iii. RingCentral will perform quality assurance following final configuration prior to turning over the solution to the Customer to start User Acceptance Testing (UAT)
- iv. Customization of the above parameters is available via the Change Order process

Customer Telephone Porting

- i. RingCentral shall provide guidance on porting data collection and shall assist with submission of porting request(s)
- ii. Customer and RingCentral agree that RingCentral is not responsible for the portability of any individual number or group of numbers and the sign-off the Professional Services Project Completion Signoff Document shall not be withheld by Customer for delays in the porting of the numbers
- iii. Notwithstanding the above, the RingCentral Project Manager, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each site or implementation/ go live event:
 - a. The RingCentral Project Manager shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmission per location or ninety (90) days from submission, whichever occurs first
 - Any additional port rejections will be the responsibility of the Customer
 - Customer shall provide RingCentral all appropriate Letters of Authorization (“LOA”'s), billing information, and authorized signer for each location
 - Porting submissions will include numbers mapped to correct route as “company” numbers or Direct Dial phone numbers
 - b. The RingCentral Project Manager shall assist the Customer with submitting porting requests up to ten (10) business days following the final go live event, unless otherwise mutually agreed between the parties
 - The RingCentral Project Manager will remain engaged in support of these porting requests for 30 days or three rejections, whichever comes first
 - RingCentral will provide the Customer with an overview of the RingCentral portal for porting tasks
 - Following the ten (10) day post go-live period, Customer is responsible for submitting all new requests within the RingCentral portal
 - Any additional support required after the ten (10) day period can be obtained via a change order
 - Porting outside of project follows RingCentral Numbering Policy
<https://www.ringcentral.com/legal/policies/numbering-policy.html>

Customer User Acceptance Testing

- i. UAT Assumptions
 - a. During UAT, Customer will designate users to complete application testing in mock real-world scenarios to validate the RingCentral build matches the agreed upon design documentation
 - b. Customer will define the UAT criteria by phase. The mutually agreed upon test criteria will be recorded as an Appendix in the design documentation as the document of record prior to UAT execution
 - If UAT criteria are not specified by Customer, the work is therefore deemed accepted and ready for go live upon notice from RingCentral that the work is complete and ready for testing
 - c. Customer resources participating in UAT must complete all pre-recorded online training sessions for user, supervisor, and/or admin related to their role prior to starting UAT
 - Upon Customer request, RingCentral Implementation Engineer may provide up to one (1) hour of guided training to UAT participants specific to the test criteria
 - d. Customer will document the outcome of all UAT scenarios in writing and will provide to RingCentral upon completion of testing

- Any variation in expected results (errors, flaws, failures, adjustments) will be provided in writing to the RingCentral Project Manager for review and resolution
 - RingCentral will provide an expected variation resolution date and will advise customer to perform additional testing
 - e. Upon successful completion of all UAT criteria, Customer will submit a final written notice to RingCentral prior to scheduling go live
 - RingCentral will append the design document output to include completed UAT criteria in the final published output document
- ii. UAT Requirements
 - a. Customer and RingCentral will enact a mutual software / code freeze prior to the start of SIT and UAT
 - b. Customer shall perform UAT within seven (7) calendar days of application handoff from RingCentral, unless otherwise mutually agreed upon in writing by both parties prior to the start of testing
 - c. Any Customer changes in software or code resulting in new application behaviors following written UAT completion and requiring troubleshooting or issue resolution will be handled via the Change Order process
 - d. Additional UAT support is available via the Change Order process

Remote Delivery and Go Live Services

- i. RingCentral will provide remote go live services as follows:
 - a. Delivery resource during remote Go Live events as defined in Appendix B
 - b. Document open issues in action log
 - c. Transition into support services
 - d. Perform closure procedures at the conclusion of project activities
 - Customer will place handsets at locations listed in Appendix B
 - RingCentral will provide instructions and best practices for handset placement, test, and endpoint registration

RingCentral Training Services

- i. **RingEX Product Training**
 - a. RingCentral Professional Services will provide resources to complete the following:
 - Up to 3 hours of remote instructor-led training to be provided from the currently available RingEX Live Training Catalog.
 - Classes include:
 - 1. RingEX User Basics (Duration: 50 minutes)
 - 2. RingEX Admin Basics (Duration: 1 hour 50 minutes)
 - b. For an up to date list of instructor led training courses offered, and detailed course descriptions, review the Live Training Catalog at <https://university.ringcentral.com/en-rex-ilt-ringcentral-rex-live-training>.
 - c. Training services expire 45 days after the final go live event. Any training time not used during this period will be forfeited.
 - d. RingEX Product Training Information and Terms:
 - Unless otherwise stated, the training services cover the complete implementation project and are not provided for each phase of the implementation
 - Customer and RingCentral agree that sign-off for project completion shall not be withheld by Customer for delays in the scheduling of training services
 - Attendees must complete the prerequisites for each course, as shown in the course information on the instructor-led training catalog

- RingCentral reserves the right to update the instructor-led training catalog at any time
- Training courses cover RingCentral products exclusively and are based on a standard curriculum designed by RingCentral
- Training sessions are hosted by a RingCentral instructor on the RingCentral platform
- Training sessions are considered delivered if Customer cancels less than 24 hours prior to the scheduled training or is not present at the scheduled date and time
- All training courses are delivered in English, unless otherwise specified

Hours of Operation

- a. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local time, Monday-Friday, excluding holidays ("Standard Service Hours")
- b. Work requested to be performed outside Standard Services Hours will be subject to the RingCentral overtime rates and is available via the Change Order process.

Optional Services

- c. During the project, additional services may be ordered via the Change Order process as per the rates outlined in Appendix E.

B. Customer Responsibilities

1. Customer is responsible for the following:
 - i. Authorizing the telephone number porting by RingCentral
 - ii. LAN/WAN infrastructure
 - a. Network minimum requirements for RingCentral as a Service model
 - b. Quality of Service (QoS) configuration
 - c. Firewall or Access Control List (ACL) configuration
 - iii. Power over Ethernet (POE) port activation / configuration
 - iv. SMS Campaign Registration (TCR) <https://www.ringcentral.com/tcr>
 - v. Configuration and software installation on Customer PCs
 - vi. Decommission and disposal of any legacy equipment
 - vii. Provide workspace for RingCentral onsite personnel, as applicable
 - viii. Customizations on individual user endpoints, or phone settings
 - ix. Overhead paging
 - x. Postage Machines
 - xi. Credit Card or Point of Sale (POS) Machines
 - xii. Door buzzer or Automatic Door Controller
 - xiii. Third party SIP phones
 - xiv. Headsets
 - xv. Analog Devices such as fax machines
 - xvi. Third party Applications
 - xvii. Input Registered E911/Emergency Services Address and location information to Service Web
 - a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate. For more information, please refer to Appendix D

C. General Terms and Conditions

1. Professional Services Completion

- i. Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW.

2. Invoicing and Payment

- i. **Invoicing and Payment of Professional Services Fees:** All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each phase identified in the "Phasing Table". Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears. RingCentral retains the right to invoice for Users or Sites that have been deployed monthly.
- ii. **Service Expenses:** Customer agrees to reimburse RingCentral for its reasonable travel, meal, and lodging expenses incurred in connection with any Site Visit ("Service Expenses"). Travel, meal, and lodging expenses will be invoiced upon completion of each Project Phase. Upon written request, RingCentral will provide sufficient supporting information for any Service Expenses invoiced.

3. Termination

- i. **Termination:** Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.
- ii. **Effect of Termination.** If this SOW, or a Project Phase, is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
 - a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
 - b. all applicable Service Expenses incurred; and
 - c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

4. Delays and Changes

- i. Changes to this SOW shall be made only by a mutually executed written change order between RingCentral and Customer (a "Change Order,") per the sample attached in Appendix C, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties
- ii. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and/or additional fees

- iii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees

5. Project Phasing

- i. The Professional Services may be delivered in one or more phases as set forth in this SOW
- ii. This SOW describes the milestones, objectives, deliverables, sites, fees, and other components that are included in the scope of each phase ("Project Phases")
- iii. Customer agrees that the delivery, installation, testing, acceptance, and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance, and payment for the Professional Services under any other Project Phase
- iv. Each Project Phase will be billed upon notification of phase completion, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.



In Witness Whereof, the Parties have executed this Statement of Work below through their duly authorized representatives.

<u>Customer</u>	<u>RingCentral</u>
County of Inyo	RingCentral, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Appendix A
Planning and Design Location

Planning and Design Location Address(s):	Up to # of Users
To be performed remotely	512

Appendix B
Sites

Site	Full Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days Onsite	Rate per Site
20 Sites	TBD	512	Remote	n/a	n/a	n/a



Appendix C

Sample Change Order Form

This Change Order is subject to the SOW by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget.

Effective Date of SOW:			
Project Name:	Request Date:	PO Number:	Quote Number:
Customer Name:	Requested By:	Requestor Phone:	Requestor email:
Customer Address:			

Specific Details Explaining the Change:

Change 1

<u>Quantity:</u>	<u>Description:</u>	<u>Professional Services Cost:</u>
Change Order Total:		\$

Impact on Project Timeline and Scheduled Delivery Date:

Impact on SOW Pricing:

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "Effective Date").

Customer

RingCentral

By:
Signed: _____
Title: _____
Date: _____

By:
Signed: _____
Title: _____
Date: _____

Appendix D

Registration of Address and Notification Information – Emergency Dialing

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

1. **Registered Address.** It is the Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.
2. **Emergency Notifications.** For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, [click here](#)). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.
3. **Customer's Representation and Warranty.** Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

Appendix E
Optional Services

Additional Network Assessments	Additional P&D Sessions	Admin Training	User Training	Go Live Support (Onsite)	Training Support (Onsite)
\$1,600	\$1,800 per day / per resource	\$800 per Two-Hour session	\$400 per One-Hour session	\$2,000 per day / resource	\$1,800 per day / resource



County of Inyo

Sole Source Authorization Form

Vendor:

Date:

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.

The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.

The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.

The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.

A critical proposed schedule for the service and/or product that only one proposed contractor can meet.

A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
\$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	Informal bids received
\$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	Informal bids received
\$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Noam Shendar
Department Head Signature

Sole Source Approval
Purchasing Agent Signature
County Counsel Signature
Auditor-Controller Signature

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-03
AMENDMENT #2**

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2505
Quest Media & Supplies, Inc.

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-03 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Quest Media & Supplies, Inc. or with an Authorized Reseller as indicated below:

Orders placed with Quest Media & Supplies, Inc.

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
9000 Foothills Blvd, Suite 100
Roseville, CA 95747

Contact: Customer Service
Phone: 916-338-7070
Fax No.: 916-344-5924
E-mail: NASPOValuePoint@questsys.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Allgress, Inc.
111 Lindbergh Avenue, Suite F, Livermore, CA 94551

Contact: Michelle Torrey
Phone: 925-699-6304
Fax No.: N/A
E-mail: Michelle.Torrey@allgress.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o DataEndure
1960 Zanker Road, B10, San Jose, CA 95112

Contact: James Silva
Phone: 916-718-2276
Fax No.: 408-734-3343
E-mail: Jsilva@dataendure.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Jive Communications, Inc.
1275 W 1600 N, Suite 100, Orem, UT 84057

Contact: Kurt Snodgrass
Phone: 405-355-2559
Fax No.: 405-355-2559
E-mail: Jivenaspo@jive.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Pondera Solutions Inc.
11290 Pyrites Way, Suite 100, Gold River, CA 95670

Contact: Sharie Kirsch
Phone: 703-628-8703
Fax No.: N/A
E-mail: Skirsch@ponderasolutions.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o RingCentral, Inc.
20 Davis Drive, Belmont, CA 94002

Contact: Tom Bunten
Phone: 714-916-5692
Fax No.: 714-916-5692
E-mail: Tom.Bunten@ringcentral.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o SkyBitz, Inc.
2300 Dulles Station Blvd., Suite 600 Herndon, VA 20171

Contact: Carolyn Rehling
Phone: 404-353-4639
Fax No.: N/A
E-mail: Crehling@skybitz.com

Participating Addendum No. 7-17-70-40-03
Amendment #2
Quest Media & Supplies, Inc.

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:

STATE OF CALIFORNIA

By: 
Name: Angela Shell
Title: Deputy Director
Date: 3/8/18

Contractor:

Quest Media & Supplies, Inc.

By: 
Name: Ryan O'Keefe
Title: Director of Managed Services
Date: 3/2/18

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-03
Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2505
Quest Media & Supplies, Inc.

This Participating Addendum Number 7-17-70-40-03 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Quest Media & Supplies, Inc. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2505.

1. SCOPE

- A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2505 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).
- B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

1) **General Provisions – Information Technology (GSPD-401IT)**, effective 9/5/2014.

The twelve (12) page document can be viewed at:

http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

2) **Cloud Computing Special Provisions for Software as a Service (SaaS)**, effective 9/3/14. The five (5) page document can be viewed at:

http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-70-40-03
- B. Utah NASPO ValuePoint Master Agreement Number AR2505
- C. Utah Solicitation CH16012 including all Addendums
- D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

- A. The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2505 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

- A. The following service offerings are prohibited under this Participating Addendum:
 - 1. Infrastructure as a Service (IaaS)
 - 2. Platform as a Service (PaaS)
 - 3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

- A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.
- B. The Price Schedule shall include the following:
 - 1) Service Category (SaaS)
 - 2) List Price
 - 3) Discount off Schedule Price
 - 4) Contract Price
- C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of service(s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Quest Media & Supplies, Inc. or with an Authorized Reseller as indicated below:

Orders placed with Quest Media & Supplies, Inc.

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
9000 Foothills Blvd, Suite 100
Roseville, CA 95747

Contact: Customer Service
Phone: 916-338-7070
Fax No.: 916-344-5924
E-mail: NASPOValuePoint@questsys.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Allgress, Inc.
111 Lindbergh Avenue, Suite F, Livermore, CA 94551

Contact: Michelle Torrey
Phone: 925-699-6304
Fax No.: N/A
E-mail: michelle.torrey@allgress.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o DataEndure
1960 Zanker Road, B10, San Jose, CA 95112

Contact: James Silva
Phone: 916-718-2276
Fax No.: 408-734-3343
E-mail: jsilva@dataendure.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Jive Communications, Inc.
1275 W 1600 N, Suite 100, Orem, UT 84057

Contact: Kurt Snodgrass
Phone: 405-355-2559
Fax No.: 405-355-2559
E-mail: jivenaspo@jive.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Pondera Solutions Inc.
11290 Pyrites Way, Suite 100, Gold River, CA 95670

Contact: Sharie Kirch
Phone: 703-628-8703
Fax No.: N/A
E-mail: skirsch@ponderasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.
- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Quest Media & Supplies, Inc.
Name: Ryan O'Keeffe
Phone: 916-338-7070
Fax: 916-344-5924
E-Mail: ryan_okeeffe@questsys.com
Address: 9000 Foothills Blvd, Suite 100
Roseville, CA 95747

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Yolanda Tutt
Phone: 916.375.4408
Fax: 916.375.4663
E-Mail: yolanda.tutt@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

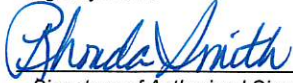
- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2505, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Agency Name

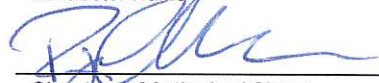


Signature of Authorized Signer

10/13/2017
Date Signed

Quest Media & Supplies, Inc.

Contractor Name



Signature of Authorized Signer

10/12/17
Date Signed



Ricardo Martinez, Acting Deputy Director

Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

Ryan O'Keeffe, Director

Printed Name and Title of Authorized Signer

9000 Foothills Blvd, Suite 100
Roseville, CA 95747

Address

Contract Number:	
Contractor:	
Reporting Period:	
Report Value:	
Administrative Fee:	

[illegible]



Contract # AR2505

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Quest Media & Supplies, Inc.

Name

5822 Roseville Rd.

Address

Sacramento

CA

95842

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Ryan O'Keeffe Phone #916-338-7070 Email Ryan_Okeeffe@questsys.com

Vendor #VC205828 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.
4. CONTRACT PERIOD: Effective Date: 09/16/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including that attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Quest SLA
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #CH16012.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Tim Burke
Contractor's signature

October 4, 2016
Date

Christopher Hughes
Director, Division of Purchasing

10.5.16
Date

Tim Burke, President and CEO

Type or Print Name and Title

Christopher Hughes

Division of Purchasing Contact Person

801-538-3254

Telephone Number

Fax Number

christopherhughes@utah.gov

Email

(Revision 16 June 2016)



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

Data means all information, whether in oral or written (including electronic) form,

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate.

Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing

Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: The initial term of this Master Agreement is for ten (10) years with no renewal options.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the

immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its

expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual

capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be

responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment

of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level

Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a

Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or

sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to

the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement

are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as “new.”

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition

as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Government Support: No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification:

- a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.
- b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks: Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports: The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Right to Remove Individuals: The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the

person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B – Identification of Service Models

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
SaaS	Yes	Yes	Yes	SaaS Data Analytics
IaaS				
PaaS				

Attachment C – Cost Schedule

Solicitation Number CH16012 NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify *Discount Percent* % Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service Discount % 50

Infrastructure as a Service Discount %

Platform as a Services Discount %

Value Added Services Discount % 10

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate \$ 205.00
Remote Hourly Rate \$ 185.00

Professional Services

- **Deployment Services** Onsite Hourly Rate \$ 205.00
Remote Hourly Rate \$ 185.00
- **Consulting/Advisory Services** Onsite Hourly Rate \$ 205.00
Remote Hourly Rate \$ 185.00
- **Architectural Design Services** Onsite Hourly Rate \$ 205.00
Remote Hourly Rate \$ 185.00
- **Statement of Work Services** Onsite Hourly Rate \$ 205.00
Remote Hourly Rate \$ 185.00

Partner Services

Onsite Hourly Rate \$ 205.00
Remote Hourly Rate \$ 185.00

Training Deployment Services

Onsite Hourly Rate \$ 205.00
Online Hourly Rate \$ 185.00

2016 NASPO/VALUEPOINT COST PROPOSAL



Fraud Detection as a Service

NASPO CLOUD SOFTWARE AS A SERVICE PRODUCT CATALOG – effective March 10,
2016

List Price Pondera FDaaS

Product Number	Product	Price / Month
	Quest/Pondera Cloud FDaaS Fraud Detection Software	
PS-FDAAS-01	<i>Pondera Fraud Detection as a Service 1-100,000 program participants. For every 100,000 participants, another module is added. I.e. 400,000 beneficiaries would cost \$326,000/month.</i>	\$81,500
PS-FDAAS-AS	Pondera Application Specific Cloud based Software as a Service Modules including, but not limited to:	
PS-FDAAS-CT	<i>Case Tracker Per 100,000 program participants</i>	\$61,000
PS-FDAAS-SS	<i>Super Search Per 100,000 program participants</i>	\$21,500
PS-FDAAS-SM	<i>Social Media Analyzer Per 100,000 program participants</i>	\$10,500
PS-FDAAS-NA	<i>Network Analyzer Per 100,000 program participants</i>	\$40,750
PS-FDAAS-ED	<i>Executive Dashboard Per 100,000 program participants</i>	\$15,000
	Quest/Pondera Premium Technical Support	
PS-PTS-OTSE	<i>Pondera Premium Support – Onsite Technical Support Engineer</i>	\$215/hr
PS-PTS-STSE1	<i>Pondera Premium Support – Senior Technical Support Engineer</i>	\$180/hr
PS-PTS-PTSE	<i>Pondera Premium Support – Product Technical Support Engineer</i>	\$160/hr
PS-PTS-STSE2	<i>Pondera Premium Support – Staff Technical Support Engineer</i>	\$140/hr
PS-PTS-ATSE	<i>Pondera Premium Support – Associate Technical Support Engineer</i>	\$105/hr
PS-QST-MTC	<i>Quest Remote Maintenance Services</i>	\$205/hr
PS-QST-DEP	<i>Quest Remote Deployment Services</i>	\$185/hr
PS-QST-ADV	<i>Quest Remote Advisory Services</i>	\$185/hr
PS-QST-ARC	<i>Quest Remote Architectural Design Services</i>	\$185/hr
PS-QST-SOW	<i>Quest Remote Statement of Work Services</i>	\$185/hr
PS-QST-PRT	<i>Quest Remote Partner Services</i>	\$185/hr
PS-QST-TDS	<i>Quest Online Training Deployment Services</i>	\$185/hr

Maintenance renewals for software product purchases shall be fixed at the agencies prior applicable rates, with a 0% uplift (no up-lift) and no additional increases, fees or charges added, for the duration of our NASPO contract.

Quest/Pondera FDaaS	Discount % Government Naspo ValuePoint
1 Year Contract	50%
3 Year Prepaid Contract	53%
5 year Prepaid Contract	55%
Quest/Pondera FDaaS Support and Services	Discount % Government Naspo ValuePoint
All Support and Services hours	10%

Fraud Detection as a Service (FDaaS) PS-FDAAS-01

Pondera's Detection Solutions are award-winning, modern analytics solutions designed to help you detect potential fraud, waste, and abuse. They detect both individual transaction anomalies, as well as trends, patterns, and clusters that may indicate suspicious or fraudulent activities.

Our Detection Solutions are:

- Comprehensive - Analyze every program participant, beneficiary, claimant and transaction
- Scalable - Proven performance on some of the country's largest programs
- Intuitive - Designed "by our investigators for your investigators"
- Proactive - Innovative "push analytics" sends Alerts to your staff

FDaaS is our core detection solution. FDaaS ingests your program data, matches it against third party data sources, and then runs it through a series of procedural and prediction models to detect previously known and unknown anomalies and patterns.

When a transaction violates a predetermined threshold, FDaaS sends an Alert to the integrated FDaaS Dashboard, Provider or Participant Profile, and Geospatial Analysis Maps. Your staff can view the Alerts, interact with the Maps, and create cases directly from the FDaaS system.



Cloud Solution Case Tracker PS-FDAAS-CT

Pondera's Case Tracker is a fully-integrated investigative case tracking and management system. Case Tracker imports cases from FDaaS, or other sources, and uses workflow and rules engines to allow you to assign and route cases throughout their resolution process. The system also allows you to attach documents, images, and other files to your cases. Case Tracker can also automate activities such as sending an email to a program participant who is ineligible. It also includes a full reporting suite to track cases by investigator or division by month, quarter, or year.

Case Tracker is bi-directionally integrated with FDaaS, receiving cases from FDaaS and returning results of investigations back to FDaaS to tune models and violation thresholds.

The screenshot shows the Pondera Case Tracker interface. At the top is a blue header with the 'Pondera' logo on the left and 'System Admin' with a gear icon on the right. Below the header is a grey bar containing a blue button with a white plus sign and a search bar with the placeholder text 'Search...'. On the left side, there is a vertical sidebar with blue buttons labeled: Dashboard, Cases, To-Do's, Notes, Forms, Files, Emails, Parties, Reports, Settings, and Document Library. The main content area has a breadcrumb trail: 'Case / INQ-16-000025 / Activity / Email / New'. The title of the form is 'New Email'. On the right side of the form, there are two buttons: a blue envelope icon and a red 'X' icon. The form fields include: '* Case #:' with a dropdown menu showing 'INQ-16-000025'; '* Email These People:' with a text input field containing 'jficner@abc.com <jficner@abc.com>'; '* Subject Line:' with a text input field containing 'Sample Letter Template'; 'Standard Response:' with a dropdown menu showing 'Standard Response 1'; 'High Priority:' with an unchecked checkbox; and '* Body:' with a rich text editor. The rich text editor has a toolbar with icons for bold (B), italic (I), underline (U), strikethrough (ABC), bulleted list, numbered list, link, unlink, and a 'Format' dropdown. The body text reads: 'Dear John Doe, Health and Human Services Interim Final Rule for Breach Notification for Unsecured Protected Health Information, provided for in the American Recovery and Reinvestment Act of 2009 (ARRA), was implemented September 23, 2009. This rule serves to mitigate harm to a victim of an unprotected information breach whether or not the potential harm is economic. Covered entities are obligated to comply with these updated HIPAA privacy rule regulations as of September 23, 2009; though a five-month grace period delayed the imposition of noncompliance penalties until February 22, 2010. While breach notification of an individual may be carried out through various methods, all applicable'. Below the rich text editor is a button labeled 'Add Signature'. At the bottom, there is a section for 'Attachments:' with a file selection interface.

Cloud Solution Super Search *Premium* PS-FDAAS-SS

SuperSearch *Premium* is a powerful, but easy-to-use, search tool that allows your investigators to type in a name or other word and search for matches in the FDaaS database and integrated third-party public records databases. Users can select categories (such as business, beneficiary, doctors, etc.) to narrow searches, and the search results link directly to the FDaaS profiles for more information.

SuperSearch is an important investigative tool to quickly gather information on suspects. It is also fully integrated with third party public records and location information on individuals and businesses.

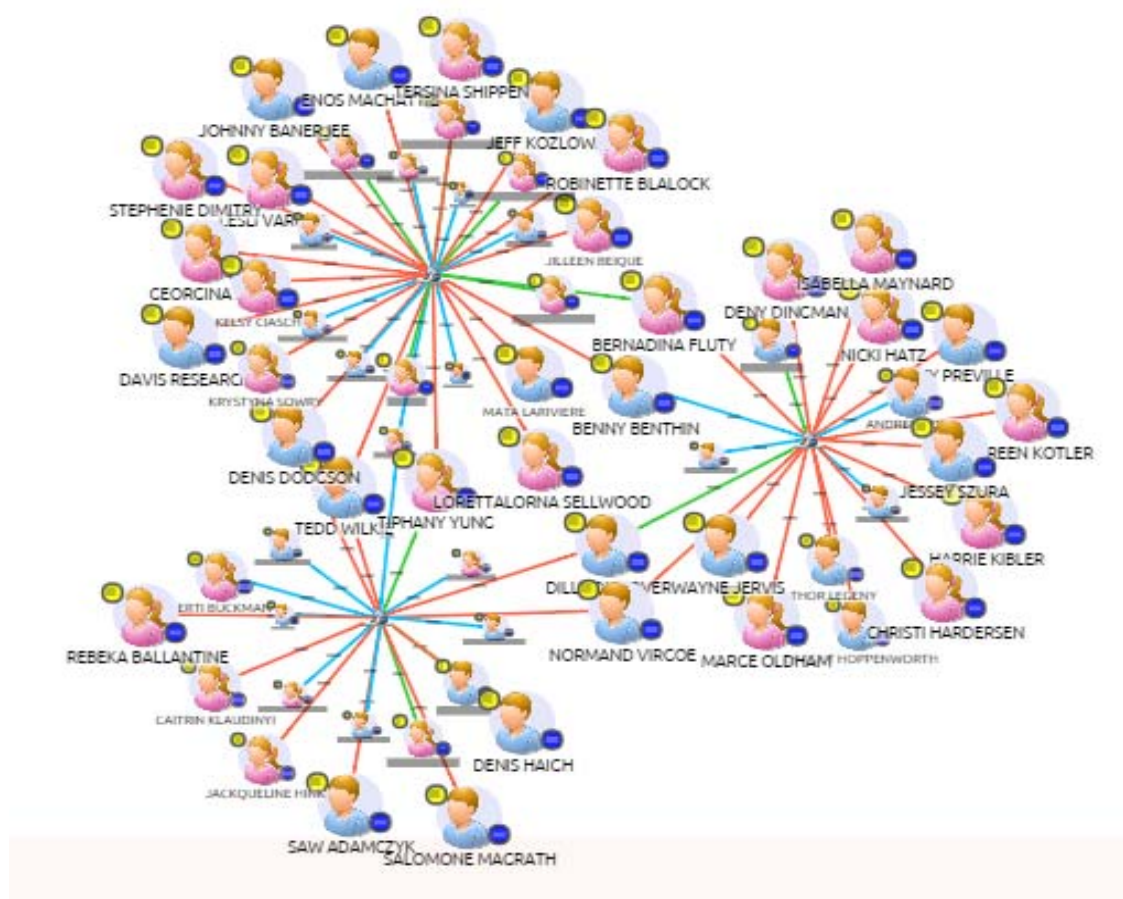
The screenshot displays the LexisNexis Comprehensive Individual Search interface. At the top, there is a search bar with fields for First Name, Middle Name, Last Name, SSN, City, Zip, and Phone, along with an "Individual Search" button. Below the search bar, a sidebar on the left lists categories: Beneficiary, Rendering Provider, and Facility. The main area shows search results for "Beneficiary (45 Matches Found)". One result is expanded, showing details for a person named "John Doe" with fields for Address, Age, DOB, LTO Status, and MEDS ID. To the right, there are tabs for "LexisNexis Individual Info" and "LexisNexis Business Info". Below the search results, a "Comprehensive Individual Search" window is open, showing a "Web View" of a subject's profile. This window includes a "Subject Information" section with fields for Name, Gender, Address, Deceased status, Phone, and SSN. It also has a "Subject Indicators" section with checkboxes for Criminal Conviction, Sexual Offender, Concealed Weapon, Bankruptcy, Property, and Corporate Affiliation. On the right side of this window is an "Address Map View" showing a street map with a red pin indicating the subject's location. At the bottom of the window, there is a "Details" section with a "Print" button and a "Close" button.



Cloud Solution Network Analyzer PS-FDAAS-NA

Network Analyzer is a powerful visualization tool that allows your investigators to explore and visualize relationships between and among program providers and beneficiaries. Network Analyzer is fully integrated with FDaaS allowing you to examine relationships such as shared program participants and unusual travel patterns.

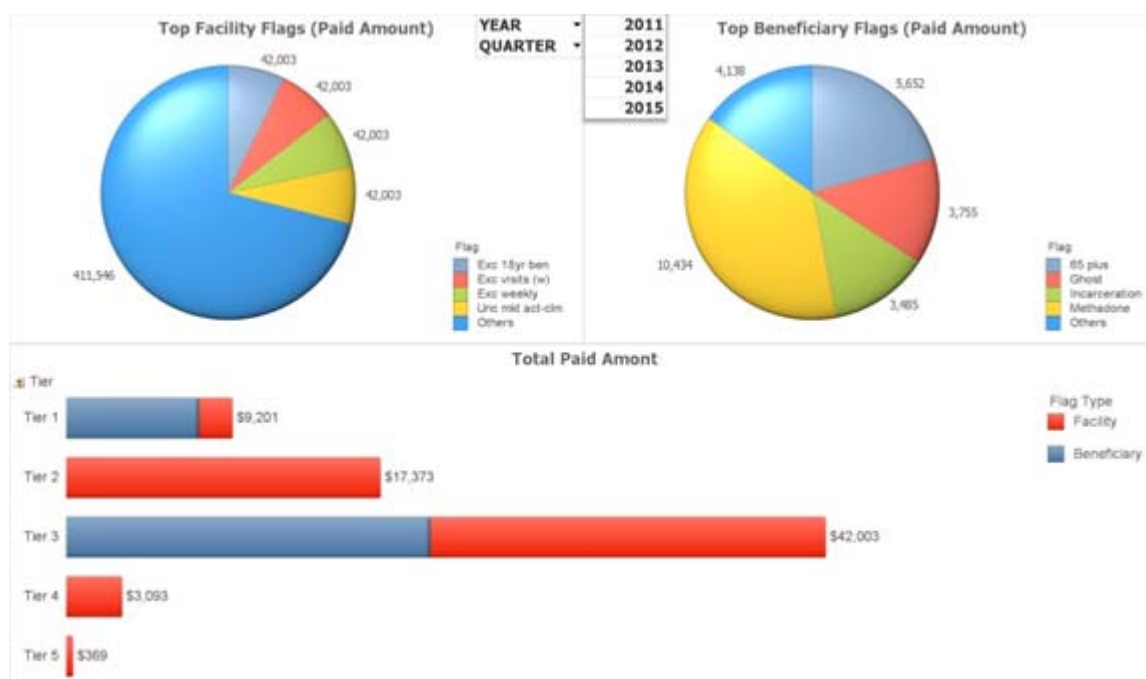
Network Analyzer comes pre-packaged with Network Templates that help you detect commonly used fraud schemes by simply running the out-of-the-box queries. It also allows more sophisticated users to create their own Network diagrams, add custom nodes and notes, and save or print the diagrams.



Executive Dashboard PS-FDAAS-ED

Pondera's Executive Dashboard is an intuitive executive reporting system that displays results of the Pondera analytics to program and agency managers. The Dashboard displays results in pie charts, bar charts, and tables which pull data directly from the FDaaS database.

Dashboard users can drill through the charts to view changes over time, top flag violations, percentage increases, and other important program information. This helps management allocate program integrity resources and view the results of their enforcement actions.



Response to:
The State of Utah
Division of Purchasing
In conjunction with
NASPO/ValuePoint
Request for Proposal

Utah Solicitation Number CH16012

SaaS Data Analytics
Solution

Prepared and Submitted by:



March 8, 2016

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RFP Signature Page

5.1 Signature Page

Original signed copy submitted as part of this response.



State of Utah Vendor Information Form

Legal Company Name (include d/b/a if applicable) Quest Media & Supplies, Inc.		Federal Tax Identification Number 94-2838096		State of Utah Sales Tax ID Number n/a	
Ordering Address 5822 Roseville Rd.		City Sacramento	State CA	Zip Code 95842	
Remittance Address (if different from ordering address) same as above		City same as above	State CA	Zip Code same as above	
Type <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input checked="" type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Non-Profit Corporation		Company Contact Person Tim Burke			
Telephone Number (include area code) (916) 338-7070		Fax Number (include area code) (916) 338-3289			
Company's Internet Web Address Questsys.com		Email Address Tim_Burke@questsys.com			
Officer's Authorized Representative's Signature 					
Type or Print Name Tim Burke					
Position or Title of Authorized Representative President and CEO					
Date: 3/4/2016					

Executive Summary

Quest Media and Supplies, Inc., hereafter referred to as Quest Technology Management, with our strategic partner Pondera Solutions (Quest/Pondera) is proposing our Fraud Detection as a Service (FDaaS) solution to meet the requirements of the NASPO SaaS Cloud Solutions RFP. The solution is housed at Quest's high level security data centers. Quest's nationwide Service Delivery Centers provide safe and secure cloud computing environments for any industry while meeting or exceeding regulatory requirements. Our goal is to offer purchasing entities the best possible cloud computing consulting and solution to fit each entities' needs and budget.

We have chosen to partner with Pondera Solutions to offer the premier Software as a Service – Data Analytics solution, “Fraud Detection as a Service, or FDaaS” to Participating Entities. The Quest/Pondera team combines premier data center solutions with best in class fraud detection software for government entities. Pondera's FDaaS is a modern, comprehensive Software as a Service (SaaS) application that is being used to **detect and prevent fraud by using advanced data analytics** in some of the largest state programs in the country.

FDaaS meets all of the requirements of this Cloud Solutions SaaS RFP and offers additional functionality such as Social Network Analysis and SuperSearch that exceed the requirements. While FDaaS is an existing product, it is also highly configurable to meet each State's unique requirements.

FDaaS offers the following advantages to the Participating Entities:

1. **Comprehensive, Integrated Functionality:** Including automated Alerting, Geospatial Maps, Link Analysis, Social Network Analysis, Fraud Indicators, Supervised and Unsupervised Prediction Algorithms, and more.
2. **Machine Learning:** Constant improvement through machine learning and human feedback mechanisms.
3. **Ease of Use:** A fully integrated Investigative Dashboard “designed by investigators for investigators”.
4. **Secure Hosting:** A proven hosting process and facility with Quest that meets and exceeds required security standards including HIPAA.
5. **Integrated Implementation Methodology:** The Pondera Requirements and Onboarding Process (PROP), designed specifically for FDaaS implementations, leads to implementations in as few as 120 days.

- 6. Virtual Special Investigations Unit (SIU):** Pondera's virtual SIU, consisting of certified fraud examiners, program experts, program integrity managers, and former federal and state law enforcement staff who remotely design the system, train your users, support the implementation, participate in your enforcement planning and review sessions, and deliver investigative reports.

FDaaS, as an existing cloud-based software as a service data analytics solution, drastically reduces implementation timelines and risk. Its configurability ensures that you receive a system customized to your specific requirements. Its ease-of-use makes a system that your users will quickly learn and use. And its self-learning capabilities will continue to improve over time to identify new and emerging fraud trends.

FDaaS is an existing solution that we will configure to meet each State and program's unique requirements. In the response to this RFP, we include a number of screenshots from the existing solution to illustrate existing functionality. Please note that we have scrambled or blocked any PII data in the screenshots.



FDaaS provides an intuitive dashboard with participant profiles, alerts, grids, and ScoreCards.

FDaaS is a true automated detection and alerting system, versus traditional Information Technology tools that require you to search for data anomalies. The system ingests your data, combines it with third party consumer and business data, and then runs every transaction through a set of procedural and prediction models and data analytics.

Pondera's FDaaS is being used in 5 states: California, Iowa, Georgia, Nevada and Pennsylvania and multiple programs that include Medicaid, Unemployment Insurance, SNAP, Tax and Revenue, and Integrated Eligibility.

Mandatory Minimums

5.2 Cover Letter

5.3 Acknowledgement of Amendments

Original signed document submitted with this response.

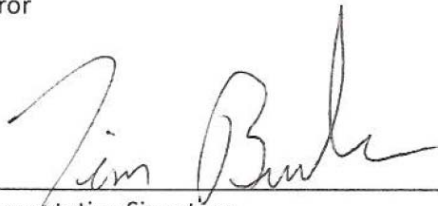
ACKNOWLEDGEMENT OF AMENDMENTS TO RFP (SOLICITATION CH16012)

This attachment represents that the Offeror has read, reviewed, and understands the totality of Solicitation CH16012, including the final RFP document posted on February 10, 2016.

By signing below, the Offeror attest to reviewing the documents listed above.

Quest Media & Supplies, Inc.

Offeror

A handwritten signature in black ink, appearing to read "Tim Burke", is written over a horizontal line.

Representative Signature

Tim Burke, President and CEO

5.5 General Requirements

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described in the Master Agreement Terms and Conditions, and if applicable, Participating Addendums.

Quest Technology Management certifies that we will provide a Usage Report Administrator responsible for the quarterly sales reporting described in the Master Agreement Terms and Conditions, and if applicable, Participating Addendums.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

Quest Technology Management certifies that if awarded a contract, we agree to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions.

5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment. Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B, or submit a report documenting compliance with Cloud Controls Matric (CCM), Exhibit 2 to Attachment B. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both exhibits to Attachment B.

Quest Technology Management agrees to complete, provide, and maintain a completed CSA STAR Registry Self-Assessment. We represent and warrant the accuracy and currency of the information on the completed forms. The completed CSA STAR Registry Self-Assessment is attached to the end of this response.

5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

Quest Technology Management has provided a sample of our Service Level Agreement which defines the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

5.7 Recertification of Mandatory Minimums and Technical Specifications

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

Quest Technology Management acknowledges that if we are awarded a contract under the RFP, we will annually certify to the Lead State that we still meet or exceed the mandatory minimum requirements and technical specifications of the RFP.

Business Profile

6.1 Business Profile

Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.

Quest Technology Management is headquartered in Sacramento, California. Quest was founded in 1982 during the early days of the PC revolution. Large mainframe data centers formed the initial client base, buying mainly mainframe media, peripherals, PC products and supplies. Yet early on and based on demand, Quest founders Cindy and Tim Burke, envisioned a broader company – one that would help clients achieve their competitive business goals by serving all their technology needs.

Today, Quest is a privately-owned technology management firm that serves a diverse client base of Fortune 50-5000 corporations, state and local governments and educational institutions. The company offers clients a portfolio of computer hardware and networking equipment, professional services, cloud and managed services, telecommunications & transport, support & maintenance management, fiber-optics, wireless & structured cabling, and technical staffing, all backed by the most advanced technologies. Quest is a worldwide leader in technology management offering a portfolio of professional, Cloud, and Managed Services. Either on-site or from one of 25 secure global Service Delivery Centers, Quest offers Security, Disaster Recovery, Business Continuity, Data Backup and Replication, Desktops as a Service, and Infrastructure as a Service.

Quest has achieved significant growth over the past few years garnering awards to this effect most notably CRN Fast Growth 150 for the past two years, in addition to the MSP 500 and Tech Elite 250 resulting in Quest being awarded the CRN Triple Crown for two years running. Fewer than 60 North American solution providers had the necessary revenue, growth, and technical expertise to be recognized on three of CRN's preeminent solution provider lists, earning them the Triple Crown Award this year.

The company employs approximately 160 people, including teams of consultants, engineers, project managers, product specialists, customer service representatives, and administrative personnel focused on making Quest an industry leader by delivering the

latest in technology tools and services that best serves the business goals of the clients. Quest maintains a high employee retention rate – notably Quest’s managers have at least 15 years with the company with more than a few service records include over 30 years. The listed contract manager for this engagement has more than 8 years of experience with Quest and each of the supporting team has 10 years or more.

Quest is an expert at private, public, and hybrid-cloud. We have been delivering private cloud computing solutions for over 10 years – leveraging the power of the internet to fulfill our clients’ computing needs across their various locations. In fact, Quest delivered “Cloud Computing” before the term was coined. Quest offers cloud services for both the public and private sector in the form of Software as a Service (SaaS), Infrastructure as a Service (IaaS) and /or Platform as a Service (PaaS) to partners and customers.

Quest Technology Management’s strategic partner, Pondera Solutions, is a Google Enterprise partner founded in 2011 and headquartered in Gold River, CA. Pondera is singularly focused on leveraging the power of cloud computing and advanced analytics to combat fraud, waste, and abuse in large government programs. Every Pondera employee is focused on this objective every day. This is all they do.

Pondera has three (3) divisions – Technology, Service Delivery, and Sales/Operations. Their current client base spans 5 states and 12 different government programs. Pondera has experienced 1500% revenue growth over the last three years and over 800% employee growth over the last three years. Pondera currently employs 45 people across two locations. The Pondera headquarters are located just east of Sacramento. Pondera’s employee retention rate is 100%. Pondera has been providing cloud based data analytics for some of the largest programs in the country over the past 5 years. All of their implementations are for government agencies.

Pondera’s flagship product, Fraud Detection as a Service (FDaaS) is a comprehensive solution designed to detect and alert you to potentially fraudulent Providers, Beneficiaries, and Claims. It also includes tools to help your analysts and investigators build a case for enforcement or prosecution.



Pondera’s FDaaS is also “built by investigators, for investigators”. They hire more than 50% of their employees directly from government. They leverage their knowledge and experience and encourage them to be creative and take risks in our research and

development functions. And they ask them to focus on delivering a solution that is powerful, yet easy to use, allowing you to focus on investigating and prosecuting cases versus learning how to use complex information technology tools.

At this time, Pondera works in 5 states that include California, Iowa, Nevada, Pennsylvania, and Georgia. Pondera works in many different programs, including, but not limited to: Medicaid, Unemployment Insurance, SNAP, Tax and Revenue, and Integrated Eligibility.

6.2 Scope of Experience

Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the Offeror provided solutions identical or very similar to those required by this RFP. Government experience is preferred.

Quest Technology Management's strategic partner, Pondera Solutions, works exclusively in government programs. Quest Technology Management provides the hosting environment for all of Pondera's current implementations. Pondera's contracts are very similar to the Master Agreements that are sought through this RFP. In addition to the contracts listed below, Pondera participates on the California Software Licensing Program which is also a leveraged purchasing program. The SLP program is administered by the Department of General Services for the State of California. The total approximate dollar value of their 5 largest contracts in the last two years is \$9,250,000. Under these contracts, Pondera provides their Fraud Detection as a Service (FDaaS) solution, the cloud based data analytics tool which we are offering through this RFP.

As an example of their deployments, we have included the details of 3 current implementations.

A. California Department of Health Care Services: Substance Use Disorder Services – SaaS Cloud Data Analytics (September 2013 – Present)

Pondera was awarded the Short-Doyle Data Analytics project in 2013 to detect and help prevent fraud, waste, and abuse in the California Drug Medi-Cal program. The FDaaS system was implemented within three months of receipt of the client data, and is used to analyze Providers and Beneficiaries in the Medicaid drug and alcohol counseling programs. There are approximately 225,000 beneficiaries and 6,000 providers in the program.

Provider Search Results

Provider Profile

Base Facility Provider Information

Facility Name: [Redacted] NPI: [Redacted]
Address: [Redacted]
City: Los Angeles State: CA Zip: 90
Facility Type: Parent Number of Locations: [Redacted] NAICS: [Redacted]
Associated Facilities: [Redacted] PB Reports: [Redacted] Workflows: [Redacted]

Provider Indicators

Status: ☒ Active
Criminal Rendering Provider: ☒ No
Criminal Affiliates: ☒ No
Billing Currently Incarcerated: ☒ Yes
Billed for OOS Incarcerated: ☒ Yes
CA Suspended Provider: ☒ Yes
Compliance Risk Index: ☒ 0.0
Pay Experience: ☒ 10
Out of Business: ☒ No
OIG LER Alert: ☒ No
Ghost Benef over 50%: ☒ No
P Bene over 50%: ☒ No
Benef Younger than 13: ☒ No
Benef Older than 65: ☒ Yes
Billing Out of State: ☒ No
Market Indicators: Market Engagement: ☒ 1
Deliverability Type: ☒ RESIDENTIAL

Provider Claims Information

Prior 52 Week Claims #: 0
Prior 52 Week Claims Paid Amt: 50
Total Number of Benef: 368
Methadone Claims Billed: NO
Number of Unique NPIs: 1
LTD Claims Billed Amt: \$2
LTD Claims Paid Amt: \$2
Last Date of Service: 06/29/2013

Provider Flag Information

Tier	Date	Name	Viewed	Watched
4	02/01/2014	Providers who exceed Peer Average for Claims		
3	02/01/2014	Peer Comparison of Average Number of Claims Per Beneficiary		
2	02/01/2014	Beneficiaries who are > than 65 years old		
2	02/01/2014	Provider Billing for Incarcerated Beneficiaries		
5	02/01/2014	Provider is Temporarily Suspended		

Provider Profile Street View

Address is approximately: [Redacted]
Los Angeles, California

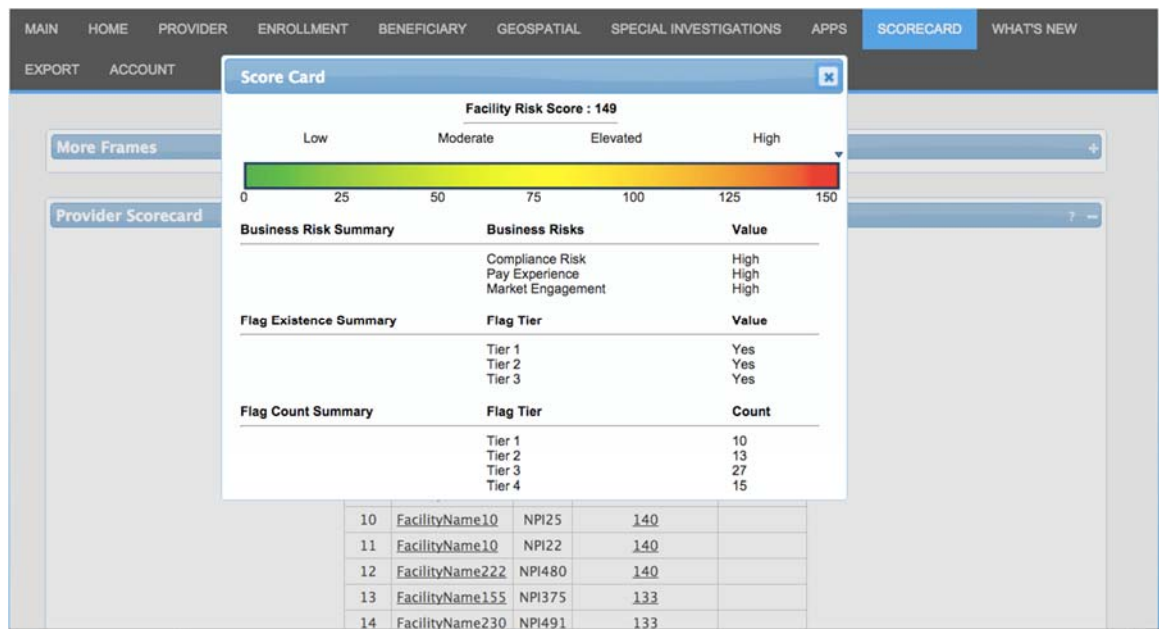
Provider Profile Map

Map Type: Beneficiaries visiting this provider: 2
Legend: Facility (Blue dot), Beneficiary (Green dot)
Non-Geocodable Addresses: [Redacted]

A de-identified screenshot of a Provider Profile shows suspicious behaviors and critical business information.

The FDaaS Dashboard for this client displays Alerts, Geospatial Analysis, Link Analysis, Social Network Analysis, and Provider and Beneficiary Profiles. It integrates third party consumer and business data to detect issues with identity, eligibility status (such as age, out-of-state indicators, and incarceration status), and potential fictitious businesses (such as shell company activity, credit experience, and criminal histories). It also includes dozens of flags for program specific issues such as holiday billings, spike indicators, and other potential issues.

California DHCS also uses the integrated FDaaS Provider Scorecard which ranks and scores every Medi-Cal Drug Provider for the potential for fraud. The fraud scores are derived from the individual FDaaS flags and allow the DHCS Audits & Investigations (A&I) team to “stack rank” their providers to prioritize field audits. An actual screenshot of the California Scorecard (de-identified) is provided below.



CA DHCS uses the Scorecard to rank all facilities for fraud potential. This is a de-identified example of the detail behind one of the facilities' ranking.

DHCS also contracted with Pondera to analyze “cross-over” Beneficiaries who display suspicious activities across DHCS programs. For example, FDaaS is used to identify beneficiaries who are billed for a counseling session in one part of the state while also being billed for an in-hospital stay in another part of the state.

Pondera’s Special Investigations Unit plays an active role on this project. They participate in weekly strike team meetings, analyze data sets and recommend new flags, train DHCS users, and deliver intelligence reports to support DHCS enforcement activities. They also assist DHCS in their meetings with law enforcement agencies.

B. Iowa Workforce Development (July 2013 – Present)

The Iowa Workforce Development (IWD) has used FDaaS since 2013 to identify potential fraud and abuse in the Iowa Unemployment Insurance (UI) program.

There are approximately 50,000 claimants and 100,000 employers. FDaaS generates fraud alerts and potential leads, instances of aberrant payments, filings, and other potential fraud indicators on UI claimants and employers. Pondera's Special Investigations Unit also provides enhanced investigative support for large, complex cases.

IWD has used FDaaS to enforce and prosecute various program violations including identity theft, incarcerated claimants, deceased applicants, and out-of-state fictitious businesses set up for the sole purpose of processing fraudulent claims. Iowa has renewed the service two separate times since the initial year of the contract.

C. Nevada Department of Health and Human Services

The Nevada Department of Health and Human Services – Division of Welfare and Support Services was awarded a \$1.5M grant from the U.S. Department of Agriculture in October 2015. The grant will allow Nevada to deploy FDaaS to detect and manage cases of SNAP card trafficking. There are approximately 400,000 claimants and 2,000 retailers in the program.

The project is scheduled to go live in the first quarter of 2016.

6.3 Financials

Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

The Quest audited financial statements are submitted with this response as 2013_YE.pdf and 2014_YE.pdf. Quest's Dun and Bradstreet number is 107550055 with credit rating 4A3.

6.4 General Information

6.4.1 *Provide any pertinent general information about the depth and breadth of your services and their overall use and acceptance in the cloud marketplace.*

Pondera's FDaaS solution is used in 5 states and across 16 different programs. All of their implementations are cloud Software as a Service implementations. Their

singular focus is Fraud, Waste, and Abuse in government programs. They have been recognized in numerous publications as a leader in data analytics and government technology. FDaaS is used to identify fraudulent behaviors in the program, and then prioritize these egregious violations for the investigators. FDaaS includes tools that assist investigators in their day to day work, managers in their oversight and support, and executives in their evaluation of resources and effectivity.

The FDaaS Dashboard is designed “by investigators, for investigators”. Ease of use and a maximum of two clicks to data are the guiding principles of the design. The different FDaaS modules are integrated by hyperlinks allowing, for example, drill through from geospatial maps and Alerts to the Provider and Beneficiary Profiles. And we use plain English, written by our investigators, to describe Alerts and other system functionality.

FDaaS takes complex analysis and data and displays results in a number of user-friendly ways including:

1. SuperSearch returns “mini” profiles with aggregated program, 3rd party, social and financial data
2. Scorecards display risk scores and comparison reporting by category
3. Grids provide color-coded X,Y axis data grids
4. Geospatial Maps display participants with shared emails, phones, IP addresses, etc.
5. Profiles provide fraud indicators, flags, and billing and claims history for Providers, Facilities, and Beneficiaries
6. Network Analysis visually links entities

6.4.2 *Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011 or greater.*

Quest prepares an SSAE 16 report annually which is audited by a third party. A copy is submitted as part of this response.

6.5 Billing and Pricing Practices

6.5.1 *Billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entities.*

Our proposal includes a discount off of our list price. This price is very straightforward and applies to both our Software as a Service pricing for all modules as well as to the additional support hours that are available.

It is our preference to bill 20% of the annual cost at the time the contract is signed and then to collect the remaining 80% of the annual cost when the project goes live. We understand that every Participating Entity will have different needs apply to the billing practices and we have every intention of accommodating their requirements.

Billing will be done Net 30.

The pricing is built on the number of participants in the program. Because this is a Software as a Service implementation, the pricing is per month, with a 6 month minimum implementation. We are offering NASPO/Valuepoint participating entities a 50% discount off of our list price for Software as a Service and a 10% discount on additional hourly services that are requested.

6.5.2 *Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solution.*

In a typical Quest Technology Management/Pondera FDaaS Cloud Software as a Service project, there are no hard costs associated with the implementation of our solution. We note here the anticipated time commitment from various staff members for implementation:

- IT Staff will be required to provide us data extracts on a monthly basis
- IT staff will need to establish site-to-site VPN to the Quest Technology Management/Pondera Cloud
- Program manager will need to approve/authorize users of the SaaS solution

6.5.3 *Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.*

FDaaS is a Software as a Service (SaaS) solution. It is a web browser based application and supports any platform that can run Internet Explorer, Chrome, Firefox or Safari. The application is hosted in Quest Technology Management's secure data center. The application resides in a private virtual Local Area Network (vLAN) unique to each client and accessed only through a Lan to Lan Virtual Private

Network (L2L – VPN) or on-demand VPN. FDaaS does not provide an open interface to the Internet. All computing platform requirements are assessed during the requirement phase of the project and based on client data size. These requirements are provisioned at the start of the project and follow a 3 year projected growth pattern. All application and platform provisioning administration is performed by Quest Technology Management/Pondera. Quest Technology Management/Pondera continuously monitors data size and performance and re-adjusts computing platform size and power as needed.

6.6 Scope and Variety of Cloud Solutions

Specify the scope and variety of the Solutions you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services and deployment models that you offer.

Quest Technology Management/Pondera provides cloud based Software as a Service Data Analytics solutions. The solution includes our Fraud Detection as a Service (FDaaS), with additional modules that include, but are not limited to, Case Management, Network Analysis, Social Media Analysis, and Executive Dashboard.

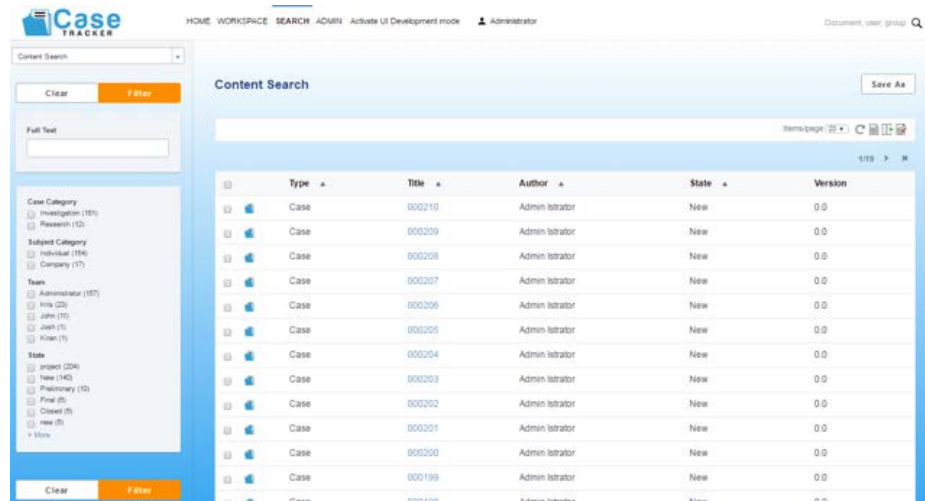
The **Fraud Detection as a Service (FDaaS)** solution is the primary offering for this proposal. FDaaS is a modern analytics solution designed to detect potential fraud, waste, and abuse in government programs.



FDaaS is a powerful data analytics solution that detects potential fraud, waste, and abuse.

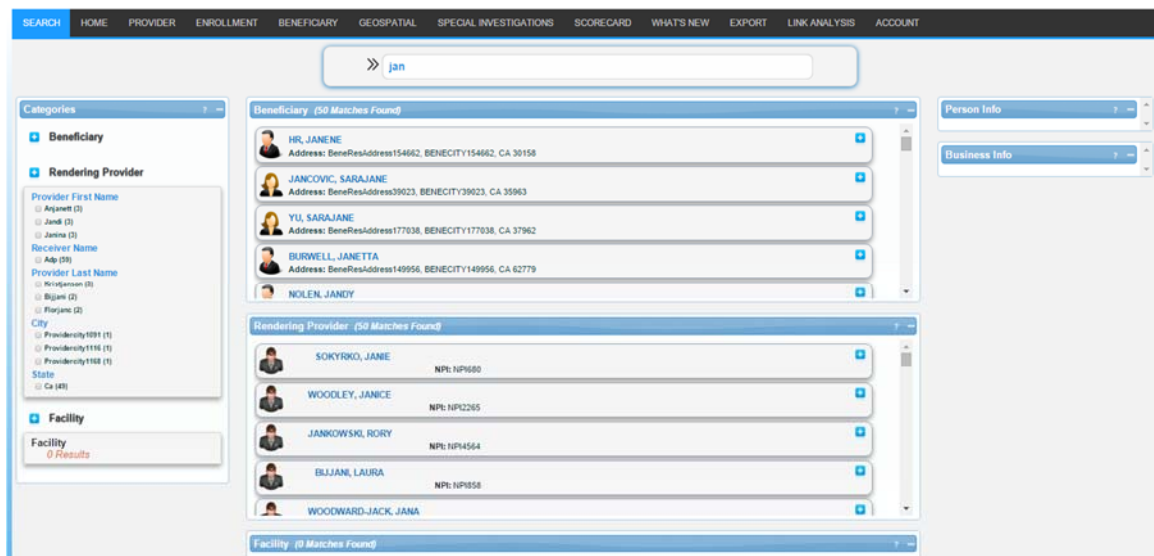
In addition, Quest/Pondera are offering modules that can be added to the base solution.

Case Tracker is a fully-integrated investigative case tracking and management system. Case Tracker imports cases from FDaaS or other sources and uses workflow and rules engines to allow clients to assign and route cases throughout their resolution process.



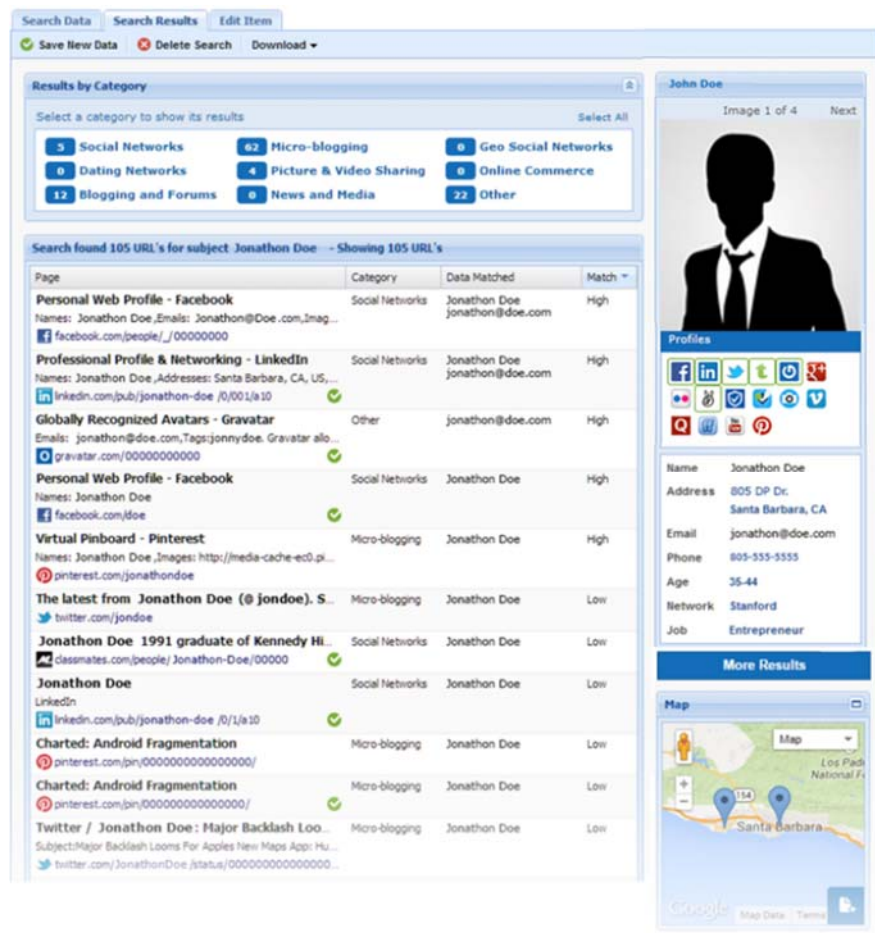
Case Tracker fully integrates case management with the FDaaS solution.

Super Search is an additional module that allows investigators to type in a name or other word and search for matches in the FDaaS database and integrated third-party public records databases. This important investigative tool helps to quickly gather information on suspects who are currently in the program as well as those who are not.



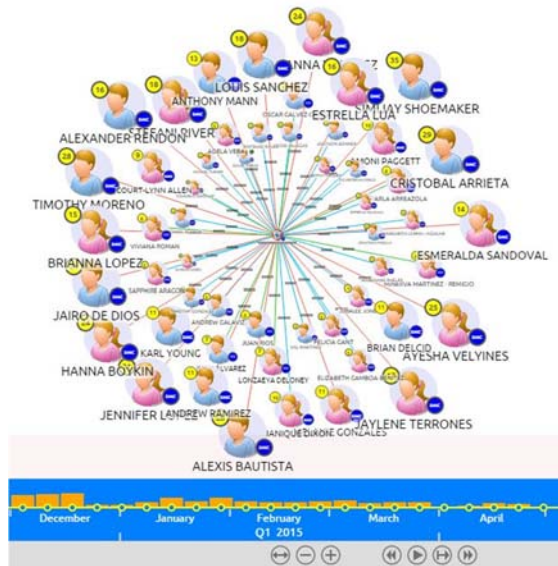
Super Search combs through all database information as well as multiple integrated third party public records databases for comprehensive analysis.

Social Media Analyzer may also be added. Social Media Analyzer combs through social media sites such as social networking sites, blog posts, or other Internet sources where suspects may have left a digital footprint. This allows analysts and investigators to uncover previously unknown connections and activities, such as illicit sales of government benefits. Analysts also use Social Media Analyzer to form a more complete picture of a suspect's relationships, behaviors, and activities.



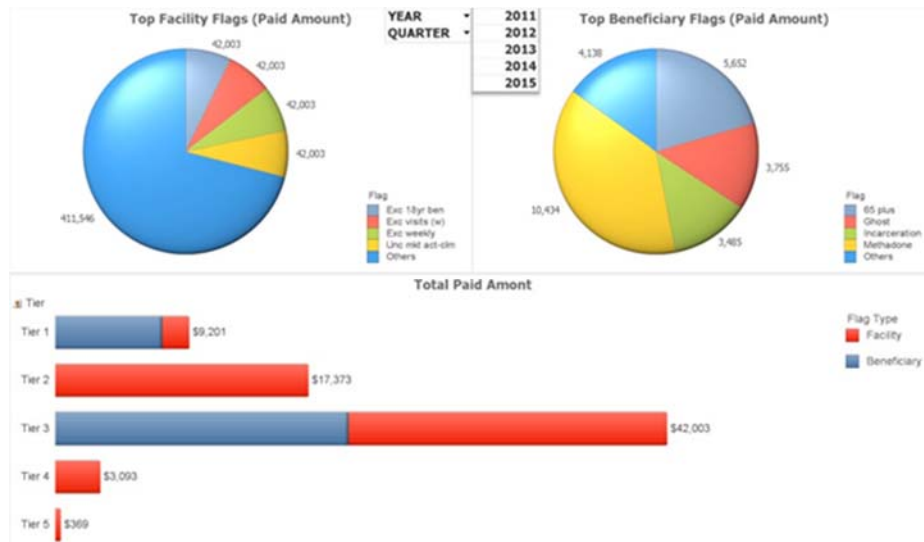
Social Media Analyzer pulls data from multiple social sites to improve knowledge about suspects and their activities and connections.

Network Analyzer is a powerful visualization tool that allows investigators to explore and visualize relationships between and among program providers and beneficiaries. Network Analyzer is fully integrated with FDaaS and allows investigators to examine relationships such as shared program participants or unusual travel patterns.



Network Analyzer can show previously unnoticed connections between program entities over time.

Finally, the **Executive Dashboard** is an intuitive executive reporting system that displays results of the Pondera analytics to program and agency managers. Dashboard users can drill through charts and table sort view changes over time, top flag violations, and other important program information. This helps management to allocate program integrity resources and view the results of their enforcement actions.



The most egregious program violations are highlighted in this Executive Dashboard chart.

6.7 Best Practices

Specify your policies and procedures in ensuring visibility, compliance, data security, and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

Quest Technology Management hosts FDaaS and its infrastructure. Quest Technology Management certifies that its environment is compliant with all security and privacy requirements for each and every FDaaS client organization. Quest Technology Management maintains a comprehensive list of administrative, technical and physical policies and procedures which closely follow the National Institute for Standards and Technology (NIST) and it is SSAE 16 SOC 1 type II certified. FDaaS does not have a direct interface with the Internet. Instead, all users access Quest's secure data center through a LAN 2 LAN VPN connection or on-demand VPN. Each client resides in a unique and separate virtual LAN (vLAN) monitored by an intrusion detection System (IDS). Once the VPN between Quest's secure data center and the client's private network is operational, end users utilize a web browser with secure HTTP (HTTPS) to access FDaaS. All client's data reside on encrypted data store utilizing AES 256 bit algorithm. FDaaS access authorization utilize Role Base Access Control (RBAC). FDaaS employs a verbose access audit trail that can ensure clients only authorized individual gain access to the software.

Organization Profile

7.1 Contract Managers

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. The Contract Manager must have experience managing contracts for cloud solutions.

7.1.1 *Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.*

Quest's Contract Manager is Ryan O'Keeffe. Ryan is the Director of Service Management. He can be reached from 8 a.m. to 5 p.m. PST at 916.338.7070. His email address is Ryan_Okeeffe@questsys.com

7.1.2 *Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. Provide a detailed resume for the Contract Manager.*

Ryan O'Keeffe has been with Quest since 2008 and has years of experience with vendor contract negotiations and management. Quest manages Quest's Authorized Reseller agreements with manufacturers' NASPO ValuePoint contracts such as Cisco Systems, EMC, and Palo Alto Networks. In addition, Quest maintains a dozen CMAS (California Multiple Awards Schedules) for various vendors and professional services. As per contract requirements, Quest maintains sales reporting records, fee payments, marketing plan development, and fulfillment specifications. Quest is also on the California IT MSA contract for professional services with multiple professional services designations.

Ryan's resume is attached as Resume-Ryan O'Keeffe RFP.pdf.

7.1.3 *Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.*

The roles and responsibilities for Ryan O'Keeffe, Contract Manager, as it relates to the NASPO ValuePoint Master Agreement would be to maintain contract requirements as it relates to reporting sales in a timely and accurate manner, tracking and payment of required fees, coordinating Participating Addenda with

State Contracting departments, managing resellers and associated agreements as applicable, and developing and fulfilling marketing plan objectives.

Technical Response

SECTION A: - Complete Narrative of the Offerors Assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements.

FDaaS is a Software as a Service solution provided by Pondera and hosted in Quest's cloud.

Quest will manage the back end of all VM infrastructure and servers including patching of operating systems, anti-virus, application monitoring, patching, backups, VM level High Availability failover, Hot-Site (where required), network, Offeror's side of the Site-to-Site VPN power and physical security.

Pondera will manage everything between Quest and the Purchasing Entity including data cleansing, ETL (Extract, Transform, Load), application configuration, application hosting, application testing, application enhancements, application deployments, software-level redundancy, Purchasing Entity support (Passwords, User Accounts, Roles, etc).

Resources needed to fulfill the requirements on the Purchasing Entity side consist of the following.

- Time of the ISO (Information Security Officer) to enable Quest and Pondera to intake data which may include setting up a System Security Plan and a Data Use Agreement.
- Time of the Network Infrastructure staff to set up and maintain
- Time of the database staff and/or vendor to perform one-time and ongoing source data extraction

SECTION B:

8.1 Technical Requirements

We affirm our understanding of, and willingness to comply with, the requirements of Attachments C&D.

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

The Quest Pondera team intends to provide Eligible Users with a Software as a Service (SaaS) cloud service model. FDaaS is a Software as a Service private cloud service with the ability to store and secure the purchasing entity's data in the low and moderate FIPS 199 risk categories.

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145.

8.1.2.1 NIST Characteristic – On Demand Self Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

FDaaS runs over network and computing architecture that is available 7 X 24 X 365. Clients are able to utilize FDaaS in accordance with their business schedule.

8.1.2.2 NIST Characteristic – Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NSIT Characteristic. Attest capability and briefly describe how network access is provided.

FDaaS is a web browser based application that supports Internet Explorer, Chrome, Firefox and Safari web browsers. End users access FDaaS from multitude devices that support any of these web browsers over a secure VPN network.

8.1.2.3 NIST Characteristic – Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

FDaaS utilizes multi-tenant network and computing infrastructure in a high availability cluster with a private virtual resources uniquely allocated to each client.

8.1.2.4 NIST Characteristic – Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

Quest Technology Management continuously monitors the usage of the network, storage and computing resource pools and adjusts them as required to maintain continuous operation. Quest Technology Management/Pondera does not include computing infrastructure utilization in its client pricing model.

8.1.2.5 NIST Characteristic – Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

Quest can report on and adjust resources available to end users at any time. FDaaS has an extensive audit trail that allows administrators to determine how many and who are the users utilizing the software.

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

Quest Technology Management/Pondera offers a single Software as a Service (SaaS) solution. Our primary service category is SaaS Analytics: Data Analytics offerings.

8.1.4 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C and D.

Quest and Pondera are willing to comply with the requirements of Attachments C and D.

8.1.5 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.

Pondera is committed to supporting FDaaS as a SaaS with low and moderate levels of FIPS 199 data criticality levels. The Quest hosted solution will meet and exceed the expectations put forth in Attachment D.

Quest's offerings adhere to the services, definitions and deployment models identified in the Scope of Services for cloud services and are compliant with NIST Special Publication 800-145 practices as it relates to the categorization of risk, and

the five essential NIST characteristics, three service models and four deployment models.

Quest-Pondera provides the 5 Essential Characteristics:

On-demand self service

- Broad network access
- Resource pooling
- Rapid elasticity
- Measured service

Quest-Pondera offers the 3 cloud-based service models

- SaaS
- IaaS
- PaaS

Quest-Pondera's cloud-based services are available through the following 4 deployment methods:

- Private cloud
- Community cloud
- Public cloud
- Hybrid cloud

8.2 Subcontractors

8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

Quest is teaming with our subcontractor, Pondera Solutions, to provide cloud based Software as a Service Data Analytics for fraud detection services. Quest and Pondera have been partners since February 2015. Together, we have delivered cloud based data analytics for fraud detection to multiple government agencies around the country including the California Department of Health Care Services,

California Employment Development Department, and both the Iowa Workforce Development Division and Department of Public Health.

The Quest – Pondera partnership is a logical one. Pondera offers their solution, Fraud Detection as a Service (FDaaS), and Quest Technology Management hosts the solution and provides security and additional functions such as product penetration testing. By separating the data hosting and security from the product development of the detection system, we provide additional checks and balances.

Our partnership arrangement also allows both companies to focus on what they do best: Quest on system hosting and security, Pondera on delivering innovative fraud detection solutions. This results in a modern, secure, system which can be deployed rapidly (typically in less than 90 days) and can scale to meet the requirements of the largest programs in state government.

8.2.2 *Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.*

Pondera Solutions will provide the detection system, Fraud Detection as a Service. This system will be housed within the Quest Datacenters. In addition, Pondera will fill the following positions:

- Project Manager – The Quest/Pondera Project Manager will coordinate the timely delivery of implementation and services. They will coordinate meetings with Quest and the Participating Entities to ensure solution delivery is timely and satisfactory.
- Special Investigations support – An integral part of the Pondera FDaaS solution is Special Investigations support for clients. The investigative support team helps with deep dive investigations to help augment case development for clients.
- Subject Matter Experts – Pondera provides subject matter experts to help translate each program's goals into deliverables in the FDaaS dashboard.

8.2.3 *If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.*

Pondera Solutions is the leading provider of cloud-based data analytics and fraud detection services for government agencies. Pondera's core system, Fraud Detection as a Service (FDaaS) uses data matching services, procedural rules, and prediction models to detect and help prevent fraud. In production since 2012, it is currently helping government agencies identify, prevent, and collect hundreds of millions of dollars annually.

FDaaS is currently available for Medicaid, Unemployment Insurance, Revenue Tax, Social Services, Integrated Eligibility, and Welfare programs. It has been deployed or is in the process of being deployed to 16 programs in 6 states. This includes several of the country's largest state-administered programs including the California Medicaid and Unemployment Insurance Programs.

Pondera and FDaaS have received a number of awards. The Sacramento Regional Technology Alliance (SARTA) named Pondera the Next Tech Innovator of the Year in 2014. Government Technology named Pondera to the 2016 GovTech 100 list of companies making a difference in the state and local government technology market. And Google has invited Pondera to speak at two of their annual Innovation of the Nation events.

Quest will ensure that Pondera and Pondera employees meet all Statement of Work Requirements.

8.3 Working with Purchasing Entities

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- *Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;*
- *Response times;*
- *Processes and timelines;*
- *Methods of communication and assistance; and*
- *Other information vital to understanding the service you provide.*

Quest utilizes a variety of reports to monitor security and network activity and identify potential problems, including daily incident reports, which are managed following a documented incident response process. This process establishes roles, responsibilities, and communications procedures for handling computer security incidents by the Quest Security Incident Response Team.

- The personnel involved begins with the Quest IT staff at the Network Operations Center who identify and report the incident to Pondera Solutions. Quest staff will work with the Pondera Solutions support staff as necessary to isolate, notify, and/or recover from any identified security incidents. The Quest/Pondera team will coordinate through the Contract Manager identified in Section 7 to communicate with the point of contact for the Purchasing Entities via email and/or phone with status updates throughout the remediation process.
- Quest response times are established in the Service Level Agreement with Pondera Solutions. Communications with the Purchasing Entities will be in accordance with this agreement.
- Processes and timelines are dependent on the Service Level Agreement and the agreed upon Security plan with the Purchasing Entities. Incidents are assigned a level of criticality between 1 and 5 with 5 being the most critical.
- Methods of communication and Quest assistance are dependent on the Service Level Agreement, though generally communication would be via email or phone.
- Other information to augment the understanding of our Service Offering is that Quest Managed Services is responsible for managing the Pondera Solutions' computing infrastructure for all existing clients as well as any new clients. As part of their ongoing responsibilities, Quest Managed Services staff performs the following:
 - Utilize security monitoring tools to identify security incidents on client networks, systems, and/or applications
 - Provide incident analysis
 - Notify clients of security incidents
 - Create security related reports
 - Review and recommend security improvement measures on an ongoing basis

Quest structured its Federal Security Operations Center (SOC) as a multi-layered capability providing thought leadership for industry regulations, e.g. NIST, DFARs, and NASA FARs. In addition to Federal capability, Quest also provides SOC services for Financial and Healthcare customers. By partnering with Quest, purchasing entities will benefit from this because as your trusted partner, we look across multiple industries to better understand Advanced Persistent Threats.

Quest's Federal SOC would work with purchasing entities to introduce a highly integrated solution that consolidates inbound and outbound internet traffic to key redundant locations that are GEO load balanced by leveraging Quest Cloud services.

Quest will introduce a multi-tiered SOC managed services capability to meet the requirements of the purchasing entities' compliance business:

Log Retention	We can use a SIEM that will collect, archive, search and report raw data from company devices, network infrastructure, servers and mobile devices.
Log Monitoring	24x7 real-time analysis of logs and alerts
Firewall and VPN Management	Full lifecycle management monitored 24x7
Web Security Service	URL filtering, Web Content Filtering and policy enforcement
Risk mitigation and consulting	Provide thought leadership to help purchasing entities understand and implement compliance requirements and perform and mitigate risk analysis outcomes
Managed IDS/IPS	Full lifecycle management monitored 24x7
Advanced Persistent Threat Services	Data correlation from all Quest SOC environments to produce actionable data on Advanced Persistent Threats
Vulnerability Management	Both internal and external vulnerability scanning management
Penetration Testing	Proactive testing evaluating the security of existing systems
Web Application and Security services	Web scanning to identify and mitigate security risks

Quest's Federal SOC services will also work with purchasing entities to introduce additional controls as needed upon completion of a Risk Analysis:

Quest will work with client's business units to understand company gaps, risk and priority to quickly mitigate existing threats. Quest Federal SOC has canned templates, security configuration and capability allowing clients to customize as needed.
Access Control: Account management, enforcement, wireless security, mobile device management, etc.
Awareness & Training: User training, etc.
Auditing:

Event audit, content and records analysis and reporting, time stamping, etc.
Configuration Management: Baseline configuration and setting, least functionality, information system component inventory, etc.
Contingency Planning: Information system backup, etc.
Identification & Authentication: Identifier and authenticator management, password management, etc.
Incident Response: Incident response training, handling, monitoring and reporting, etc.
Maintenance: Non-local maintenance, crypto, personnel, etc.
Media Protection: Media storage, sanitization, etc.
Physical & Environment Protection: Physical access authorizations, access control, control for output devices
Risk Assessment: Vulnerability scanning
System & Communications Protection: Application partitioning, information in shared resources, boundary protection, transmission confidentiality and integrity, crypto, etc.
Systems & Information Integrity: Flaw remediation, malicious code protection, system monitoring
Program Management: Security authorization process

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

The Quest Pondera team will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

In addition to a FDaaS Production environment, a User Acceptance Test, or UAT environment is hosted. The UAT environment is identical to the Production environment in terms of hardware, software, data and application settings. This environment is used to ensure mandatory requirements; functionality or performance measures are met prior to a Production push.

8.3.4 Offeror must describe whether or not its computer applications and Web sites are accessible to people with disabilities, and must comply with Participating Entity accessibility policies and the Americans with Disability Act, as applicable.

FDaaS does support and will be configured to support applicable accessibility standards established under section 508 of the Rehabilitation Act. The Quest Pondera Team will comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at a minimum.

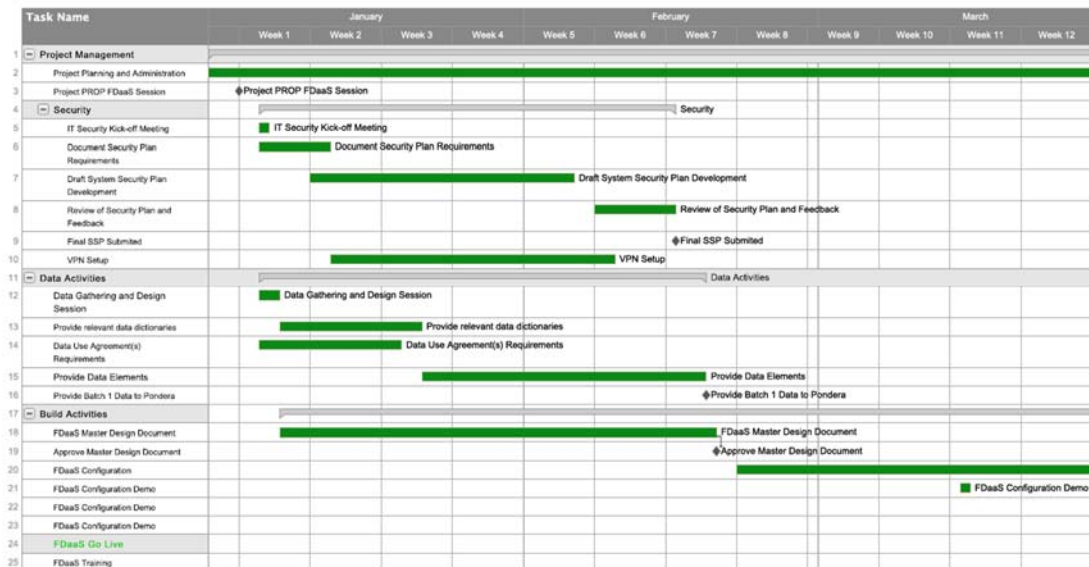
FDaaS fully supports all modern browsers that have HTML5 and JavaScript support including the newest versions of IE, Firefox, Chrome, and Safari

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule, or regulation providing for specific compliance obligations.

The Quest/Pondera team will meet with the Purchasing Entity and cooperate to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations. All of our implementations include PII and PHI, whether for health, welfare programs, tax systems, or other government programs. We are very well versed on the rules and regulations surrounding sensitive data storage and usage and we take security extremely seriously in terms of how we store and process data.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

The Quest/Pondera team utilizes task oriented project management to ensure proper workflow and progress benchmarking. A Sample Project Plan is shown below:



We anticipate 90 days for implementation from the receipt of data. Prior to receipt of data, a Security Plan must be agreed upon in order to ensure the safe transmission of sensitive data.

8.4 Customer Service

8.4.1 Offeror must describe how it ensures excellent customer service is provided to Purchasing Entities. Include:

- Quality Assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

Quest and Pondera are committed to ensuring excellent customer service to Purchasing Entities. We anticipate utilizing Quality Assurance measures, Escalation plans, and our Service Level Agreements to ensure the highest quality of customer service.

• Quality Assurance Measures

In order to deliver a high-quality solution and analytics output from this solution, a number of different tests are conducted including the following:

- Analytics Output Validation/Quality Assurance
- Smoke Test
- Unit Test
- Impact Analysis Test
- User Acceptance Testing (UAT)

With every new design build, the Pondera team conducts internal testing on the new report or functionality in a designated Purchasing Entity development and staging environment. Once internal testing is complete, Pondera will deploy the new report or functionality to the Purchasing Entity for their user acceptance testing.

Objectives	Expected benefits
<ul style="list-style-type: none">▪ Create test environment based on finalized configuration▪ Create and finalize test scripts▪ Execute smoke, unit, and impact analysis testing▪ Complete user acceptance testing (UAT) and report results	<ul style="list-style-type: none">▪ Delivers a thoroughly tested business process and application▪ Provides operations team members with requisite knowledge of the solution to provide effective support

Key activities	Key deliverables
<ul style="list-style-type: none">▪ Perform Analytics Output Validation/Quality Assurance▪ Perform Smoke Test▪ Perform Unit Test▪ Perform Impact Analysis Test▪ Perform User Acceptance Testing	<ul style="list-style-type: none">▪ Completed Test Scripts▪ Test Metrics▪ User acceptance testing (UAT) acceptance plan and sign-off

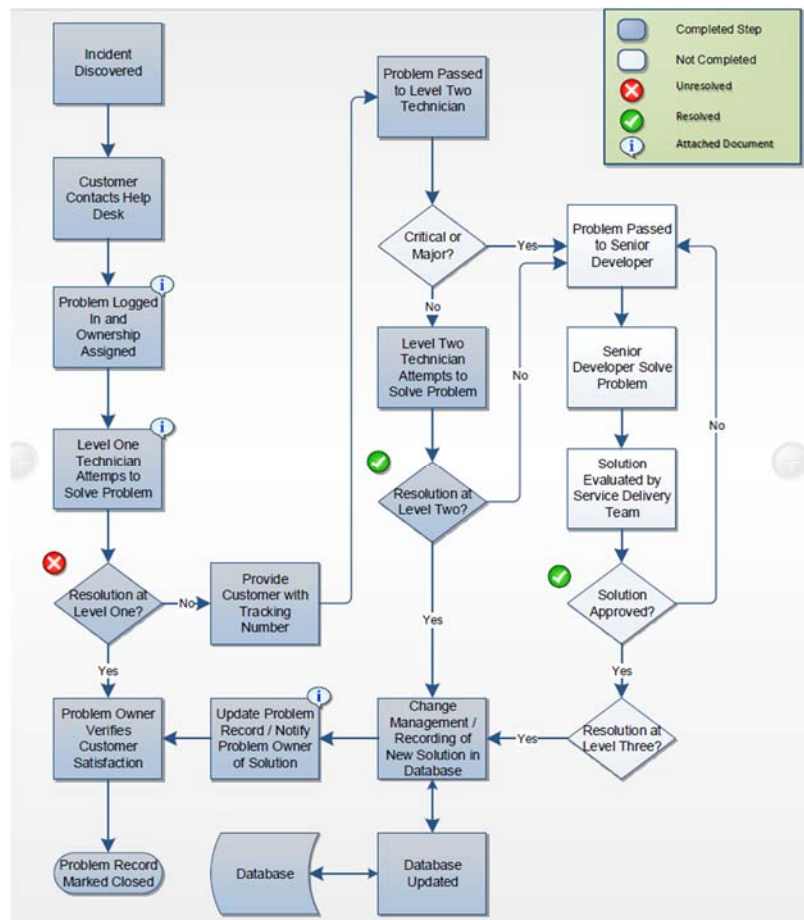
Test step detailed activities

Key activity	Description
Perform Analytics Output Validation/Quality Assurance	<p>The Pondera Special Investigations Unit (SIU) will conduct tests on analytic results for all the following elements in the solution dashboard:</p> <ul style="list-style-type: none">• Reports• Profiles• Geospatial Analytics• Scorecards• Network Analysis tool• Export Function• Executive Information System <p>The quality of the FDaaS analytics is a key differentiator of the Pondera solution and is built into the process from start to finish. Ingesting large data sets from the Participating Entity and third-party sources and pushing substantial volumes of data to users without any “real world” validation can result in a deluge of alerts without any meaningful priority or triage process and false positives that waste precious investigative time and resources. To avoid this, the Pondera SIU will independently review and validate third-party data to ensure that the source data is only cross-matched to relevant and valid outside data sources. Then the output of the flags, geospatial analysis, scorecards, etc. will be reviewed with the Participating Entity prior to production deployment to ensure that the final delivery meets expectations.</p>
Perform Smoke Test	<p>Pondera will perform a Smoke Test on the following elements for the core Participating Entity deployment, as well as each subsequent module deployment, prior to go-live:</p> <ul style="list-style-type: none">• Test login• Test audit logging• Test Overall core system functionality• Test interactions with integrated components• Test logout <p>We will utilize standard test plans/scripts to ensure the system is functioning normally. These standard test plans/scripts are living documents that are added to each time we add or change system functionality.</p>

Key activity	Description
Perform Unit Test	<p>The purpose of unit testing is to verify that the development and system components are functioning as expected and to confirm that no errors exist. Unit testing is performed during the configuration and development efforts.</p> <p>The unit test will be executed leveraging our unit testing scripts and is intended to verify that the specific design or configuration is working as expected prior to further testing.</p>
Perform Impact Analysis Test	<p>Impact analysis testing will validate the system is operational and performs without errors in an end-to-end test cycle.</p> <p>We will perform the following Impact Analysis process:</p> <p>Review from a technical/code/database level for any possible problems that could have been caused in non-related FDaaS components</p> <p>Review from a business/functionality level for any possible problems that could have been caused in non-related FDaaS functions. The functional team performs impact analysis testing to determine whether or not the new feature has impacted any pre-existing functionality.</p>
Perform User Acceptance Testing	<p>The objective of User Acceptance Testing (UAT) phase is to demonstrate the application's ability to meet the Participating Entity's requirements. The end-users perform acceptance testing to accept FDaaS functionality relative to the agreed upon requirements and design specifications. A formal acceptance plan including entry and exit criteria will be created and agreed upon by the Participating Entity and the Pondera team.</p> <p>The UAT acceptance plan leverages scenarios and scripts already executed in the impact analysis test step. This set of scenarios and scripts are identified and selected by the Participating Entity to validate acceptance of the solution. Participating Entity personnel shall execute, with assistance from the Pondera Team, the user acceptance testing scripts as defined in the acceptance plan. The purpose of the acceptance testing phase is to provide validation of functions deemed mandatory for acceptance of the production solution.</p> <p>This testing phase will require signoff by the Participating Entity to provide formal acceptance of the Participating Entity solution prior to go-live.</p>

- **Escalation plan for addressing problems and/or complaints**

Pondera has a straightforward escalation process designed to rapidly address any client issues. As a Software as a Service (SaaS) application, we expect to maintain a queue of system enhancements. In addition, all software contains bugs. While we deliver high quality software, we also recognize the need for stringent issue logging and resolution processes.



The Pondera issue tracking and resolution process is followed regardless of the channel used to log the issue.

Pondera's engagements tend to be very cooperative in that our virtual Special Investigations Unit (SIU) becomes embedded within the Purchasing Entity's program integrity team. This allows us to recognize and correct issues early, drastically reducing the need to escalate issues. However, if there are software or project issues that are not met to the satisfaction of the Purchasing Entity, they will be able to escalate issues through the following process.

- **SIU Representative:** The designated SIU representative is the first contact for project issues. The SIU representative is responsible for monitoring system use, tracking bugs and enhancement requests, validating, formatting, and delivering reports, and leveraging additional Pondera staff.
- **Quality Assurance Managers:** If the SIU representative is not meeting expectations on an issue(s), requests can be escalated to Amanda Huston or Tom Lucero, the functional and technical QA managers. As members of the Pondera executive team, Amanda and Tom have the staff and approval authority to quickly solve the large majority of customer issues.
- **Chief Operating Officer:** In the unlikely event that the Quality Assurance Managers fail to resolve the issues, the next level of escalation is to Greg Loos, Pondera's Chief Operating Officer. Greg manages Pondera's Human Resources and Financial Management team and has the authority to support and approve actions requested by Amanda and Tom. Greg has the ability to bind the company and direct any and all company resources to solve client issues.
- **Chief Executive Officer:** Jon Coss, Pondera's CEO, is the final level of escalation. Jon also serves as an active participant on major project steering committees, including Participating Entity committees if desired. Jon has authority to bind the company and direct company resources to solve issues.
 - Service Level Agreement (SLA)
Our Service Level Agreement is attached at the end of this response.

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

a. Lead representative for each entity that executes a Participating addendum.

Amanda Huston, VP of Service Delivery, will be the Lead Representative for each entity that executes a Participating Addendum.

b. Customer Service Representative must be available from 7 a.m to 6 p.m. Monday through Sunday for the Applicable Time Zones

We will provide dedicated Customer Service Representatives who will be available from 7 a.m. to 6 p.m. Monday through Sunday for all Applicable Time Zones.

- c. ***Customer Service Representative will respond to inquiries within one business day.***

Our Customer Service Representatives will respond to inquiries within one business day.

- d. ***You must provide design services for the applicable categories.***

Any design services would already be included as a part of the custom configuration for each Cloud Software as a Service Data Analytics implementation.

- e. ***You must provide installation Services for the applicable categories.***

There is no installation service as this is a Cloud software implementation.

8.5 Security of Information

8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

An engagement of this nature requires significant considerations to the management of data requiring strict levels of security. In dealing with government and healthcare clients throughout the world, we understand and are committed to the proper handling of sensitive data. The security management plan addresses the adequate security of each major application by taking into consideration the security of all systems in which our application will operate.

Security Planning: system security planning process starts with identifying the project risks related to non-compliance and the risk of data breach.

Security Development: system security development includes security requirements that are outlined in the Cloud Solutions Requirements. There are three types of safeguards:

Administrative: relate to the documented policies and procedures related to day-to-day activities and operations.

Physical: adopted measures for protecting the Department's information systems and confidential information from environmental hazards and unauthorized intrusion.

Technical: adopted security measures for using technology to protect the data gathering, storing, and transmitting between the Participating Entity and the Quest Pondera team.

Pondera has strict administrative, technical, and physical controls in place to protect clients' data. The facility is hosted by Quest Technology Management and is ANSI TIA-942 tier 3 data center or higher for architectural, electrical, and mechanical requirements. Physical access to the infrastructure is controlled by multiple layers of access controls including proximity card access, biometrics, and physical cages. The client's data is stored on an AES 256 bit encrypted data store. Each client's infrastructure is isolated to a unique dedicated private vLAN, dedicated virtual infrastructure and monitored by an IDS system. The infrastructure is built upon a high availability architectural configuration using a VMware hosts and a central redundant Storage Area Network (SAN). FDaaS does not have an interface with the open Internet. Clients access FDaaS through a Lan 2 Lan VPN (L2L-VPN through IPsec) and a web browser over secure HTTP (HTTPS channel). This creates a dual secure channels at both the application and network layers. Client's native data is transported to the FDaaS data stores via secure FTP (sFTP) over the encrypted L2L-VPN which also creates dual secure channels at both the application and network layers. Data backups and/or snapshots and frequency are available based on data owner's requirements. At the conclusion of the contract or based on client's data retention/disposal requirements, Quest/Pondera would ensure data is appropriately destroyed. Data destruction is specific to the storage requirements of the client and can take one of the following forms:

- Disposal of the encryption keys.
- Force overwrite of the area on disk in which data resides.
- Physical destruction of storage media including but not limited to shredding.

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

Pondera closely follows the National Institute for Standards and Technology (NIST) 800-53 security controls for the Federal Information Processing Standard (FIPS) 199 criticality level defined by our clients to protect their Personally Identifiable Information (PII), electronic Protected Health Information (ePHI under HIPAA) and Federal Tax Information (FTI under IRS 1075) data. Other applicable laws relevant to Pondera and FDaaS are:

- The Privacy Act of 1974
- Computer Security Act of 1987
- Paperwork Reduction Act of 1995
- Clinger-Cohen Act, Information Technology Management Reform Act of 1996
- Presidential Decision Directive 63 (PDD63), May 1998
- OMB Circular A-130
- Homeland Security Act of 2002
- Sarbanes-Oxley Act of 2002
- E-Government Act of 2002
- Federal Information Security Management Act (FISMA) of 2002
- Homeland Security Presidential Directive – 7, December 2003
- Homeland Security Presidential Directive – 12, August 2004

8.5.3 *Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.*

Pondera has strict access controls to prevent unauthorized access to clients' data other than under very specific conditions. Access to the client's environment is driven by Role Based Access Control (RBAC). For authorized individuals with access to these environment, access is permitted only as a result of configuration/change management process agreed with clients. The FDaaS environment has a robust access audit trail allowing both Pondera and clients to determine the necessary access review requirements.

8.6 Privacy and Security

8.6.1 *Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.*

At Quest's data center, there is a range of network security capabilities in place such as intrusion detection, the ability to monitor line for traffic and capabilities for Managed Distributed Denial-of-Service attack (DDoS) prevention. Firewalls are in place at all externally facing access points to control access to all network and security platforms. Firewall activity is monitored on a daily basis through the use of

reports generated from various systems. Quest utilizes many tools and techniques to secure infrastructure.

Regulatory Compliance: NIST 800-53/FEDRAMP/ITAR

Quest maintains the following applicable certifications:

- Cisco Advanced Data Center Architecture Specialized Partner
- Cisco Master Service Provider Certification for cloud and managed services.
- Cisco Advanced Content Security Specialization
- Microsoft partnership with on-prem. Azure presence
- Engineers with top security, ISAC
- CISSP, CISSO, CRISC, SAN, CCIE
- Several Quest Data Center team members hold ITIL/ITSM certifications
- SOC Type II report

8.6.2 *Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.*

We currently hold the following designations:

- NISPOM
- DoD 5220.22-MHIPAA Compliant

8.6.3 *Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.*

The Quest data center provides a Security Management function that protects information assets against risks and ensures their confidentiality, integrity and availability. Security is handled in a hosted environment in a very similar manner to how it is supported in a Client hosted model. Identity and access management will continue to be undertaken by Client staff and the system will need to conform to Client security standards and integrate into Client security and identity and access management infrastructure.

Quest provides periodic and on-demand system upgrades and patches. Servers are monitored regularly for updates, utilizing the same tools that are used to monitor client patch requirements. Servers are updated with patches as identified. Quest

also subscribes to many vendor notification services to maintain awareness of these issues.

Quest provides a regular assessment of vulnerabilities for the information systems in the environment. Security engineers perform monthly vulnerability tests. An outside security firm executes annual internal vulnerability assessments. An executive summary with test and assessment results is available by request to validate the execution of these processes.

Quest provides regular penetration testing and reports. An outside security firm executes annual external penetration tests. An executive summary with test and assessment results is available by request to validate the execution of these processes.

Quest provides regular application and system security testing.

Quest will provide standard monthly, quarterly and annual security reports that describe security related activities undertaken.

Quest-Pondera follows a documented access control policy that covers network access as well as physical facility access and perimeter security.

Network Access Control: Every router, switch, or firewall capable of being configured to utilize ACS (Access Control System) must be configured to do so and adhere to the following guidelines:

- Routers must use TACACS+ for all user authentications. In the event of a TACACS+ failure, local accounts are used.
- ACS log data will be archived for one year.
- Weekly review of log data and validate any changes followed defined change management policy.
- The enable password on the device must be kept in a secure encrypted form.
- Disallow web services running on devices where not required for device management.
- Use corporate standardized SNMP community strings.
- Access rules are to be added as business needs arise.
- Device must be included in the corporate enterprise management system with a designated point of contact.

Physical Access:

Access to Quest's Service Delivery Center is strictly monitored and requires badged entry. Access to the Service Delivery Center is based on need and at the sole discretion of Quest. Requests for access must be approved by an authorized representative of each entity who is registered with Quest Operations as an authorized entity approver.

- Visitors are not allowed in the data center without approval.
- Visitor access to the data center is at the discretion of Quest.
- Approved Visitors must obtain a Visitor's badge before entry into the Quest facility while in the presence of the Visitor's approved Sponsor.
- Approved Visitors must be escorted by an approved Sponsor at all times.
- Sponsors are responsible for ensuring approved Visitors follow all Quest data center rules and guidelines.
- Upon completion of the visit, the Visitor is responsible for returning the Visitor badge to Quest Operations. Personal ID cards surrendered during the visit will only be returned to the respective Visitor.

Quest will introduce a multi-tiered SOC managed services capability to meet the requirements of the purchasing entities' compliance business:

Log Retention	We can use a SIEM that will collect, archive, search and report raw data from company devices, network infrastructure, servers and mobile devices.
Log Monitoring	24x7 real-time analysis of logs and alerts
Firewall and VPN Management	Full lifecycle management monitored 24x7
Web Security Service	URL filtering, Web Content Filtering and policy enforcement
Risk mitigation and consulting	Provide thought leadership to help purchasing entities understand and implement compliance requirements and perform and mitigate risk analysis outcomes
Managed IDS/IPS	Full lifecycle management monitored 24x7
Advanced Persistent Threat Services	Data correlation from all Quest SOC environments to produce actionable data on Advanced Persistent Threats
Vulnerability Management	Both internal and external vulnerability scanning management
Penetration Testing	Proactive testing evaluating the security of existing systems

Web Application and Security services	Web scanning to identify and mitigate security risks
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Quest's Federal SOC services will also work with purchasing entities to introduce additional controls as needed upon completion of a Risk Analysis:

Quest will work with client's business units to understand company gaps, risk and priority to quickly mitigate existing threats. Quest Federal SOC has canned templates, security configuration and capability allowing clients to customize as needed.
Access Control: Account management, enforcement, wireless security, mobile device management, etc.
Awareness & Training: User training, etc.
Auditing: Event audit, content and records analysis and reporting, time stamping, etc.
Configuration Management: Baseline configuration and setting, least functionality, information system component inventory, etc.
Contingency Planning: Information system backup, etc.
Identification & Authentication: Identifier and authenticator management, password management, etc.
Incident Response: Incident response training, handling, monitoring and reporting, etc.
Maintenance: Non-local maintenance, crypto, personnel, etc.
Media Protection: Media storage, sanitization, etc.
Physical & Environment Protection: Physical access authorizations, access control, control for output devices
Risk Assessment: Vulnerability scanning
System & Communications Protection: Application partitioning, information in shared resources, boundary protection, transmission confidentiality and integrity, crypto, etc.
Systems & Information Integrity: Flaw remediation, malicious code protection, system monitoring
Program Management: Security authorization process

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile, etc).

Quest provides monitors for account provisioning, security systems configuration change and user login and user profile change activities. Quest's processes are documented in the IT Access Policy which covers password policies, System Administration Standards, Employee Access, User Access, User Responsibilities, User Authentication for External Connections, OS/AD access control, Management Application and Information Access, Policy Compliance and Governance. Quest has tools installed to remotely wipe data from mobile devices. Quest employees use securely-accessed, virtual desktops that are centrally managed and monitored.

Quest's data protection services include:

- Encryption
- Automatic elimination of data on stolen or lost equipment
- Remote data destruction
- On Demand Vulnerability
- Assessment reporting
- Data Security Assessments
- Online Backup or Replication

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (eg., FedRamp), and certifications relating to data security, integrity, and other controls.

Quest is currently SSAE 16 SOC2 Type 1 certified with SOC 2 Type 2 expected to be completed in March 2016. Additionally, Quest maintains certifications with industry-leading manufacturers, such as Cisco Systems, including the following examples:

- Cisco Advanced Data Center Architecture Specialization
- Cisco Advanced Security Architecture Specialization
- Cisco Powered Managed Security
- Cisco Powered Infrastructure as a Service
- Cisco Powered Disaster Recovery as a Service

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

Pondera Solutions, Inc. employs logging functions from a web, application, and database level. These functions include but are not limited to, user IDs or other identification mechanism, dates, times, and details of events key to the operation of the IT Resource, Records of successful and rejected system access attempts, Records of successful and rejected access to data and other IT Resources, Changes to IT Resource system configuration, Use of privileged access or operations (to include the use of privileged accounts), Use of system utilities and applications, Files accessed and the kinds of access, source and target network addresses and protocol details, system log exceptions, network management alarms, alarms raised by access control systems), Activation and deactivation of protection systems such as anti-virus, intrusion detection, and file integrity systems.

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

Pondera Solutions, Inc. employs a role based access control (RBAC) policy which bases access control decisions on the functions a user is allowed to perform within a particular role or group. Thus the RBAC policy allows for the restriction of data, functions and /or documents to specific users or groups. It should be noted that users cannot pass access permissions on to other users at their discretion.

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

A security incident can originate from various sources; the client, Pondera, or Quest Technology Management. Pondera designates a project/client advocate manager that acts as a Point of Contact (POC) for each engagement. Any security (or suspected security) incidents discovered by our clients are immediately reported to the POC which internally escalates it the Pondera Information Security Officer (ISO). When Pondera or Quest Technology Management detect actual or suspected security incidents, they are immediately reported to Pondera's ISO. The Pondera ISO investigates and validates whether the reported incident is a security

incident. If the scope of the incident includes Quest Technology Management, Pondera has established a strict urgency based Service Level Agreement (SLA) with Quest Technology Management. For severity 1 issue like a security breach, work begins within minutes from the time the incident is identified and/or reported and response could, but not limited to, taking the FDaaS servers offline to ensure data is no longer accessible through the network. The Pondera ISO and the clients designated authorized incident response individuals work closely and establish an action plan which would follow the incident to its resolution. Post security incident, Pondera employs a lessons learned process that is aimed to address any vulnerabilities discovered during the incident resolution process.

8.6.9 *Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.*

Quest structured its Federal Security Operations Center (SOC) as a multi-layered capability providing thought leadership for industry regulations, e.g. NIST, DFARs, and NASA FARs. In addition to Federal capability, Quest also provides SOC services for Financial and Healthcare customers. By partnering with Quest, purchasing entities will benefit from this because as your trusted partner, we look across multiple industries to better understand Advanced Persistent Threats.

Quest's Federal SOC would work with purchasing entities to introduce a highly integrated solution that consolidates inbound and outbound internet traffic to key redundant locations that are GEO load balanced by leveraging Quest Cloud services

8.6.10 *Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).*

Quest-Pondera employs a wide range of network, server, and application security capabilities that detect, alert, and block security threats. These can include intrusion detection, the ability to monitor line for traffic and capabilities for Managed Distributed Denial-of-Service attack (DDoS) prevention, SQL injection attacks, malware/virus zero day infections, and correlation of events. Quest utilizes many tools and techniques to secure infrastructure. Security services are dependent on the level of engagement outlined in the client's SLA.

8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

Offers of employment are extended by managers of the department and are contingent upon successfully passing a criminal history background check, drug-screening for selected positions, verification of previous employment history, and educational credentials.

Personnel receive training on Quest's security program through Inspired Learning's Security Awareness Training. New hires, employees and subcontractors must complete mandatory annual training.

Quest uses various computer logging/monitoring tools for employees. Employee remote access is conducted through a secure VPN access.

8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

Quest structured its Federal Security Operations Center (SOC) as a multi-layered capability providing thought leadership for industry regulations, e.g. NIST, DFARs, and NASA FARs. In addition to Federal capability, Quest also provides SOC services for Financial and Healthcare customers. By partnering with Quest, purchasing entities will benefit from this because as your trusted partner, we look across multiple industries to better understand Advanced Persistent Threats.

Quest's Federal SOC would work with purchasing entities to introduce a highly integrated solution that consolidates inbound and outbound internet traffic to key redundant locations that are GEO load balanced by leveraging Quest Cloud services.

8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

Quest has a defined incident management process regarding notification to both the State and Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

Incident and Problem Management

All incidents and alerts are logged, tracked and maintained through a ticketing system. Incidents are entered manually into the system and given a ticket number after a customer calls, emails, or faxes in their problem. The ticketed incident is classified, assigned a severity level and given to the appropriate engineering personnel for resolution. If the incident is unable to be resolved, it is escalated to QMS management for resolution. Recurring incidents and incidents where a workaround was applied are investigated further through the Problem Management analysis team. Detailed components of the work flow process are described in Quest's "Incident Response", "Client Call Process" and "Problem Management" manuals which are part of Quest's on-line documentation available for review at any time by personnel. Quest's internal incident response process consists of the following phases. Once the appropriate preparative steps have been taken, the Incident Response Process consists of a six-phase cycle.

- Preparative
- Prevention
- Identification
- Containment
- Eradicate
- Recovery
- Follow-up

Client Managed Services Incident Response Process:

Internal support of the Incident Response Process at Quest supports the full Incident Response lifecycle. While Quest can support the full Incident Response life cycle for its clients, Quest is rarely engaged to do so. Generally, clients prefer to have Quest provide the monitoring, alerting, and reporting functions, which exist in the prevention, identification, and follow-up tasks of Incident Response. The client is then responsible for containment, eradication, and recovery. Generally the preparation step consists of billable time, which is built into the Managed Services turn-up process.

- Preparation
- Prevention
- Identification
- Follow-up

Preparation

As stated earlier, the most critical facet of incident response is in building the policies and processes that support the management of the security infrastructure. Clients are encouraged to develop documented processes and procedures for security management if they aren't already in place. Quest Professional Services may be engaged to develop such processes and procedures if necessary. Additionally, the client should have a designated Incident Response Team in place that can react to incidents identified and reported by Quest. Preparation accordingly limits the potential for damage by ensuring response actions are known in advance and well coordinated. Quest-Pondera maintains the following objectives for the purchasing entities.

- **Communicate 'Use' policies for systems, applications, and networks**
'Usage' policies dictate how, when, and by whom client networks, systems, and applications may be used. To effectively monitor a client's environment, Quest must have knowledge of these 'Usage' policies.
- **Post warnings**
Clients are strongly encouraged to post a banner stating their authority to monitor network and system activities and defend against attacks. Banners are to be placed on all network and system resources that reflect the policies stated for appropriate use of client resources. It may be necessary for the client's legal counsel to provide wording that is suitable.
- **Identify Incident Handling team and primary contact**
The client should have a named response team. A team leader should be assigned as the primary contact point for Quest Managed Services to contact in event of an incident. After hand-off the team is then responsible for the expeditious response to identified security incidents.
- **Identify Client Management Contacts**
Quest should understand the organization structure and appropriate management contacts. Additionally, Quest Managed Services should possess an escalation procedure, which identifies who should be called and when, as security incidents are identified.
- **Develop standard and emergency communications plan**
Under ordinary circumstances communication between security response team members and management may be accomplished via the standard

communications methods (e.g. inter-office telephone, email, etc.). However, more extreme circumstances such as a breach that has compromised the IP-based telephone system or email service will require alternate methods of communication. A current listing of cell phone or alternate contact numbers are required from each client. Due to the inherent risks introduced by cell-phone communication, no Quest employee will request passwords from a client via cell phone communication.

- **Provide reporting facilities**

What data is collected and for how long will be addressed during the preparation for managing a client's infrastructure. Reports will be provided to each client based on the agreed parameters of the Managed Services agreement.

- **Develop interfaces to law enforcement agencies and all Client Incident Response Teams**

Serious incidents may require the involvement of law enforcement agencies. This will become more of a requirement as laws are passed which require the reporting of certain types of intrusions or breaches. Clients are responsible for notifying the appropriate authorities as they deem necessary.

Prevention

- **Harden systems, networks applications, and facilities**

Managing security for the networked resources is an ongoing process of updating and upgrading systems, networks, and applications to defend against intentional and unintentional threats to these resources. These changes are identified in several ways, for example:

- Vendors regularly release fixes for security vulnerabilities. These fixes are to be applied by the security management team
- Security management institutions also publish identified vulnerabilities from which other security management professionals benefit

Further system fortification is usually part of an incident resolution to avoid similar situations in the future. Having determined how an incident occurred, the team is then responsible for assuring the incident is not encountered again.

Managed Services staff is responsible for updating resident Quest applications and systems, as updates are available. Unless otherwise stated in the Managed Services agreement, Quest is not responsible for notifying clients when new threats are identified or security updates are available. As a courtesy, Quest will occasionally notify clients of potential threats and security updates available, but Quest is in no way responsible for performing such notifications on a regular basis.

- **Modify policy, processes, and/or procedures**

In some cases the vulnerability may be policy, process, and/or procedure related. Some examples may be; insufficient password policy, inappropriate sharing of userids and/or passwords, system consoles left unattended, administrator accounts using default passwords, etc.

Clients are solely responsible for and policy, process, or procedure modifications for their infrastructure. Where applicable, Quest should be made aware of changes that will affect how the environment is managed.

- **Upgrade security applications**

Security tools are only effective when they are kept current. This is an ongoing effort that requires Quest be vigilant in acquiring and implementing patches and upgrades that enhance security.

Identification

Incident Identification may be accomplished in a number of ways, such as:

- Alert(s) received from Management Application(s)
- Managed Services log scans
- User(s) encounter and report system anomalies
- Vendor Security Advisory

It should be noted that Identification involves not only in determining whether or not an incident has occurred, but also in keeping up-to-date on emerging security threats.

- **Assign personnel to monitor security applications**

A Quest Managed Services employee will be assigned as the primary monitor of the security management tools during business hours. The support personnel are responsible for the following:

- Daily health checks of the managed security devices and applications
- Monitor security console for incoming security alerts
- Review received alerts

- **Classify the incident**

The Managed Services staff will classify the incident based on known facts. Classification of the event is necessary to determine next steps and the swiftness of the staff's response. This information will also help formulate the severity level, which will help the client's security team prioritize their efforts.

- Vulnerability – System, network, or application security deficiency determined by support staff or via vendor notification.
- System Intrusion – Unauthorized access to an information system from and internal or external source.
- Malicious Code – Virus, Worm, or Trojan Horse
- Denial of Service – Actions which prevent any part of an information system from functioning in accordance with its intended purpose, to include any action which causes the unauthorized destruction, modification, or delay of service.
- Probe – Consists of any attempt to gather information about an information system or its users online.
- Physical – Personnel, facilities, materials, equipment, and information.
- False Alarm – Initially, incidents will be classified in one of the above categories. After investigation, the incident response team may be reclassified to this category.
- Hoax – As with False Alarms, after a thorough investigation, the incident response team may reclassify an incident under this category.

- **Assign a severity to the incident, based on known facts**

The Quest Managed Services staff will assign a severity level to the incident in the security incident report. The severity level may be adjusted up or down as additional information is discovered and the event ramifications are known more thoroughly.

- **Level 1** – Custom level designated for further event correlation.
- **Level 2** – Low threat level, such as, unsubstantiated rumors or security threats.
- **Level 3** – Threat of future attacks, vendor (or another reliable source) that describes discovered vulnerabilities, or detection of reconnaissance.
- **Level 4** – This includes incursion on non-critical system(s), detection of a precursor to a focused attack, or substantiated threats of imminent attack.
- **Level 5** – Incident has impacted critical systems, networks, and/or applications. Or, the incident could have long-term implications for executing normal business processes.
- **Maintain a provable chain of custody**

Quest will maintain records of the received alerts for the time period specified in the Managed Services agreement. Ad-hoc reports may be generated at the client's request to support any documentation efforts they may have for an incident.

- **Contact client's security representative**

Based on the parameters set forth in the Managed Services agreement with the client, Quest will notify the client when alerts are received. The level of alert, which will require a notification to a client, will vary.

- **Notify client management if appropriate**

Whenever an alert of the severity specified in the client communication plan occurs, a Quest staff member will notify client management of the incident.

Follow-up

After an incident has been fully resolved and all systems are restored to a normal mode of operation, a follow-up (postmortem) analysis should be performed. If opportunities are available for enhancing the security of the environment, the client may work with Quest to take the appropriate actions. If required, Quest will provide the client and/or law enforcement with the appropriate alert streams or log data necessary.

Quest-Pondera team goals for customer support include the following:

Provide high-quality operations support. Quest has local first-line infrastructure support personnel available to investigate and resolve application, server, network, and security infrastructure issues as they occur. In many cases, the NOC will be able to immediately restore service through a redundant or alternate component, and the local support team will resolve the issue promptly. We maintain relationships with the infrastructure hardware, software, and network services vendors to allow for urgent callout service to resolve more complex issues.

Take a business impact perspective. We will focus on a business-oriented design approach that will make it easier for stakeholders to understand and be involved in the process. Rather than following boilerplate procedures, we approach maintenance, operations, and infrastructure support as a partnership.

Leverage ITIL leading practices. We will leverage ITIL standards for design change management, configuration management, asset management, service desk, and business continuity processes. We will focus on reusing existing toolsets as much as possible, which will help manage costs and maintain a smooth operating environment.

8.7 Migration and Redeployment Plan

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

Pondera will maintain the FDaaS services until no longer contractually obligated. All of the Purchasing Entities' data will be destroyed in accordance with NIST 800-88 Guidelines for Media Sanitization within 30 days of contract end. All security measures will be maintained by Pondera to secure the data until the data is completely destroyed, even after no longer contractually obligated to maintain the service/contract end.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

When Pondera is no longer contractually obligated to provide service, there will be no data returned to the Purchasing Entity data (per 8.7.1 above) along with any 3rd Party cross-match data and all analytics will be purged.

8.8 Service or Data Recovery

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

- a. Extended downtime.*
- b. Suffers an unrecoverable loss of data.*
- c. Offeror experiences a system failure.*
- d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.*
- e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).*

The Quest-Pondera team's response to (a) extended downtime, (b) unrecoverable loss of data or (c) a system failure are dependent on the level of engagement outlined in the client's SLA. It depends on the customer's policies for data backup and restoration. Services outside of the SLA are billed as Time and Materials. (d) The customer would need to select a restore time of 4 hours as a part of Quest's Disaster Recovery as a Service (DRaaS). Quest-Pondera can accommodate a recover a restore time of 4 business hours if that is what is defined in the customer SLA at the appropriate support level and rate for that service offering.

The RPO and RTO are provided by the customer and the appropriate service levels are delineated in the SLA. Quest can consult with the purchasing entity to create a service plan to meet client expectations.

8.8.2 Describe your methodologies for the following backup and restore services:

- a. Method of data backups*
- b. Method of server image backups*
- c. Digital location of backup storage (secondary storage, tape, etc.)*
- d. Alternate data center strategies for primary data centers within the continental United States*

Quest-Pondera provides a sophisticated network data backup, storage and recovery system in order to backup Quest's critical systems as well as providing the client's backup, storage and recovery needs.

Methods of data backups and server image backups:

Utilizing the latest storage technology of disk to disk and virtualization from two of the leading storage and recovery companies in the industry, Quest backup procedures encompass several varieties of full and incremental backups to secure Quest's and client's data on a continual basis.

Digital location of backup storage:

This technology allows Quest the opportunity to maintain a higher level of service in terms of multiple data depositories, off site vault storage, increase speed of data retrieval and the flexibility to be interchangeable depending on the client's needs. In conjunction, and where specified in the client's SLA, Quest provides additional off-site backup facilities to provide a secondary copy of the appropriate backups, further diminishing the risk of data loss.

8.9 Data Protection

8.9.1 *Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.*

All data transmitted to Pondera's secure Data Center at Quest is transferred using Secure File Transport Protocol over a Site to Site VPN. All data received by the Purchasing Entities from the Quest Pondera team is transferred using Secure File Transport Protocol and/or https (SSL) over a Site to Site VPN. FDaaS itself is only accessible via the Site to Site VPN and is not accessible in any way over the internet.

All data at rest is stored on a solid state fully-encrypted SAN.

8.9.2 *Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.*

Quest-Pondera can review and discuss relevant and applicable Business Associate Agreements or other agreements required by a Purchasing Entity.

8.9.3 *Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or*

its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Pondera's sole use of the source/government data is to provide the services defined in the Master Agreement, participating addendums, and related services described in the SLA (Service Level Agreement) and DUA (Data Use Agreement). Any and all source/government data obtained will not be resold or distributed in any way.

8.10 Service Level Agreements

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

Quest-Pondera's Service Level Agreement is customized to reflect the services and components requested by each client. Quest-Pondera and the Purchasing Entity will work together to document service requirements. The SLA contains Terms and Conditions that can be reviewed and discussed as it relates to specific Purchasing Entity requirements.

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

A sample of the Service Level Agreement is provided as part of this response.

8.11 Data Disposal

Specify your data disposal procedures and policies and destruction confirmation process.

Physical destruction will be the primary method to dispose of digital media and data storage devices contained in equipment that will be transferred externally.

Digital media may be incinerated, shredded, crushed, or pulverized and sent for recycling. Quest will remove digital storage devices from computing and mobile device equipment before it leaves the Quest warehouse for disposal. Quest will lock digital storage devices in a secure area until they are retrieved by a contracted vendor for destruction.

8.12 Performance Measures and Reporting

8.12.1 *Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.*

The following table shows the Quest-Pondera Server/Platform Uptimes (excluding planned maintenance windows):

Server Type	Server Uptime %
UNIX/LINUX	99.99999%
Windows	99.9999%
Mainframe	99.99999%

If purchasing entity has some specific critical application needs, Quest-Pondera will work with purchasing entity to identify and establish the appropriate Service Levels.

8.12.2 *Provide your standard uptime service and related Service Level Agreement (SLA) criteria.*

Per the Quest Service Level Agreement Appendix A – Data Center Facility Standards and Warranty, the following criteria apply for standard uptime service:

Force Majeure Event: any act of God, fire, casualty, flood, war, terrorism, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, public health emergency, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of a party.

Service Interruption: a complete loss of signal that renders the services unusable.

Planned Service Interruption: any service interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades.

During the term of this SLA, Quest warrants that (i) the services will be available 99.9% of the time per calendar month and (ii) if the services are not available, with the exception of services impacted by Internet performance or availability, Quest's liability for any service interruption (individually or collectively, "liability"), shall be limited to the amounts set forth in Table 1 below. For the purposes of calculating credit for any such liability, the liability period begins when Client reports an interruption in any portion of the service to Quest, provided that the liability shall be deemed resolved upon the closing of the same trouble ticket or the termination

of the interruption, if sooner, less any time Quest is awaiting additional information or premises testing from Client. In no event shall the total amount of credit issued to Client's account on a per-month basis exceed 50% of the total monthly charges. Service interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Client must request the credit from Quest within 30 days of the interruption. Client will not be entitled to any additional credits for service interruptions. Quest shall not be liable for any liability caused by force majeure events, planned service interruption, or as a result of Client's acts, omissions, or equipment. Service credits will not entitle Client to any refund or other payment from Quest. Service credits may not be transferred or applied to any other account.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS SLA WILL BE BINDING ON THE CONSULTANT AS A WARRANTY. THIS APPENDIX A STATES THE ENTIRE LIABILITY OF QUEST AND THE EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO QUEST'S BREACH OF ANY WARRANTY HEREUNDER.

8.12.3 *Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.*

If engaged by the customer to do so, Quest can offer Help Desk as a Service as part of the client's SLA. Quest Managed Services clients have 7x24x365 to Quest's Network Operations Center (NOC). Clients may send a support request in a secure manner to performance@questsys.com or by telephone to 800-443-5605. Quest NOC engineers will categorize the ticket according to urgency level. Quest engineers have ITIL and ITSM training.

Ticket Urgency Levels. Support, alert, or Client requests will be assigned a ticket and issued an urgency level based on priorities which are determined by request type and level of impact.

Low. Informational request; no issues are present or no services are impacted. For example, "What is your data center address?"

Med-Low. An issue or event may be impacting a single user who is able to work, or a workaround was provided. For example, “I’m unable to access questsys.com using internet explorer, but I can access it using Firefox.”

Medium. A monitored device is deemed non-responsive by the monitoring tool. For example, “A monitored device is reporting a “packet loss” or is inaccessible and non-responsive to triage/troubleshooting commands.”

Medium-High. An issue impacting the entire site, department, or multiple users for which no work around is available. For example, “The Sacramento office is unable to connect to the internet.”

High. An issue impacting the entire company or multiple sites for which no work around is available. For example, “No one in our company is able to get to email or make a phone call.”

Quest’s Service Level Agreement Incidents, Response Time

- **Incidents and Emergencies.** If any incidents or emergencies occur, Quest will utilize the incident management process as defined in the 60-day profile. Quest will respond to and resolve all incidents within the timeframes and according to the methods set forth in the 60-day profile. To report an incident or emergency, Client shall send an incident notification in a secure manner to performance@questsys.com or by telephone to 800-443-5605.
- **Problem Response Time:**

The problem response time is the time period starting after (i) Quest’s confirmation of the service event and (ii) receipt of the information required from the Client for Quest’s support team to begin resolution and open a trouble ticket in Quest’s systems. Due to the wide diversity of problems that can occur and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and resolution of the problem. After receiving a report of fault, Quest shall use a reasonable method to provide the Client with a progress update(s).

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

The following table represents SLA remedies for Data Center Facility Standards and Warranty.

SLA Appendix A Table 1

Length of Service Interruption	Amount of Credit
< 40 minutes	None
40 minutes – 4 hours	5% of total Monthly Charges
4 hours – 8 hours	10% of total Monthly Charges
8 hours – 12 hours	20% of total Monthly Charges
12 hours – 16 hours	30% of total Monthly Charges
16 hours – 24 hours	40% of total Monthly Charges
24 hours or greater	50% of total Monthly Charges
THE TOTAL CREDIT ALLOWANCES PER MONTH ARE CAPPED AT 50% OF THAT MONTH'S MONTHLY CHARGES FOR THE INTERRUPTED SERVICE. SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.	

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

Quest-Pondera utilizes the following process for maintenance as per the Quest Service Level Agreement.

Maintenance. A maintenance window is a defined period of time during which planned outages and changes to production services and systems may occur. The purpose of defining standard maintenance windows is to allow Client to prepare for possible disruption or changes. The following process will be utilized for the updating of services.

- **Updates/Patches.** Updates will be implemented during the scheduled maintenance windows defined in the "60-day profile" described in [Appendix B](#) attached hereto. Prior to implementing any updates, Quest will send an email to Client notifying Client of the update, when it will be implemented, and its impact.
- **Changes.** If configuration changes to the components are required or requested, Quest will utilize the change management process as defined in the 60-day profile. Any changes requested by Client will be completed

within the request resolution timeframe set in the 60-day profile and implemented during the scheduled maintenance window as defined in the 60-day profile. To request a change, Client shall send a change request in a secure manner to performance@questsys.com.

8.12.6 *Describe the consequences/SLA remedies if disaster recovery metrics are not met.*

For Disaster Recovery services, Quest-Pondera offers DR as a Service as an additional service that can be added to the client's SLA. The SLA remedies and metrics would be delineated as part of the service engagement. As a software only solution, Quest's DRaaS does not require any changes to current environments or downtime to implement. With Quest Managed Services your business platforms, applications, and functions are monitored and managed. In the event of a declared disaster, Quest services are available around the clock.

8.12.7 *Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.*

Quest-Pondera Managed Services clients receive the reports defined in the Service Level Agreement. Standard reports are batch statistics generated and published on a monthly basis. Quest-Pondera also offers Managed Services Clients access to a portal for real-time statistics and monitoring tools.

Please refer to the file Dashboard-Monthly Sample.

8.12.8 *Ability to print historical, statistical, and usage reports locally.*

Quest-Pondera Managed Services clients will receive monthly reports as mutually defined in the Service Level Agreement. Electronic copies of reports are delivered by email from Quest to Managed Services clients. Custom or ad-hoc reporting can be further defined in the SLA or provided on a Time and Materials basis.

Quest has established information system processing procedures for the control environment in which Quest's monitoring efforts are conducted. Our approach enables rapid response to a performance event when it occurs, and allows for proactive measures to be taken if thresholds that can affect performance, such as capacity utilization, are about to be reached.

Monitoring Performed:

Utilizing industry standard tools, the Quest NOC monitors network devices, servers, VoIP, applications and custom devices for a wide range of metrics. These include uptime, packet loss, saturation, bandwidth, storage, services, protocols, disk space and many more.

Measuring System Performance, Usage, Availability:

Quest generates standard reports and well as customized reports to illustrate adherence to contracted SLAs and KPI metrics. Attached is a sample file named "Dashboard – Monthly.xls".

Possible Methods of Delivery:

Delivery methods are adjustable to client's needs. Reports are presented by email, dashboards, as well as selective real-time reporting.

8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

Quest-Pondera Managed Services clients have access to Quest's Network Operations Center 7x24x365.

Escalation Process:

Quest has documented its customer support procedures to outline the process of working directly with customers on requests, work orders and trouble tickets. The procedures include, but are not limited to, the following:

- Incoming calls answered 24x7 by NOC technical staff.
- Each call is logged by the technical staff and the client's automated case file is reviewed for an existing case related to the current problem.
- The case file is updated to reflect the pertinent details of the call and the resolution process started.

If case cannot be resolved, the case is assigned to the Specialist Support Group for resolution.

Quest receives customer support information via email and telephone. Quest uses a trouble-ticketing application to manage all client and internal trouble tickets and change management issues. The application provides:

- Support ticket management
- Standard problems and resolutions
- Speed Search
- Reporting
- Knowledge management
- Escalation management
- Web self-service option

Peak Period Response:

Quest can work with the client to determine peak periods and proactively work with the client to ensure that additional staffing or services are in place to address increased workloads. The details of peak-period response requirements shall be documented in the SLA.

Client Call Processing:

Quest uses a defined workflow for responding to client calls to the Managed Services Operation Center. The guardianship process describes how incidents are tracked by Quest Managed Services through the entire incident lifecycle. A sample flow-chart titled Quest Managed Services Client Call Process.pdf is submitted with this response.

8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

Quest-Pondera Managed Services clients may scale-up or down as necessary. The change request procedure is defined in the Service Level Agreement. If configuration changes to the components are required or requested, Quest will utilize the change management process as defined in the 60-day profile. Any changes requested by Client will be completed within the request resolution timeframe set in the 60-day profile and implemented during the scheduled maintenance window as defined in the 60-day profile. To request a change, Client shall send a change request in a secure manner to performance@questsys.com. The change request is managed by Quest's NOC engineers who are available 7x24x365.

The request for additional and/or new services ("new/additional services") can be made via email and/or phone call to the Quest primary points of contact. Any new/additional services added to this SLA will be documented via a separate addendum to this SLA. Services provided within subsequent addendum(s) will

adhere to the terms and conditions of this SLA, unless otherwise specified within the addendum. Quest will obtain written Client approval and/or a purchase order for any new/additional services. Upon Client approval, all references to services shall include all approved new/additional services. Quest is authorized to make adjustments to the fees and surcharges charged for the services in order to cover the costs of any new/additional services. Cost and fee adjustments will be documented via email and/or a separate addendum and sent to Client prior to fee adjustment. Client agrees to pay the fees and surcharges for the services, as adjusted.

8.13 Cloud Security Alliance Questionnaire

Describe your level of disclosure with CSA Star Registry for each Solution offered.

- a. *Completion of a CSA STAR Self-Assessment, as described in Section 5.5.3*
- b. *Completion of Exhibits 1 and 2 to Attachment B.*
- c. *Completion of a CSA STAR Attestation, Certification, or Assessment.*
- d. *Completion of CSA STAR Continuous Monitoring.*

Quest has submitted the Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B as part of this response. File: Exhibit 1 to Attachment B CAIQ Level 1 CSA STAR Registry.

8.14 Service Provisioning

8.14.1 *Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.*

In the event that a client requests an implementation in fewer than 90 days from receipt of data, we do our best to accommodate their requirements. In the past we have implemented a limited set of flags in a shortened timeframe, choosing a small number of flags that provide the greatest impact to the program and investigative team. Because we are offering a Software as a Service solution, we can add new flags to a deployment at any time. In this situation, we would recommend beginning with the top 5 flags and adding the remaining flags over the next 3 months. This helps maintain the quality of the implementation.

8.14.2 *Describe in detail the standard lead-time for provisioning your Solutions.*

The standard lead time for provisioning our Cloud Solutions Software as a Service is 90 days from the receipt of data. We anticipate that the Security plan and data preparation will take approximately 30 days, and 90 days later we anticipate

“turning on” the solution. This provides adequate time for data to be reviewed, flags and alerts to be tested, and investigative teams to schedule training.

8.15 Back up and Disaster Plan

8.15.1 *Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.*

The retention policies between Quest-Pondera and the purchasing entity will be documented in the Service Level Agreement to conform to required legal retention periods.

8.15.2 *Describe any known inherent disaster recovery risks and provide potential mitigation strategies.*

Quest’s Roseville High Availability Business Center (one of over two dozen Global Service Delivery Centers) is strategically located at one of the most seismically stable and secure locations in California. It is uniquely situated in an area located well above the flood plain, clear of any mudslides or forest fires and far enough inland from extreme weather. Quest’s Managed Services use a follow-the-sun model where client services are provided from multiple sites within the United States including California and Florida. Should the primary data center become unavailable, Network Operations failover to West Palm Beach FL or to Quest’s Service Delivery Centers.

8.15.3 *Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.*

Quest has a network of over two dozen Service Delivery Centers across the nation to support redundancy, failover and the ability to run large scale applications independently in case one data center is lost.

Continuity Planning and Recovery

Quest places a high value on providing continuity of service to its clients. The plans are designed to address issues that could arise assuming a worst-case scenario were to take place. Use of this strategy alleviates the need to plan for a myriad of situations, and degrees of severity, which can never be fully defined is considered a best practice planning approach. This philosophy yields a capability whereby each situation can be readily assessed and actions tailored as required to address

the issues at hand. Quest's disaster recovery plans stand ready to be activated should an event affect the Service Delivery Center and cause a disruption.

Quest's disaster recovery philosophies emphasize disaster prevention, mitigation, and recovery. The work environments are regularly reviewed to identify potential sources of risk. Management continually strives to reduce potential single points of failure as part of this process through an analysis of the operations monitoring procedures. Technology personnel also evaluate changes made to the environment or whenever new services are introduced. Continuity plans and solutions are implemented wherever necessary, and improved on when possible, to reduce the likelihood of significant interruptions in service capabilities.

Disaster Recovery Plan

Quest Managed Services has developed a Disaster Recovery Test Plan for its Service Delivery Center. The plan addresses the following: Goals and Objectives, Roles and Responsibilities, Disaster Recovery Test Scope, Resource Coordination, Recovery Site Setup, Hardware Configuration, Application Recovery, and Application Functionality Testing. The test plan is designed to ensure the appropriateness of the disaster recovery and business continuity processes and procedures through validation and verification (testing) and to ensure that the program/project team is aware of these processes and is prepared to implement them when needed. Frequent and comprehensive testing is performed to ensure that Quest is fully prepared to respond to an actual disaster event. Furthermore, the testing is used to validate the accuracy and efficiencies of the support documentation.

In the event that the NOC is lost, the corporate office may be used to temporarily provide security and network monitoring services.

Quest's Disaster Recovery Plan is included within Quest's "Business Continuity Plan" (BCP). The procedures included within the Disaster Recovery Plan included: Disaster Declaration, Managed Services Disaster Recovery Teams, Backup Strategy, Recovery Plans, Non-Catastrophic Recovery Plans, Task Cross-Reference, Operations Procedures and Training. Recovery of the client configuration is performed to enable security monitoring as quickly as possible. Once all systems are recovered, the recovery team moves to the validation phase to ensure the integrity of the system. As a final point, recovery support is performed until all systems are fully stabilized.

Quest DR Plan addresses their operational systems only. It does not cover client systems. The recovery of the clients systems are addressed per their individual SLA.

8.16 Solution Administration

8.16.1 *Ability of the Purchasing Entity to fully manage identity and user accounts.*

FDaaS can be configured by way of a custom “UserManager” role to allow the Purchasing Entity to lock, unlock, and issue password resets to the FDaaS system, however, Pondera maintains all FDaaS account creation and assignment of roles as part of the Software as a Service (SaaS) solution.

8.16.2 *Ability to provide anti-virus protection, for data stores.*

Quest-Pondera provides several options for Virus Protection for data stores through strategic partnerships with leading anti-virus vendors, giving customers a choice of enterprise-class anti-virus solutions to be installed and configured. These world-class anti-virus engines are the same used in their respective commercial products, ensuring that your company is strongly protected against dangerous viruses and other types of malicious code. Yes Quest-Pondera does offer anti-virus protection as a service. A Purchasing entity can elect to add anti-virus as an additional service to the SLA for an additional monthly recurring charge.

Continuous virus-detection updates

Quest’s Virus Protection is updated as our anti-virus vendor partners create new virus definitions. A Dynamic Update Service guarantees that Virus Protection is always up-to-date, providing the maximum defense against viruses—and minimizing the burden on IT administrators. Quest’s anti-virus partners provide some of the fastest product-ready anti-virus updates in the industry, and the Dynamic Update Service makes them available to you immediately.

Integrated, centralized administration

Quest’s anti-virus module is fully integrated into our message processing platform, providing complete control over virus protection through a unified interface. Quest lets you configure all aspects of virus protection—including virus filtering activity, detection and cleaning processes, disposition options, and reporting—with the same interface used for spam and content compliance administration. Administration duties can also be optionally delegated to other groups. For

example, while IT may manage general email and anti-spam settings, a corporate security group could selectively manage anti-virus settings.

Enterprise-grade Virus Protection

Quest's anti-virus functionality protects your enterprise from harmful viruses. Our Virus Protection provides the utmost protection and efficiency by employing the following three-step process:

- Policy definition Our Virus Protection lets you create new anti-virus policies or easily import existing virus protection policies.
- Real-time monitoring Quest's Virus Protection efficiently monitors the email stream for virus threats while definitions are automatically kept up to date through our Dynamic Update Service.
- Custom dispositions Our Virus Protection gives your enterprise the flexibility it needs to classify and route messages based on numerous virus detection message states, such as sending infected messages to quarantine or stripping destructive attachments.

Service Benefits

- Industry-leading anti-virus vendors: the choice of leading anti-virus solutions provides the best enterprise defense against email-borne viruses.
- High-performance processing Virus detection is completely integrated into the overall message analysis allowing the message to be opened only once while it is checked for spam, virus, or content-compliance issues. The addition of virus protection does not impact the scalability of Quest's solution.
- Continuous protection: our Virus Protection continuously polls a Dynamic Update Service for anti-virus engine updates. The polling interval is completely configurable to ensure that your enterprise stays protected from the latest virus threats.

8.16.3 *Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.*

In the past, Pondera has successfully migrated our entire cloud infrastructure from a previous Cloud Hosting solution provider to Quest without any customer interruption. There are no future plans to move to a different Cloud Hosting Provider than Quest, but Pondera is fully prepared to do so if an unforeseen need arises.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

The “UserManager” role can be assigned to as many different participating entities as desired. Each User Manager can have their account configured to manage only specific groups of users.

8.16.5 Ability to apply a participating entity’s defined administration policies in managing a solution.

Pondera can apply administration policies to FDaaS including but not limited to minimum password length, password complexity, password expiration policy, user access hours, Site to Site VPN settings, and session timeout length.

8.17 Hosting and Provisioning

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

There are many factors that will influence the client’s migration to “XaaS”, the strategic planning should be a living roadmap that requires regular evaluation and realignment to account for the organization’s goals. Quest-Pondera will work jointly with the client to categorize their information systems, users and applications as low-impact, moderate-impact, or high-impact to meet the security objectives, confidentiality, integrity and availability when adopting XaaS as a new business capability. Using the FIPS framework as reference, services will be mapped to the most cost effective solution(s) while limiting company security exposure and impact.

Migration from On-Prem to Cloud Services:

Systems tagged as low and moderate are ideal candidates for quick transition to a XaaS platform. Initially focusing on Infrastructure applications services such as Active Directory, Email services, introduction of a user virtual desktop, secure Wide Area Network (WAN), hosted SOC, etc.

Quest would position a highly secure and encrypted WAN using Quest Cloud services. Each site would have two redundant circuits separating data across one circuit and communications such as voice, video, instant messaging across the other. If applicable, a 3rd telecommunications infrastructure is available with diverse paths. Email services, video, instant messaging and voice services will be consolidated to a Microsoft platform and provided back to the company through a

consumption-based model enabling cost transparency and elastic growth flexibility.

Site-to-Site communications across both WAN circuits will be encrypted and controlled by the client to assure compliance requirements. Non-engineering users will be identified in preparation of migration to a full redundant and secure Virtual Desktop Infrastructure (VDI).

If application capability permits, application access will be load-balanced using geo load balancing between East and West assuring user performance is as optimal as possible. The introduction of a cloud-based application hosting model will mitigate three assumed business risks. It will remove any “hub and spoke” architecture remedying any single point of failures, provide a Disaster Recovery solution and centralize application change and audit to key central locations.

Internet access will be tightly regulated and consolidated to the Quest Cloud, removing existing the client internet circuits. All inbound and outbound internet traffic will be monitored through Quest’s Federal SOC and in concert with Quest’s Network Operations Center (NOC), Quest will introduce a Data Loss Prevention (DLP) and Network Access control (NAC) service through Quest’s Federal SOC.

By adopting a XaaS centralized hosting model, company costs will greatly reduce, streamlining compliance frameworks such as NIST, DFARS, AR25-2, etc. by reducing risk and managing changes to a central location. Overall regulatory and compliance can be as strict or as flexible as the company requires. Quest is capable of providing highly secured, scalable, tightly integrated services. Security will be enforced from top-down from the SOC and in alignment with the Network Operations Center (NOC) the company overall Infrastructure services, Risk, and Control will be monitored and controlled from one location.

Transition Process: Implementation/Migration Plan Development.

As part of the transition process, Quest will closely work with the client to develop an Implementation/Migration plan that will include a provision for post-migration health checks to evaluate both design and project goals.

Implementation/migration plan development will include analyzing any changes for which the client operations staff should be alerted.

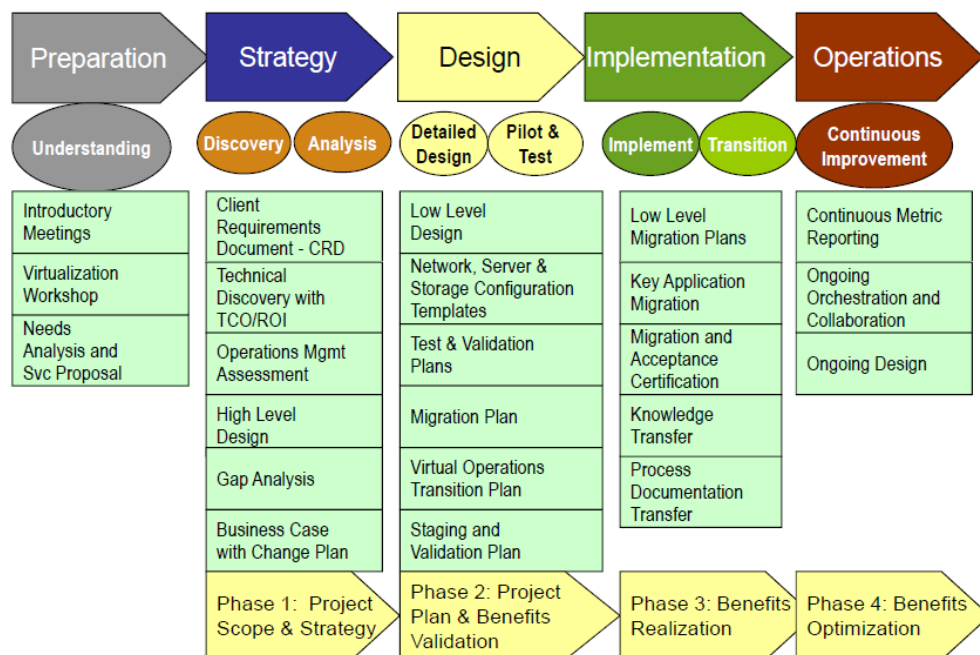
Quest will create and provide the implementation and migration plan. The Implementation and Migration Plan Document will include: a). step-by-step procedures required for a successful implementation and migration; b). scripts for

required implementation and migration procedures; c). fall back plans, in the event a portion of the implementation and migration is not immediately successful; d). validation to ensure that an implementation and migration is successful; and e). recommendations for the implementation and migration sequence and scheduling timeline for the implementation.

If applicable, Quest will document any client-provided plans for implementation and/or migration, identifying any gaps.

Quest then reviews the Implementation and Migration Plan Document with the client for comment and approval before it is formally completed and released.

The process is listed in more detail below:



8.17.2 Provide tool sets at a minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)
2. Creating and storing server images for future multiple deployments
3. Securing additional storage space
4. Monitoring tools for use by each jurisdiction's authorized personnel and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources)

Quest-Pondera can work with client to provide tool sets for various actions including (1) Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.), (2) Creating and storing server images for future multiple deployments and (3) Securing additional storage space. These are not automatically included, but Quest-Pondera can review requirements and provide as part of contractual services.

Quest-Pondera offers Managed Services Clients access to a portal for real-time statistics and monitoring tools for use by each jurisdiction's authorized personnel covering components of a public (respondent hosted) and hybrid cloud (including Participating entity resources).

8.18 Trial and Testing Periods (Pre- and Post- Purchase)

8.18.1 *Describe your testing and training periods that you offer for your service offerings.*

Pondera Solutions, Inc. employs a hosted User Acceptance Test, or UAT environment that is initially populated with historical production data from the client. After the initial historical data release, releases on a monthly basis or at least multiple times per year refresh the UAT environment. Pondera employs automation tools to handle any of the following QA (quality assurance) tasks: unit testing, functional testing of key application interfaces, testing of SOA interfaces and performance testing of the application running on the cloud services platform. While testing automation delivers optimal results in terms of the speed at which testing can be executed, Pondera also performs testing by subject matter, including but not limited to, unit testing, regression testing, sanity testing, acceptance testing, and usability testing.

8.18.2 *Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.*

Pondera Solutions, Inc. employs a hosted Fictitious FDaaS environment to allow clients of similar governmental services (i.e. SNAP, Unemployment, Tax, etc.) to preview the capabilities and functionality available in FDaaS within a particular service area and/or over multiple service areas. As new or requested functionality is available, clients will have the opportunity to test and/or be trained using the new or requested functionality in the hosted Fictitious environment. This allows for clients to confirm mandatory requirements can be met.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Pondera offers unlimited support and training for our clients. Training includes instructor led group training and one on one training sessions in person, via the web, or by any other means necessary.

Pondera's FDaaS training is a two-day course conducted on site. During this course, we provide an overview of the fully customized FDaaS system using actual production data, wherever possible. In other words, we conduct the training on the actual system you will be using. We begin with an overview of the system functionality, basic navigation, and a demonstration of how to customize the portal for each user's individual needs. We then run through use-cases to demonstrate how to incorporate the system into your processes and daily activities.

Class participants are provided with the slide presentation and screen-specific user manuals.

After attending this training, users are expected to understand how to navigate, customize, and use the FDaaS system. This includes handling Alerts, using Geospatial Maps, conducting Network Analysis, reviewing Provider and Beneficiary Profiles, and understanding the Super Search function.

Pondera's FDaaS support includes multiple channels for FDaaS users including Telephone, Electronic, and On-site Support. These channels support user system inquiries, system bug logging and tracking, and system enhancement requests.

Regardless of the channel, all issues are logged into a single database. This provides the Client and Pondera with a single comprehensive view of all system bugs and enhancement requests. Pondera will track the time to resolution for all issues logged by the State Agency and report them to the State Agency during our regularly scheduled Quarterly Meetings or on an ad hoc basis, as required by the State Agency.

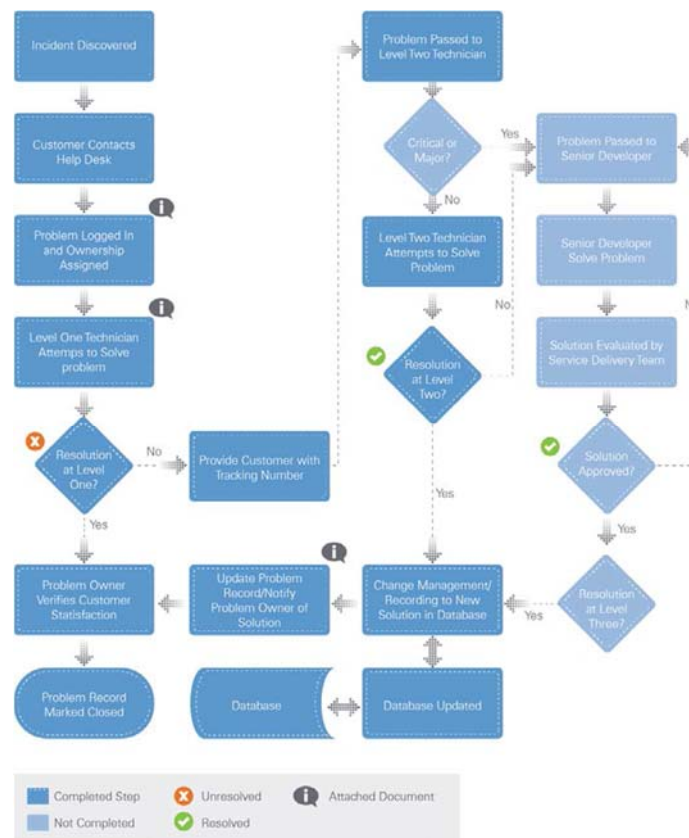
Pondera's Special Investigations Unit (SIU) provides first-level support services. The reason for this is twofold:

1. The SIU uses the FDaaS system every day to conduct their jobs including to research investigative reports. Their familiarity with the system is extremely helpful to FDaaS users with questions.

2. The majority of questions that come to the help desk are functional issues and enhancement requests. The SIU is ideal to field these calls. For technical questions, they simply capture the required information and enter a log in the issue tracking and resolution system.

Calls to the help desk will be answered by a member of the SIU and will be conducted in English. The SIU member, like all Pondera employees, will follow our HIPAA and other security training and testing processes.

Our process is a closed-loop process. It routes issues through a series of escalation steps with the goal of handling as many issues as possible on the first call. Regardless, when the issue is resolved, a member of the SIU contacts the State Agency to ensure that you are satisfied with the fix.



8.19 Integration and Customization

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

The Quest Pondera Fraud Detection as a Service (FDaaS) solution is comprised of many tightly coupled modules that are integrated using a combination of REST and SOAP services. These services can be exposed to other 3rd party applications as desired. For example, if a participating entity has an existing case management system, FDaaS can be integrated seamlessly with existing REST and /or SOAP services. In addition, our Fraud Detection as a Service (FDaaS) solution is designed to interoperate with a variety of Off the Shelf or custom built applications. The FDaaS data export feature will allow users to export data in Excel, .cvs, Predictive Model Markup Language (PMML) or any other format. We can also import data from a variety of sources or applications.

8.19.2 *Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.*

The Pondera Fraud Detection as a Service (FDaaS) solution is a highly customizable off the shelf product. While FDaaS is an existing product, it is also highly configurable to meet each Participating Entity's unique requirements. These can include, but are not limited to, flags for behaviors that are unique to the program or the state, implementation of rules and benchmarks that are unique to the program or state, and scorecards that reflect the programs unique characteristics.

8.20 Marketing Plan

Describe how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

We intend to market our Solution to NASPO ValuePoint and Participating entities in a number of different ways. We anticipate a social media campaign, press releases, and outbound direct marketing. We also hope to include NASPO ValuePoint information on our website and marketing collateral. In addition, we would like to go out for field visits to participating states. This would include sales calls, Software demos, and additional marketing activities.

A complete marketing plan has been attached at the end of this proposal as NASPO Marketing Plan.pdf.

8.21 Related Value-added Services to Cloud Solutions

Describe the value-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training, and access to the services.

Quest/Pondera offers a Software as a Service solution with little need for additional value-added services. We would like to offer supplementary investigative support and internal process improvement consulting to our NASPO ValuePoint clients. These items are more fully described in our Pricing document.

8.22 Supporting Infrastructure

8.22.1 Describe what infrastructure is required by the purchasing Entity to support your Solutions or deployment models.

We do not anticipate any additional infrastructure to be required. Our solution is a hosted software as a service model and thus would not require any additional supporting infrastructure by the Purchasing Entity.

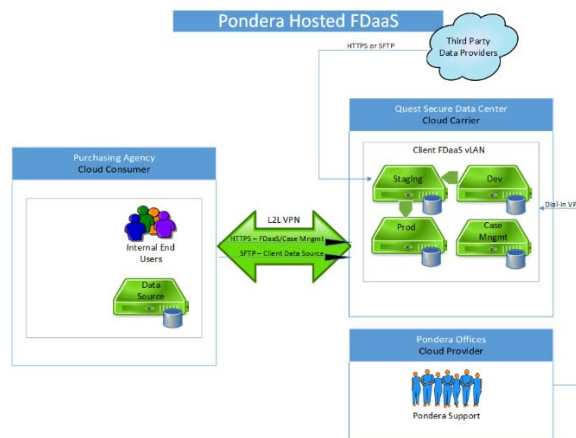
8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs.

We do not anticipate any new infrastructure to be required and thus we do not anticipate any incurred costs.

8.23 Alignment of Cloud Computing Reference Architecture

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

FDaaS is a Software as a Service (SaaS) installed in a Platform as a Service (PaaS) environment. The cloud consumer is the purchasing agency, the cloud provider is Pondera Solutions, and the cloud carrier is Quest Technology Management. See diagram below:



Confidential, Protected, or Proprietary Information

None.

Exceptions and/or Additions to the Standard Terms and Conditions

None.



Christopher Hughes, Assistant Director
State of Utah, Division of Purchasing
christopherhughes@utah.gov
801.538.3254

March 7, 2016

RE: CH16012 – Cloud Solutions RFP, Cover Letter

Christopher:

I am responding on behalf of Quest Media & Supplies, Inc. ("Quest Technology Management" or "Quest"), a corporation with Federal Tax Identification number 94-2838096. We are working in partnership with Pondera Solutions, Inc. ("Pondera"), a corporation with Federal Tax Identification number 45-1806211. The Quest-Pondera team accepts and is willing to comply with the requirements of this RFP and exhibits, including but not limited to Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions, as negotiated, and Attachment D, Scope of Services.

We understand that we may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum. We comply with affirmative action and equal employment regulations.

We have not employed any company or person other than a bona fide employee working solely for Quest or Pondera to respond to this RFP. We have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contract Vendor as our marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Quest-Pondera team affirms its understanding and agreement that for a breach or violation of this term, the State has the right to annul the contract without liability, or in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

The Quest team members responsible for writing this proposal are Amy Comi, Marketing, Jeff Scheel, SLED Team, and Pondera Solutions employees: Jon Coss, CEO; Caryn Otto, Business Development Manager; Tom Lucero, VP of Development; and Amanda Huston, VP of Service Delivery.

Neither Quest nor Pondera Solutions is currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs. This proposal is firm and binding for one hundred eighty (180) days from the proposal opening date.

We acknowledge that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Master Agreement(s) awarded from the RFP.

The Quest Pondera team intends to provide Eligible Users with a Software as a Service (SaaS) cloud service model. FDaaS is a Software as a Service private cloud service with the ability to store and secure the purchasing entity's data in the low and moderate FIPS 199 risk categories.

All costs associated for our cloud solutions have been identified in our pricing catalog.

Very respectfully,

A handwritten signature in black ink, appearing to read "Tim Burke".

Tim Burke
President and CEO
Quest
916.338.7070
Tim_Burke@questsys.com

Ryan O'Keefe

Education

BACHELOR OF SCIENCE | JUNE 2008 | CALIFORNIA STATE UNIVERSITY, SACRAMENTO

- Major: Business Management

Experience

DIRECTOR, SERVICE MANAGEMENT | QUEST | 2012-PRESENT

- Work directly with leadership to review service metrics, service opportunities, and contract negotiation
- Process equipment orders based on service requirements as new services are deployed
- Work directly with vendors for new offerings to service base. Negotiate contract terms and services
- Set goals and milestones for Service Management team. Hold on-going reviews with Operation Manger
- Review market trends and future needs to meet the needs of our Clients.

OPERATIONS MANAGER, SERVICE MANAGEMENT | QUEST | 2011-2012

- Acting as the liaison between Service Managers and Operation Center management and staff; assisting with managing escalations from clients
- Evaluate each Service Manager and their effectiveness with their assigned accounts; report status to management
- Identify, diagnose and communicate issues with upper management
- Facilitate team meetings (recurring and ad hoc), in which you discuss Service Managers escalations or general questions

SERVICE MANAGER | QUEST | 2009-2011

- Responsible for proactively managing relationships with assigned clients, and providing the highest level of customer satisfaction for all aspects of service delivery
- Act as primary liaison between client staff and Operation Center Management and staff; managing escalations from clients
- Create, and manage detailed project plans for implementations / migrations
- Understand organizational resources, priorities, needs and policies and anticipate potential problems associated with client activity or service level trends

MANAGED SERVICES AUDITOR | QUEST | 2008-2009

- Audited Client service contract with Quest to verify services provided meet contractual needs
- Delivered weekly report to senior management on audit finds
- Worked on hardware/software vendor maintenance renewals for Managed Services department

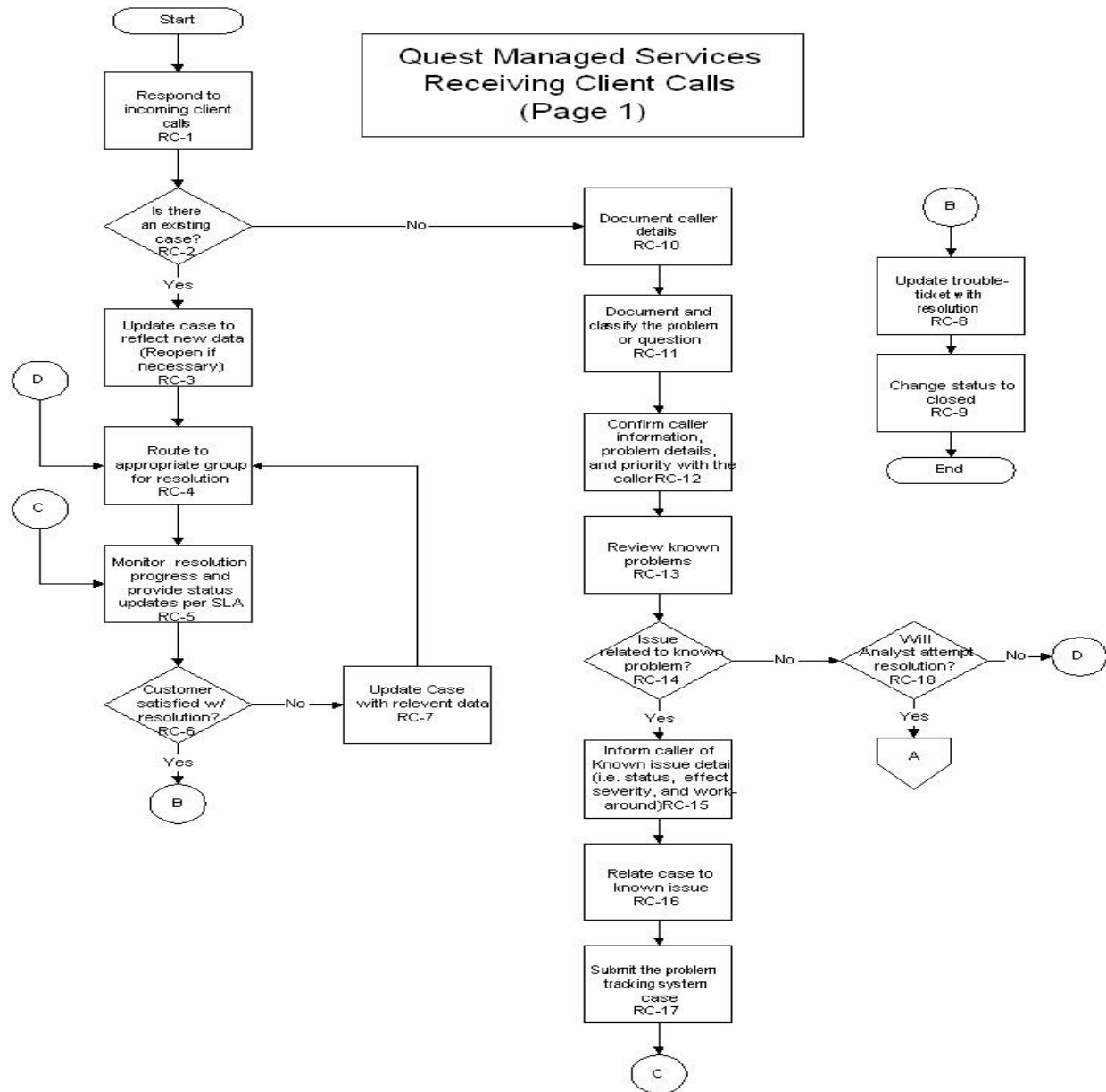
CAR PREP | ENTERPRISE RENT-A-CAR | 2004-2008

- Cleaned cars to prepare for rentals by customers.
- Reviewed rental contract with customers and checked them into their rental.

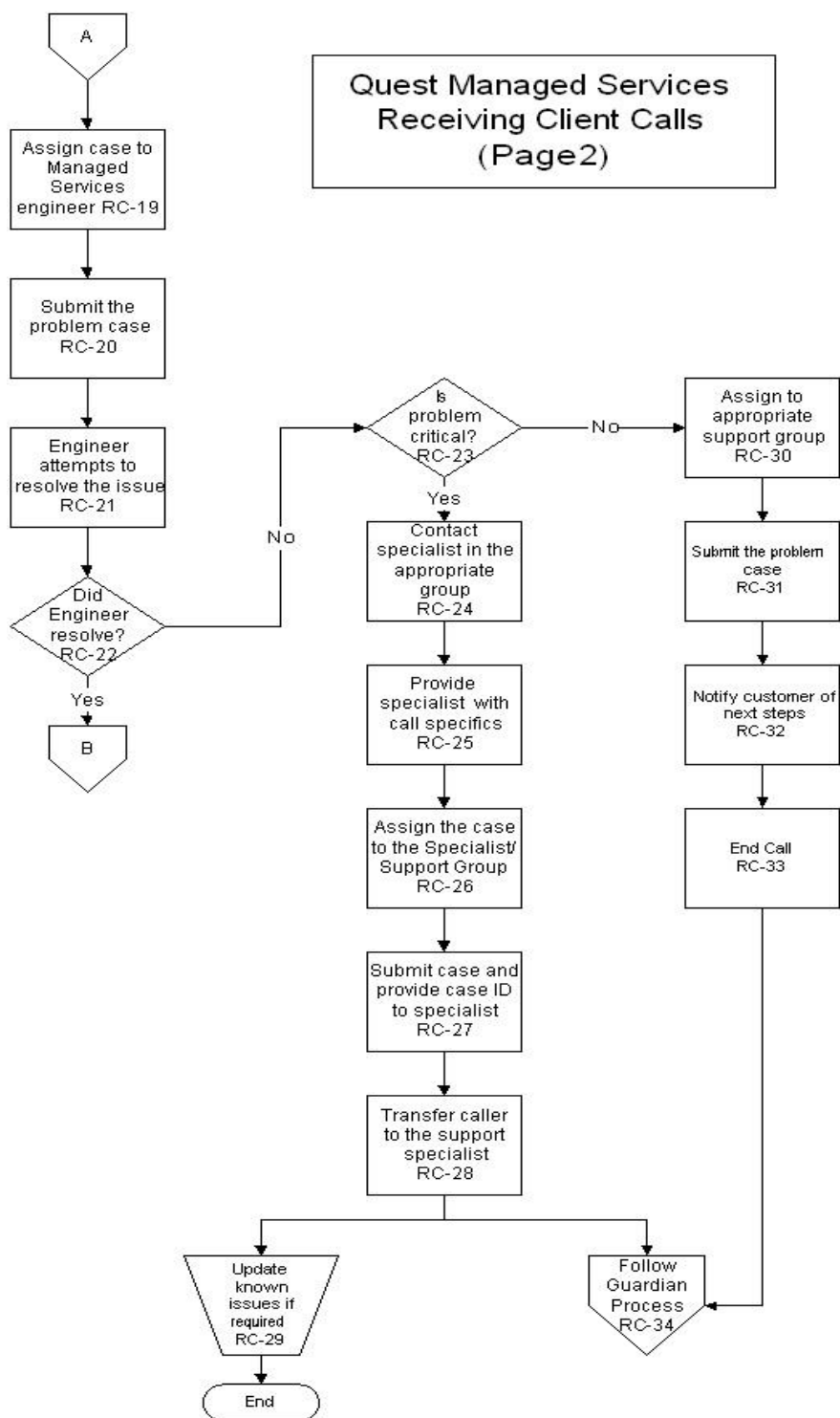
CO-OWNER | JUMPS-R-US / LEAPS-N-BOUNDS | 1998-2000

- Acquired business at age of 13
- Duties included marketing of events, financial tracking/planning, advertising, delivery, and general customer service

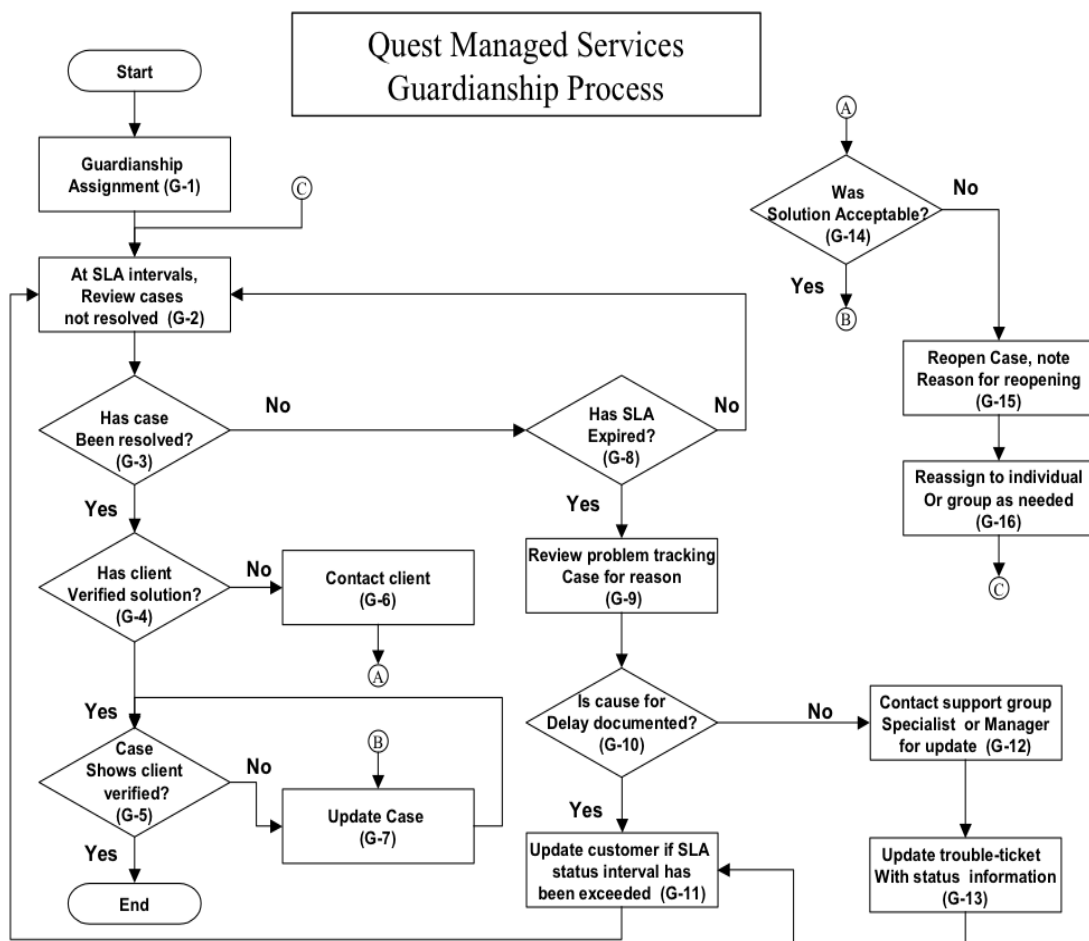
Quest Managed Services Client Call Process



Quest Managed Services Client Call Process



Quest Managed Services Client Call Process





NASPO ValuePoint FDaaS

Service Level Agreement

Quest Managed Services

Presented to:

Client Logo

Date: Month Day, Year

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INTRODUCTION

This Service Level Agreement (SLA), effective as of **Month Day, Year** (“effective date”), is made and entered into by and between Quest Media & Supplies Inc. (Quest), a California corporation, and (Client), each referred to as a “party” and collectively as the “parties.”

This SLA follows the NASPO ValuePoint Master Agreement Terms and Conditions, Attachment A and its order of precedence which is as follows:

- 1) A Participating Entity’s Participating Addendum 1 (“PA”);
- 2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits 2 to the Master Agreement;
- 3) The Solicitation;
- 4) Contractor’s response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- 5) A Service Level Agreement issued against the Participating Addendum.

1. SERVICE SUMMARY

Quest will provide the services (quantities defined in [Section 2](#) below) to Client. The services associated with Client’s environment are as follows:

1.1. Title of Service

1.1.1. Describe Services (*include Client/Quest responsibility, expectation(s), points of clarity*)

1.2. Title of Service

1.2.1. Describe Services (*include Client/Quest responsibility, expectation(s), points of clarity*)

2. SERVICE COMPONENTS

Quest and Client have identified the following list of components (the “**services**” and collectively, the “**services package**”).

Group	Components	Qty.	Services	Overage Fee	Owner of Hardware/Software
1.1	Service Title: Device/Component	X	Level of Service	\$0.00	Quest Managed Services
1.1	Service Title: Device/Component	X	Level of Service	\$0.00	Quest Managed Services
1.2	Service Title: Device/Component	X	Level of Service	\$0.00	Quest Managed Services

3. MAINTENANCE, INCIDENTS, RESPONSE TIME, TICKET URGENCY LEVEL

3.1. Maintenance. A maintenance window is a defined period of time during which planned outages and changes to production services and systems may occur. The purpose of defining standard maintenance windows is to allow Client to prepare for possible disruption or changes. The following process will be utilized for the updating of services.

3.1.1. Updates/Patches. Updates will be implemented during the scheduled maintenance windows defined in the “60-day profile” described in [Appendix B](#) attached hereto. Prior to implementing any updates, Quest will send an email to Client notifying Client of the update, when it will be implemented, and its impact.

3.1.2. Changes. If configuration changes to the components are required or requested, Quest will utilize the change management process as defined in the 60-day profile. Any changes requested by Client will be completed within the requested resolution timeframe set forth in the 60-day profile and implemented during the scheduled maintenance window as defined in the 60-day profile. To request a change, Client shall send a change request in a secure manner to performance@questsys.com.

3.2. Incidents and Emergencies. If any incidents or emergencies occur, Quest will utilize the incident management process as defined in the 60-day profile. Quest will respond to and resolve all incidents within the timeframes and according to the methods set forth in the 60-day profile. To report an incident or emergency, Client shall send an incident notification in a secure manner to performance@questsys.com or by telephone to 800-443-5605.

3.3. Problem Response Time. The problem response time is the time period starting after (i) Quest’s confirmation of the service event and (ii) receipt of the information required from the Client for Quest’s support team to begin resolution and open a trouble ticket in Quest’s systems. Due to the wide diversity of problems that can occur and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and resolution of the problem. After receiving a report of fault, Quest shall use a reasonable method to provide the Client with a progress update(s).

- 3.4. Ticket Urgency Levels.** Support, alert, or Client requests will be assigned a ticket and issued an urgency level based on priorities which are determined by request type and level of impact.
- 3.4.1. Low.** Informational request; no issues are present or no services are impacted. For example, “What is your data center address?”
- 3.4.2. Med-Low.** An issue or event may be impacting a single user who is able to work, or a workaround was provided. For example, “I’m unable to access questsys.com using internet explorer, but I can access it using Firefox.”
- 3.4.3. Medium.** A monitored device is deemed non-responsive by the monitoring tool. For example, “A monitored device is reporting a “packet loss” or is inaccessible and non-responsive to triage/troubleshooting commands.”
- 3.4.4. Medium-High.** An issue impacting the entire site, department, or multiple users for which no work around is available. For example, “The Sacramento office is unable to connect to the internet.”
- 3.4.5. High.** An issue impacting the entire company or multiple sites for which no work around is available. For example, “No one in our company is able to get to email or make a phone call.”

4. IMPLEMENTATION AND TERM

The services, as noted in [Section 1](#), shall be implemented, and the term under this SLA shall commence upon (i) the completion of the items listed below and (ii) the invoicing by Quest to Client of the entire Monthly Recurring Charge (MRC), as noted within [Section 5](#). Quest may begin partial billing of the MRC as services are implemented. Partial billing of MRC does not commence the term.

- 4.1 Receipt by Quest of the SLA executed by Client.
- 4.2 Receipt by Quest of a Direct Payment Authorization from Client.
- 4.3 Completion of a services kick-off meeting between Quest and Client.
- 4.4 Receipt by Quest of a purchase order from Client (if required by Client).
- 4.5 Implementation of services.

5. INVESTMENT FOR SERVICES

The following table identifies Client's investment for the **service package**. Partial billing of the MRC may apply.

Quest Select Service Package	Term	Monthly Charges (MRCs)
Selected Service Package (Services listed in Section 2)	36 Months	
Setup Services	NRC	

- 5.1. Monthly charges may be increased to reflect changes in electrical rates by local utility companies. Quest will provide a 60-day notice of any power rate increase.
- 5.2. All fees are in US Dollars
- 5.3. Incident Response, data and/or application migration services are available upon request for an additional fee/cost.
- 5.4. In addition to the amounts set forth above, any technical support provided by Quest in connection with the services shall be billed by Quest on a time and materials basis pursuant to the following rate schedule.

5.4.1. Quest/Pondera Premium Technical Support Rate Schedule:

Quest/Pondera Premium Technical Support			
Item	Description	List Price	10% Discount
PS-PTS-OTSE	Pondera Premium Support – Onsite Technical Support Engineer	\$215/hr	\$193.50/hr
PS-PTS-STSE1	Pondera Premium Support – Senior Technical Support Engineer	\$180/hr	\$162.00/hr
PS-PTS-PTSE	Pondera Premium Support – Product Technical Support Engineer	\$160/hr	\$144.00/hr
PS-PTS-STSE2	Pondera Premium Support – Staff Technical Support Engineer	\$140/hr	\$126.00/hr
PS-PTS-ATSE	Pondera Premium Support – Associate Technical Support Engineer	\$105/hr	\$94.50/hr
PS-QST-MTC	Quest Remote Maintenance Services	\$205/hr	\$184.50/hr
PS-QST-DEP	Quest Remote Deployment Services	\$185/hr	\$166.50/hr
PS-QST-ADV	Quest Remote Advisory Services	\$185/hr	\$166.50/hr
PS-QST-SOW	Quest Remote Statement of Work Services	\$185/hr	\$166.50/hr
PS-QST-PRT	Quest Remote Partner Services	\$185/hr	\$166.50/hr
PS-QST-TDS	Quest Online Training Deployment Services	\$185/hr	\$166.50/hr

5.4.2. Additional Value Added Services: List price shown in table below. Discount is 10%.

Maintenance Services			10% Discount
Maintenance Services	Onsite Hourly Rate	\$205.00	\$184.50
	Remote Hourly Rate	\$185.00	\$166.50
Professional Services			10% Discount
Deployment Services	Onsite Hourly Rate	\$205.00	\$184.50
	Remote Hourly Rate	\$185.00	\$166.50
Consulting/Advisory Services	Onsite Hourly Rate	\$205.00	\$184.50
	Remote Hourly Rate	\$185.00	\$166.50
Architectural Design Services	Onsite Hourly Rate	\$205.00	\$184.50
	Remote Hourly Rate	\$185.00	\$166.50
Statement of Work Services	Onsite Hourly Rate	\$205.00	\$184.50
	Remote Hourly Rate	\$185.00	\$166.50
Partner Services			10% Discount
Partner Services	Onsite Hourly Rate	\$205.00	\$184.50
	Remote Hourly Rate	\$185.00	\$166.50
Training Deployment Services			10% Discount
Training Deployment Services	Onsite Hourly Rate	\$205.00	\$184.50
	Remote Hourly Rate	\$185.00	\$166.50

5.4.3. Emergency Incident Response Services: \$385/hour with minimum amounts determined at time of incident.

5.4.3.1. Immediate response to threat

5.4.3.2. Assess your security posture against the threat

5.4.3.3. Determine the level of effort required to protect Client's assets

5.4.3.4. Work to prevent, detect and respond to incidents

5.4.3.5. Identify and mitigate complex security vulnerability

5.4.3.6. Provide risk analyses and recommendations for threat eradication

5.4.3.7. Provide forensic analysis to determine extract threat vector

5.5. Rates listed above exclude Professional Service engagement(s) and/or project(s) and are subject to rates listed in any separate engagement documents. Please contact the Quest account manager, technical consultant, or service manager for engineering rates that may fall outside of listed engineering services.

5.6. Some additional services that Quest offers, **but are not included in this SLA**, are as follows:

<i>Services</i>	<i>Optional</i>
Security Policy Review	✓
Server Anti-virus Protection	✓
Data Backup Services	✓
Data Encryption Services	✓
Disaster Recovery Services	✓
Firewall Policy Rule Review	✓
Security Monitoring/Management	✓
Threat Assessment	✓
Security Assessment	✓
Hardware Replacement	✓
Vulnerability Scanning	✓

6. NEW AND/OR ADDITIONAL SERVICES

6.1. The request for additional and/or new services (“new/additional services”) can be made via email and/or phone call to the Quest primary points of contact. Any new/additional services added to this SLA will be documented via a separate addendum to this SLA. Services provided within subsequent addendum(s) will adhere to the terms and conditions of this SLA, unless otherwise specified within the addendum. Quest will obtain written Client approval and/or a purchase order for any new/additional services. Upon Client approval, all references to services shall include all approved new/additional services. Quest is authorized to make adjustments to the fees and surcharges charged for the services in order to cover the costs of any new/additional services. Cost and fee adjustments will be documented via email and/or a separate addendum and sent to Client prior to fee adjustment. Client agrees to pay the fees and surcharges for the services, as adjusted.

7. OVERAGE BILLING

7.1. An “overage” is defined as the usage of services provided by Quest to Client in excess of the allocated quantity, as noted within [Section 2](#) of the SLA. Quest will assess an “overage fee”

for provided services that fall under this classification if applicable. Refer to [Section 2](#) for overage rate information.

8. CONTRACT EXPIRATION NOTIFICATION

- 8.1.** Client is to notify Quest thirty (30) days prior to the SLA expiration date. If Client has not notified Quest in writing of its election to extend or terminate this agreement, this SLA will automatically renew for an additional twelve (12) month term at the then current monthly/annual fees plus 10%. If Client elects to terminate the services, the termination date for the SLA will be the last day of the last month of the term. Quest does not prorate the final month's invoice.

9. TERMINATION OF THE CONTRACT

9.1. Termination for Cause.

- 9.1.1.** If Quest fails to meet the material requirements of this SLA ("Quest Event of Default"), Client will have the right to terminate this SLA, provided that Quest has not cured such "Quest Event of Default" or Client and Quest are unable to reach agreement on remediation within thirty (30) days after the Client has notified Quest in writing of the "Quest Event of Default."

9.2. Termination for Client Default.

- 9.2.1.** If Client shall fail to pay when due any installment of monthly fees or other amount due hereunder within ten (10) days of the date due; or Client shall fail to observe any other covenant, agreement, or requirement to be observed or performed by Client, which failure is not cured within thirty (30) days after written notice by Quest to Client (each a "Client Event of Default"), Quest shall have the right to terminate this SLA. Termination of the SLA or any services does not relieve Client of liability for all monthly charges, as identified in [Section 5](#) of this SLA.

9.3. Termination for Insolvency, Assignment, or Material Adverse Change.

- 9.3.1.** Either party may immediately terminate this SLA if the other party (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntarily or involuntarily) which is not dismissed within 90 days; (iii) makes an assignment for the benefit of creditors; or (iv)

experiences a material adverse change in financial condition which may reasonably be expected to affect its ability to pay.

9.4. Rights Upon Termination.

9.4.1. In the event that Client terminates the SLA at any time during the term of the SLA, Client agrees to pay all monthly charges as identified in [Section 5](#) of this SLA.

9.5. Survival.

9.5.1. Articles 10, 11, 13, 14, 15, 17, and 18 shall survive any termination or expiration of this agreement.

10. OWNERSHIP OF PLACED EQUIPMENT

10.1. Client grants to Quest a limited, non-exclusive, non-transferable license to place such equipment and other materials/software necessary for Quest to provide the services under this SLA (“**Quest Materials**”) on various premises owned or leased by Client at such locations as mutually agreed to by Quest and Client. This license solely grants Quest a right of use and is not intended to grant a lease, easement, or other interest in such premises.

10.2. Quest retains full ownership of the Quest Materials, and the placement of the Quest Materials on the premises does not create in Client any beneficial, equitable, leasehold, license, or other ownership right, title, or interest in the Quest Materials.

10.3. Title to the Quest Materials shall remain with Quest at all times, and Client shall protect and defend Quest’s title and keep it free of all claims and liens other than those created by Quest. Client agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Quest Materials as a result of its attachment to realty.

10.4. If the Quest Materials includes or contains any software, or if any software is provided during the term of the SLA, Client agrees that it has no interest in such software and that any such software is to be used solely and exclusively in and with the Quest Materials.

10.5. Quest shall have no duty, responsibility, or obligation to make any structural alterations(s) or adjustment(s) to the premises to install the Quest Materials. Quest is not responsible for restoring Client’s premises to its original condition upon removal or relocation of any or all of the Quest Materials.

- 10.6.** During the term, Client shall furnish heat, light, and electrical power and protect the Quest Materials from theft and damage.
- 10.7.** Subject to Client's standard administrative, safety, and security requirements and policies, Quest shall have the right at any time with no less than forty-eight (48) hours advanced notice to Client to access the premises on which any Quest Materials are located and to repair, maintain, upgrade, replace, or remove the Quest Materials.
- 10.8.** In the event of a default by Client, or the expiration or other termination of the SLA, and subject to Client's standard administrative, safety, and security requirements and policies, Quest shall have the right to immediately access the premises on which any Quest Materials resides and remove the Quest Materials.
- 10.9.** Client shall use commercially reasonable efforts to maintain the environment and condition of the aforementioned equipment in order that the equipment is not damaged by negligence, misuse, or abandonment.
- 10.10.** Client agrees that Quest may from time to time file, with the appropriate filing office, a UCC-1 Financing Statement and amendments as appropriate, showing Client as the debtor, Quest as the secured party, and the Quest Materials as the collateral, solely for the purpose of providing public notice of the ownership by Quest of the Quest Materials. The filing of a UCC-1 Financing Statement by Quest covering the Quest Materials shall in no way limit the full ownership of the Quest Materials by Quest.
- 10.11.** Client shall and does hereby agree to indemnify, defend, and hold harmless Quest, and its directors, officers, employees, agents, and affiliates from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) resulting from or arising out of any damage to or destruction of the Quest Materials in violation of the foregoing provisions, which obligation shall survive the expiration or termination of this agreement

11. INDEMNIFICATION

- 11.1.** Quest shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against

claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

11.2. Section 11.1 shall apply with respect to a disclosure of "confidential information" only to the extent such disclosure is the result of actions predominantly attributable to Quest or its subcontractors. The provisions of the paragraph survive expiration or termination of this contract.

Neither Quest nor its subcontractor of any tier shall be held liable under these sections (11.1 and 11.2) for more than \$10,000.00 or as defined in the limitation of liability section (paragraph Limitation of Amount of Liability), whichever is less.

12. BILLING TERMS

12.1. Costs for the services will be billed and paid at the beginning of each month by Client through an automatic clearing house (ACH) process. [Schedule A](#) must be completed and returned to Quest prior to the first month of billing under this SLA.

12.2. Payments returned for non-sufficient funds, stop payment requests, or a closed account will result in a collection fee of \$75.00 for the first offense plus the amount to be collected. Subsequent offenses will result in a \$225 returned payment fee, per offense, plus the amount to be collected thereafter.

12.3. Charges for technical support as set forth on repair ticket requests from Client will be invoiced by Quest once per month and are due and payable by Client within ten (10) days of invoice date. All payments are due upon receipt of invoice. Payments received later than ten (10) days after invoice shall accrue interest at 10% per annum. Client agrees that any late or missed payment is a material breach of this SLA.

12.4. All payments to Quest shall be net of all taxes, charges, and other fees. Client shall be solely liable for and shall pay any state or local tax, fee, charge, or surcharge payable for services that are subject to such imposition.

13. CONFIDENTIALITY

13.1. Quest agrees that Quest and its agents and personnel may have access to confidential and proprietary information and materials belonging to or disclosed by Client, whether disclosed electronically, orally, in writing, or by display, which are not generally disclosed to or known by the public, concerning or pertaining to the business of Client, including, without limitation, trade secrets, data, reports, methods, techniques, procedures, processes, methodologies, forecast, plans, employee information, and Client information, and that such information is commercially valuable to Client or is otherwise confidential and proprietary to Client (“confidential information”). Confidential information shall not include any information to the extent that it (i) is or becomes a part of the public domain through no act or omission on the part of Quest; (ii) is disclosed to third parties by Client without restriction on such third parties; (iii) is in Quest’s possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this SLA; (iv) is disclosed to Quest by a third party; (v) is independently developed by Quest without reference to the disclosing party's confidential information; or (vi) is released from confidential treatment by written consent of Client. Quest agrees that nothing in this SLA grants to it any license, right, title, or interest in or to the confidential information, except as expressly set forth herein. Client reserves all rights to its confidential information not expressly granted in this SLA. Quest agrees to use confidential information solely for the purposes of this SLA and pursuant to the terms of this SLA and for no other purpose whatsoever. Quest agrees to hold such information in the strictest confidence. Quest shall use reasonable efforts to protect the confidentiality of Client’s confidential information, treating it as Quest would its own confidential information of a similar nature and value. Quest agrees to provide Client with such further assurances as reasonably requested by Client from time to time.

14. NON-SOLICITATION

14.1. Quest. During the term and for a period of one (1) year thereafter, Quest agrees not to hire, solicit, or attempt to solicit the services of any employee or subcontractor of Client without the prior written consent of Client. Violation of this provision shall entitle Client to assert

liquidated damages against Quest equal to one (1) year of billable engineering time or \$50,000.00, whichever is greater.

14.2. Client. During the term and for a period of one (1) year thereafter, Client agrees not to hire, solicit, or attempt to solicit the services of any employee or subcontractor of Quest without the prior written consent of Quest. Violation of this provision shall entitle Quest to assert liquidated damages against Client equal to one (1) year of billable engineering time or \$50,000.00, whichever is greater.

15. INDEPENDENT CONTRACTOR STATUS

15.1. Parties agree that Quest is an independent contractor providing professional services and not an employee, agent, joint venture, or partner of Client. Nothing in this SLA, nor in a course of dealing between the parties, shall be interpreted or construed as creating the relationship of employer and employee, principal and agent, joint ventures, or partners between Quest and Client and/or its personnel. Neither party shall have any right, power, or authority, expressed or implied, to bind the other.

16. INSURANCE

16.1. Required Coverage. During the term, each party shall obtain and maintain at each party's sole cost and expense the following:

- a. Standard form personal property insurance insuring all equipment, alterations, fixtures, and personal property of any kind for which Client, the covered party, is legally liable or which the covered party has had installed at or around the other party's facility, for fire, extended coverage for vandalism, malicious mischief, and special extended/all-risk coverage for sprinkler leakage. Such insurance shall be in an amount no less than 100% of the full replacement cost thereof.
- b. Commercial general liability insurance insuring the covered party against any and all claims for bodily injury and property damage arising out of this agreement and the covered party's use, occupancy, and/or maintenance of any of the other party's facilities. Such insurance shall have a combined single limit of no less than \$1,000,000.00 per occurrence, with no less than a \$3,000,000.00 aggregate limit. The policy shall list the other party as an additional insured (not including any commercial auto liability). In no

event shall the bounds of such insurance limit the liability of either party under this agreement.

16.2. Certificate of Insurance. A commercially acceptable certificate of insurance shall be delivered by the covered party to the other party prior to the commencement date of this SLA and annually thereafter at least 30 days prior to the expiration date of the original policy or any renewal thereof.

17. LIMITATION OF LIABILITY

17.1. In no case shall Quest's maximum liability arising out of this SLA, whether based upon warranty, contract, negligence, tort, strict liability, or otherwise, exceed in the aggregate, the actual payments received by Quest under this SLA during the six (6) months immediately prior to the event giving rise to the claim.

17.2. In no event shall either party be liable for indirect, special, incidental, or consequential damages, including, but not limited to, loss of profits, loss of revenues, loss of opportunities, loss of data, or loss of use damages, arising out of this agreement, even if the party has been advised of the possibility of such damages.

18. GENERAL TERMS

18.1. Notices. Any notice under this SLA shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the parties; (ii) two days after deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one day delivery, with receipt confirmed by the courier; or (iv) on the date of transmission if sent by facsimile, telegram, telex, telecopy, or other means of electronic transmission resulting in written copies, with receipt confirmed. Unless otherwise provided in writing, any such notice shall be delivered or addressed to the parties as follows.

If to Quest: 5822 Roseville Road, Sacramento, CA 95842

If to Client:

- 18.2.** Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- 18.3. Entire Agreement.** This document, with all exhibits, schedules and addenda, constitutes the entire agreement between the parties, all oral agreements being merged in this document, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this SLA that are not fully expressed herein.
- 18.4. Assignability.** This SLA shall not be assigned by either party without the prior written consent of the other party.
- 18.5. Waiver.** Any of the terms or conditions of this SLA may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof.
- 18.6. Amendment.** The provisions of this SLA may be modified at any time by agreement of the parties. Any such agreement hereafter made shall be ineffective to modify this SLA in any respect unless in writing and signed by the parties against whom enforcement of the modification or discharge is sought.
- 18.7. Severability.** If any provision of this SLA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this SLA which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- 18.8. Attorneys' Fees.** In the event that any party to this SLA files any petition or institutes litigation, including arbitration, to interpret or enforce the terms of this SLA, the parties expressly agree that the prevailing party or parties, in addition to any other relief provided by law, will be entitled to such reasonable attorneys' fees and court costs as may be incurred.
- 18.9. Jurisdiction and Venue.** Any legal proceeding by a party to enforce any provision of this SLA or arising out of this SLA must be brought in the California Superior Court in the County of Sacramento or the United States Court for the Eastern District of California, as applicable, and each party consents to the jurisdiction of such courts and waives any objection to the

venue laid therein. Client and Quest hereby unconditionally and irrevocably waive the right to a jury trial of any claim or cause of action between the parties directly or indirectly relating to this SLA or the subject matter hereof, any services schedule or the subject matter thereof, or any equipment. This SLA may be filed as a written consent to a trial without jury by any court.

18.10.Binding Effect. The parties expressly agree that this SLA is binding on each other's successors, heirs, assigns, beneficiaries, executors, administrators, and trustees.

18.11.Governing Law and Venue. The rights and obligations of the parties and the interpretation and performance of this SLA shall be governed by the laws of the Participating Entity's or Purchasing Entity's State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

18.11.1. The venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

18.11.2. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

18.11.3. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

18.12.Parties in Interest. Nothing in this SLA, explicit or implied, is intended to confer any rights or remedies under or by reason of this SLA on any persons other than the parties to it and their respective successors and assigns, nor is anything in this SLA intended to relieve or discharge

the obligation or liability of any third person to any party to this SLA, nor shall any provision give any third person any right of subrogation or action against any party to this SLA.

18.13.Captions. All paragraph captions are for reference only and shall not be considered in construing this agreement.

18.14.Construction. This SLA shall not be construed against any party; instead, it shall be construed as though all parties have participated in its drafting. No promises or inducements have been made to the parties to this SLA. This SLA is entered into freely and voluntarily.

18.15.Counterparts. This SLA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Client Name

NASPO ValuePoint FDaaS Service Level Agreement

Quest Managed Services

Each of the authorized parties has executed this SLA as of the effective date.

CLIENT:

QUEST:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contract/PO#: _____

Quest Account Manager:

Quest Technical Consultant:

Name:

Name:

Email:

Email:

Mail: 5822 Roseville Rd., Sacramento, CA 95842

Mail: 5822 Roseville Rd., Sacramento, CA 95842

Phone: (916) 338-7070

Phone: (916) 338-7070

Client Representative:

Authorized Contract Signer - Client:

Name:

Name:

Email:

Email:

Mail:

Mail:

Phone:

Phone:

Quest is an equal opportunity employer with affirmative action obligations, meaning it actively seeks qualified job candidates who are minorities, women, disabled, and protected veterans. By accepting this contract or purchase order, you also accept any responsibility for abiding by all the regulatory requirements at **41 CFR 60-2, 41 CFR 60-300 and 41 CFR 60-741**. These regulations prohibit discrimination against minorities, women, qualified individuals with disabilities, and qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors for the employment and advancement in employment of qualified protected veterans. Those requirements are incorporated here for reference.

APPENDIX A – DATA CENTER FACILITY STANDARDS AND WARRANTY

Force Majeure Event: any act of God, fire, casualty, flood, war, terrorism, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, public health emergency, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of a party.

Service Interruption: a complete loss of signal that renders the services unusable.

Planned Service Interruption: any service interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades.

During the term of this SLA, Quest warrants that (i) the services will be available 99.9% of the time per calendar month and (ii) if the services are not available, with the exception of services impacted by Internet performance or availability, Quest's liability for any service interruption (individually or collectively, "liability"), shall be limited to the amounts set forth in Table 1 below. For the purposes of calculating credit for any such liability, the liability period begins when Client reports an interruption in any portion of the service to Quest, provided that the liability shall be deemed resolved upon the closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Quest is awaiting additional information or premises testing from Client. In no event shall the total amount of credit issued to Client's account on a per-month basis exceed 50% of the total monthly charges. Service interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Client must request the credit from Quest within 30 days of the interruption. Client will not be entitled to any additional credits for service interruptions. Quest shall not be liable for any liability caused by force majeure events, planned service interruptions (as set forth in [Appendix B](#)), or as a result of Client's acts, omissions, or equipment. Service credits will not entitle Client to any refund or other payment from Quest. Service credits may not be transferred or applied to any other account.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE, AND NO REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS SLA WILL BE BINDING ON THE CONSULTANT AS A WARRANTY. THIS APPENDIX A STATES THE ENTIRE LIABILITY OF QUEST AND THE EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO QUEST'S BREACH OF ANY WARRANTY HEREUNDER.

Table 1

Length of Service Interruption	Amount of Credit
< 40 minutes	None
40 minutes – 4 hours	5% of total Monthly Charges
4 hours – 8 hours	10% of total Monthly Charges
8 hours – 12 hours	20% of total Monthly Charges
12 hours – 16 hours	30% of total Monthly Charges
16 hours – 24 hours	40% of total Monthly Charges
24 hours or greater	50% of total Monthly Charges
THE TOTAL CREDIT ALLOWANCES PER MONTH ARE CAPPED AT 50% OF THAT MONTH'S MONTHLY CHARGES FOR THE INTERRUPTED SERVICE. SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.	

APPENDIX B - INITIAL 60-DAY PROFILE

Quest and Client will develop an initial 60 Day Profile to reference the following:

- Incident Management Procedures
- Maintenance Schedule and Procedure
- Service Changes
- Service Updates
- Escalation Authority List
- Client Component List ([Appendix C](#))
- Notification List/Contact List
- Ticket Urgency Matrix

APPENDIX C - CLIENT COMPONENT LIST

To be completed as part of the 60 day profile

APPENDIX D - NEW/ADDITIONAL SERVICES AND PRICING

Insert Client worksheet here.

Client Name

NASPO ValuePoint FDaaS Service Level Agreement

Quest Managed Services

SCHEDULE A TO SERVICE LEVEL AGREEMENT**Authorization Agreement for Direct Payments (ACH Debits)**

As a condition to Quest entering into the attached Service Level Agreement, Client hereby enters into this Authorization Agreement for Direct Payments. By executing this Authorization Agreement for Direct Payments, the undersigned hereby authorizes Quest to initiate debit entries to the account identified below ("account") at the Depository Financial Institution identified below ("DFI") and debit the same to the account for any advance payment(s), installation fee(s), or monthly service fee(s) required by the Service Level Agreement.

The undersigned further represents and warrants that (i) the undersigned is a duly authorized representative of Client; (ii) the account is a business account and is not an account used for personal or household purposes; and (iii) if the account is closed for any reason whatsoever, Client will enter into a new Authorization Agreement for Direct Payments with respect to a replacement account within five (5) business days of the closing of the account identified herein.

Name of DFI			
DFI's Routing Number (<i>9 digits only</i>)			
Account Number			
Branch	City	State	Zip

This authorization will remain in full force and effect until Client provides Quest with written notification of Client's termination of this Authorization Agreement for Direct Payments in such time and in such manner as to afford Quest and DFI a reasonable opportunity to act upon such termination.

Signature of Duly Authorized Representative of Client		Date
Company Name:		
Phone Number	Federal Tax Identification Number	

**** Please attach voided check to this authorization****

Important Notification About ACH Debits

Quest will automatically debit the account for periodic applicable payments as set forth above. Quest will invoice Client directly until the ACH debits are implemented as set forth in the lease agreement. Client must remit all invoices received from Quest by their respective due date. Once ACH debits are implemented, Client will continue to receive invoices from Quest that will be labeled as "For Notification Purposes Only. We will automatically draft your account for the amount detailed below [.]"

Client (initial): _____

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-03
AMENDMENT NO. 1**

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2505
Quest Media & Supplies, Inc.

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-03 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Quest Media & Supplies, Inc. or with an Authorized Reseller as indicated below:

Orders placed with Quest Media & Supplies, Inc.

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
9000 Foothills Blvd, Suite 100
Roseville, CA 95747

Contact: Customer Service
Phone: 916-338-7070
Fax No.: 916-344-5924
E-mail: NASPOValuePoint@questsys.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Allgress, Inc.
111 Lindbergh Avenue, Suite F, Livermore, CA 94551

Contact: Michelle Torrey
Phone: 925-699-6304
Fax No.: N/A
E-mail: michelle.torrey@allgress.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o DataEndure
1960 Zanker Road, B10, San Jose, CA 95112

Contact: James Silva
Phone: 916-718-2276
Fax No.: 408-734-3343
E-mail: jsilva@dataendure.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Dimension Data North America, Inc.
11006 Rushmore Drive, Suite 30, Charlotte, NC 28277

Contact: Julie Campbell
Phone: 775-737-1939
Fax No.: 925-470-2526
E-mail: julie.campbell@dimensiondata.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Jive Communications, Inc.
1275 W 1600 N, Suite 100, Orem, UT 84057

Contact: Kurt Snodgrass
Phone: 405-355-2559
Fax No.: 405-355-2559
E-mail: jivenaspo@jive.com

SUBMIT ORDERS TO:

Quest Media & Supplies, Inc.
c/o Pondera Solutions Inc.
11290 Pyrites Way, Suite 100, Gold River, CA 95670

Contact: Sharie Kirsch
Phone: 703-628-8703
Fax No.: N/A
E-mail: skirsch@ponderasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

Participating Addendum No. 7-17-70-40-03
Amendment #1
Quest Media & Supplies, Inc.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

Participating State:

State of California,
Department of General Services

By: 

Name: Amanda Shell

Title: Deputy Director

Date: 12/21/2017

Contractor:

Quest Media & Supplies, Inc.

By: 

Name: Ryan O'Keeffe

Title: Director of Managed Services

Date: 12/18/17



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-965

Eastern Sierra Area Agency on Aging Advisory Council Appointment

Health & Human Services - ESAAA

ACTION REQUIRED

ITEM SUBMITTED BY

Tyler Davis, Administrative Secretary III

ITEM PRESENTED BY

Morningstar Willis-Wagoner, Deputy Director, Public Assistance and Aging

RECOMMENDED ACTION:

- A) Reappoint Ms. Sandra Lund and Mr. Roger Rasche each to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2026; and
B) Appoint Ms. Laura Janoff to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

All Area Agencies on Aging (AAA) are required by statute to have an Advisory Council. The purpose of such an Advisory Council, pursuant to Section 9402 of the Older Californians Act, is to be "a principal advocate body on behalf of older individuals within a planning and service area," and "shall provide advice and consultation on issues affecting the provision of services provided locally to older individuals."

Your Board adopted bylaws in October 2012 for the new Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council with a membership of nine (9), including one Board of Supervisors member, who is appointed annually. In December 2024, four (4) current member terms expire, along with three (3) unfilled vacancies. A recent recruitment resulted in Sandra Lund, Roger Rasche, and Laura Janoff requesting reappointment and a new appointment. Seven vacancies were advertised, but only three (3) requests for appointment were received, and one incumbent announced she would not be applying for a new term. The department respectfully requests your Board reappoint Sandra Lund and Roger Rasche to the ESAAA Advisory Council. The department respectfully requests your Board appoint Laura Janoff to the ESAAA Advisory Council. The Department will also request the Board Clerk issue a Notice of Vacancy for the remaining vacancies in the future.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to fill the vacant seats with the applicants. This is not recommended as doing so would result in seven vacancies remaining unfilled.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Tyler Davis	Created/Initiated - 12/6/2024
Darcy Ellis	Approved - 12/6/2024
Morningstar Willis-Wagoner	Approved - 12/6/2024
Anna Scott	Approved - 12/6/2024
Melissa Best-Baker	Approved - 12/6/2024
Nate Greenberg	Final Approval - 12/10/2024

ATTACHMENTS:

1. 10.2024 Laura Janoff Letter of Interest
2. 10.2024 Roger Rasche Letter of Interest
3. 10.2024 Sandra Lund Letter of Interest

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Laura Janoff Address: 843 N Barlow Lane, Spc 4, Bishop, CA 93514
Home Telephone: n/a Mobile Telephone: 760-937-8407
E-mail: ljanoff17@gmail.com Date: 10/21/2024

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☐ American Indian or Alaska Native ☐ Asian
☒ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

Targeting efforts shall be made to ensure membership includes individuals from the following categories

(Please check all that apply):

- ☐ Low income older adults
☐ Disabled persons
☒ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☒ Individuals with leadership expertise in private/voluntary sectors
☐ Other: _____

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

I have been employed as an Advocate Paralegal at California Indian Legal Services since October of 2021. My area of expertise is working in the Inyo Mono Senior Legal Program. When I lived in Mammoth Lakes, I volunteered for many years at Disabled Sports of the Eastern Sierra. Since moving to Bishop in March of 2020, I have been looking for a place to offer volunteer time and wish to serve the elder community. The ESAAA Advisory Council would be a good fit for me if you accept my application.

Signature:  Date: 10/21/2024

Please return completed form to: Eastern Sierra Area Agency on Aging
1360 N. Main Street, Suite 201
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: Roger Rasche Address: P.O. Box 70 Lone Pine, CA 93545
Home Telephone: 909 Paul 1-760-878-8578 Mobile Telephone: _____
E-mail: 90 STATH Am HALL Date: _____

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

<input type="checkbox"/> African American	<input type="checkbox"/> American Indian or Alaska Native	<input type="checkbox"/> Asian
<input checked="" type="checkbox"/> Caucasian/White	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Multiracial
<input type="checkbox"/> Native Hawaiian or Pacific Islander	<input type="checkbox"/> Other: _____	

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

- ☒ Low income older adults
☐ Disabled persons
☐ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☐ Individuals with leadership expertise in private/voluntary sectors
☒ Other: VOLUNTEER SENIOR CENTER LONE PINE

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

*I've been on for several years
and served as Chair of Advisory Council
for several of them -*

Vice Chair

Signature: Roger R. Rasche Date: 10/15/2024

Please return completed form to: Eastern Sierra Area Agency on Aging
1360 N. Main Street, Suite 201
Bishop, CA 93514
Phone: (760) 873-3305 Fax: (760) 873-6505

LETTER OF INTEREST
IN SERVING AS A MEMBER OF THE
EASTERN SIERRA AREA AGENCY ON AGING (ESAAA) ADVISORY COUNCIL

The ESAAA Advisory Council shall be comprised of nine (9) total members from the service area of Inyo and Mono Counties. At least 50% of the appointed members shall be aged 60 or above, including minority individuals and older individuals residing in rural areas. Cross-generational representation also is encouraged. Members may not be employed by an entity currently in a subcontracting relationship with ESAAA.

Name: SAUDRA LUND Address: PO Box 62 BIG PINE, CA 93513
Home Telephone: 760 9382343 Mobile Telephone: 760 614 0143
E-mail: slund43@yahoo.com Date: 9/20/2024

The following information will be used to ensure compliance with the requirements of the Older Americans Act, the California Code of Regulations and the California Department of Aging.

Age: 60 or over ☒ Under 60 ☐

Ethnicity (Please check only one):

☐ African American ☐ American Indian or Alaska Native ☐ Asian
☒ Caucasian/White ☐ Hispanic or Latino ☐ Multiracial
☐ Native Hawaiian or Pacific Islander ☐ Other: _____

Targeting efforts shall be made to ensure membership includes individuals from the following categories (Please check all that apply):

☒ Low income older adults
☐ Disabled persons
☐ Supportive services provider
☐ Health care provider
☐ Family caregiver defined as either (1) an adult family member, or other individual, who is an informal provider of in-home and community care to an older individual with Alzheimer's disease or a related disorder with neurologic and organic brain dysfunction; or (2) a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older and who lives with the child, is the primary caregiver of the child, and has a legal relationship with the child such as legal custody, guardianship or raising the child informally.
☐ Individuals with leadership expertise in private/voluntary sectors
☐ Other: _____

Please provide a brief statement expressing your interest in serving as an Advisory Council member:

Current Chairperson

Signature: Sandra Lund Date: 9/20/2024

Please return completed form to: Eastern Sierra Area Agency on Aging
1360 N. Main Street, Suite 114
Bishop, CA 93514
Phone: (760) 872-0902 Fax: (760) 872-4950



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-928

Lower Owens River Project 2023-2024 Annual Accounting Report Approval Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Approve the 2023-2024 Lower Owens River Project Annual Accounting Report

BACKGROUND / SUMMARY / JUSTIFICATION:

The County entered into an agreement with the Los Angeles Department of Water and Power (LADWP) to jointly fund the monitoring, operations, and maintenance of the Lower Owens River Project (LORP) in perpetuity. This agreement, known as the Post Implementation Agreement (PIA), was adopted by the City of Los Angeles Board of Water and Power Commissioners on May 18, 2010 (Resolution 110-323), and approved by the Inyo County Board of Supervisors on June 8, 2010.

The original PIA expired on July 11, 2022, but was extended for two years by Amendment No. 1, approved by the Board of Supervisors on July 5, 2022. Amendment No. 2, approved by your Board on June 25, 2024, further extended the PIA through July 22, 2026.

PIA Requirements

The PIA mandates an annual accounting report to be submitted to the governing entities by October 31, detailing work performed under the prior year's approved LORP Work Plan and Budget (Work Plan), as well as the costs incurred by each party.

The primary purpose of the annual accounting report is to inform the development of the next fiscal year's Work Plan and Budget. Both the County of Inyo and LADWP share responsibility for the costs and activities outlined in Section II.J.3.b of the PIA. If either party fulfills its assigned tasks as specified, it is considered compliant with the agreement, and no reconciliation is required for discrepancies in hours or costs, except in cases of contracted work under budget. That is, there is no reconciliation of hours or costs even if an annual accounting report or audit shows that the Party expended more time in performing the work than was estimated. An exception to this rule allows reconciliation for contract work that was performed for less than the amount budgeted. In this case, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether the County should make a payment to LADWP. The Accounting Report will specify the account to be credited or debited (Post Implementation LORP Credit and/or LORP Trust Account; PIA Section II.J.3.c).

2023-2024 LORP Work Plan and Budget

The 2023-2024 Work Plan and Budget, which was adopted by the Inyo/LA Technical Group on July 5, 2023, and approved by the Board of Supervisors on July 18, 2023, outlined tasks including Hydrologic Flow Monitoring, Biological and Water Quality Monitoring, Operations and Maintenance, Range Monitoring, and Adaptive Management. All tasks were satisfactorily completed, and both parties fulfilled their respective work assignments.

The 2023-2024 LORP budget was \$1,051,776.94. The County's projected contribution was \$105,875.00 and LADWP's was \$945,901.94. Actual expenditures for the County were \$90,873.35, and \$474,824.18 for LADWP (Accounting Report Table 1).

LADWP overestimated its costs by 50% (\$471,077.76), primarily due to overestimating potential damages from 2023-2024's extreme runoff. Repairs and infrastructure upgrades completed in 2017, in response to the 2016-2017 snowpack, successfully mitigated the need for significant work in 2023-2024. In 2017, significant work was necessary because no comparable measures to protect infrastructure in the LORP area had been undertaken in over 50 years. The County overestimated its costs by 14% (\$15,001.65) due to lower than expected costs for mosquito abatement and below budgeted costs for contracted aerial imagery.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	LORP Credit/LORP Trust (504103)
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The County budgeted \$105,875.00 from the LORP Trust Account to fund a portion of LORP expenses. LADWP budgeted \$945,901.94. Under the LORP Funding Agreement, LADWP will increase or decrease the County's LORP Credit by the difference of the two parties' budgets divided by two. In 2023-2024, The county's contract for aerial imagery came out \$1,150 under budget. This amount divided by two (\$575) is credited to both parties. The resulting 2023-2024 credit reduction of \$419,438.47 exceeds the remaining credit balance of \$408,282, resulting in a shortfall of \$11,156.43. Consequently, the County is required to pay LADWP this amount from the Trust. As of December 2, 2024, the LORP Credit Account has a balance of \$0 and the LORP Trust balance as of October 31, 2024, was \$2,111,667.42.

Future Fiscal Year Impacts

The LORP Credit is depleted; the Trust will henceforth be used to cover the County's share of the LORP. Based on current projections, the Trust is expected to be depleted after fiscal year 2027-2028, at which point the County will need to identify an alternative funding source for the LORP.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The alternative would be to not approve the accounting report. This is not recommended as the accounting report is the last step in wrapping up the work performed for the 2023-2024 fiscal year. The work has already been completed; the report is to account for actual expenses and identify differences between budgeted and actual expenditures.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 12/2/2024
Darcy Ellis	Approved - 12/2/2024
Holly Alpert	Approved - 12/5/2024
John Vallejo	Approved - 12/5/2024
Amy Shepherd	Approved - 12/10/2024
Nate Greenberg	Final Approval - 12/12/2024

ATTACHMENTS:

1. 2023-2024 LORP Accounting Report

Lower Owens River Project 2023-2024 Fiscal Year Work Plan Annual Accounting Report

Prepared by Inyo County Water Department
&
Los Angeles Department of Water and Power

November 18, 2024

Executive Summary

The Agreement Between the County of Inyo and the City of Los Angeles Department of Water and Power Concerning Operation and Funding of the Lower Owens River Project (PIA) requires that an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work, be submitted to the governing board of each Party or the Party's designee by October 31. The 2023-2024 Lower Owens River Project (LORP) Work Plan and Budget contained various categories of tasks under maintenance and monitoring, including operations and maintenance, hydrologic monitoring, biological/water quality monitoring, range monitoring, mosquito abatement, noxious species control, rodent control, and adaptive management.

Background

The PIA was adopted by the City of Los Angeles Board of Water and Power Commissioners (LADWP Board) on May 18, 2010, through Resolution 010-323, and approved by the Inyo County Board of Supervisors on June 8, 2010. It was amended for a two-year extension by the Inyo County Board of Supervisors July 5, 2022, and by the LADWP Board on September 13, 2022, through Resolution 023-048. The PIA sunset on July 11, 2022, but was extended by agreement of the LADWP and Inyo County Boards for two years and expired July 10, 2024. Another 2-year extension of the PIA was ratified by Inyo County Board of Supervisors on June 25, 2024 and by LADWP's Board on October 8, 2024. This extension will expire July 10, 2026.

The PIA requires that an annual accounting report that describes the work performed pursuant to the previous year's approved Work Plan, and the costs incurred by each Party in performing such work, shall be submitted to the governing board of each Party or the Party's designee. The accounting report will identify the difference, if any, between the actual costs incurred by each Party and the actual work performed by each Party as compared to the costs and work for that Party that were identified in that year's approved Work Plan and Budget (PIA Section II.J.3.a). The purpose of the accounting report is to inform the preparation of future work plans.

Inyo County and the Los Angeles Department of Water and Power (LADWP) are jointly responsible for the costs and activities specified in PIA Section II.J.3.b. If a Party fully performs the share of the work allocated to it in the annual Work Plan budget, that party is in compliance with this agreement. Further, except for payments to contractors, there shall be no reconciliation of hours or costs even if an annual accounting report or audit show that the Party expended more time in performing the work than was estimated.

If an annual accounting report shows that the amount paid by a Party for contract services and/or contract work was less than the amount budgeted for the contract services and/or contract work, to reconcile the change with the approved budget, the accounting report will specify whether a payment should be made by LADWP to the County or whether a debit from the Post Implementation Credit and/or Trust Account or whether the County should make a payment to LADWP.

2022-2023 Accounting and Adjustment

The 2023-2024 LORP Work Plan and associated \$1,051,776.94 budget was adopted by the Inyo/LA Technical Group on June 5, 2023. Inyo County's budgeted contribution was \$105,875.00 and LADWP's was \$945,901.94. Actual expenditures were \$565,697.53, with Inyo County contributing \$90,873.35 and LADWP \$474,824.18 (Table 1).

In total, the difference in budget and expenditures between the County and LADWP, split equally between the parties, is \$419,438.47. This sum will be deducted from the County's outstanding LORP credit.

Table 1. Monitoring and Adaptive Management Budget from LORP Work Plan, Budgeted vs. Actual Expenses

Inyo County	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Staff Time, Materials, and Equipment	Actual Staff Time, Materials, and Equipment	Payment/ Credit
Biologic and Water Quality	16	8	\$0.00	\$0.00	
Mosquito Abatement	-	-	\$30,000.00	\$16,148.35	
Noxious Species Control	-	-	\$50,000.00	\$50,000.00	
Adaptive Management	82	0	\$25,875.00	\$24,725.00	
Inyo County Totals	98	8	\$105,875.00	\$90,873.35	(\$419,438.47)
LADWP	Budgeted Staff Work Days	Actual Staff Work Days	Budgeted Staff Time, Materials, and Equipment	Actual Staff Time, Materials, and Equipment	
Hydrologic Monitoring	-	-	\$99,920.00	\$156,376.96	
Biologic and Water Quality	16	8	\$0.00	\$0.00	
Operations and Maintenance	-	-	\$792,465.74	\$284,298.87	
Mosquito Abatement	-	-	\$30,000.00	\$16,148.35	
Rodent Control	-	-	\$18,000.00	\$18,000.00	
Adaptive Management	82	105	\$5,516.20	\$0.00	
LADWP Totals	98	113	\$945,901.94	\$474,824.18	
Combined Total	196	121	\$1,051,776.94	\$565,697.53	
Inyo County Credit Adjustment (1/2 of the Difference in Expenditures between Inyo County and LADWP)			(\$419,438.47)		

Section 1. Budget Summary by Individual Work Group

Operations and Maintenance, LADWP

Operation activities consist of setting and checking flows. Maintenance activities consist of cleaning water measurement facilities, cleaning sediment and aquatic vegetation from ditches, mowing ditch margins, and adjustments to flow control structures. Estimates of the level of effort necessary for maintenance are adjusted as required by Section II.D of the PIA, which allows that costs for maintenance of ditches, spillgates, and control structures that are above the baseline costs for facilities in the river corridor and Blackrock Waterfowl Management Area (BWMA) shall be shared. The estimated 2023-2024 costs for river corridor and BWMA facilities were \$972,247.36. This figure reduced by the combined Consumer Price Index (CPI)-adjusted baseline costs for the river corridor and BWMA facilities is \$792,465.74.

Actual costs for regular operations and maintenance activities in the LORP in the 2023-2024 fiscal year were \$469,114.38 (Table 2). This amount reduced by the CPI - adjusted baseline costs (Table 3) is \$284,298.87 (Table 2). The discrepancy in budgeted amount versus the actual cost is attributed to most of the repairs and infrastructure upgrades done in 2017 (in preparation for high flows associated with the large snowpack of winter 2016-2017) were still intact and in good condition in 2023-2024. This is counter to the situation in 2017 where significant work was required to prepare for the high runoff. Prior to 2017 work in both scale and scope to prepare for such runoff had not been done for nearly 50 years. Most of the work in the 2023-2024 fiscal year focused on cleaning and maintenance of the Intake Spillgate as well as Aqueduct and Reservoir Keeper labor for patrols and flow changes for the project. The replacement of the LORP Intake Langemann gate has not been completed, although this work will occur in the future.

Hydrologic Monitoring, LADWP

LADWP budgeted a total of \$99,920.00 for hydrologic monitoring in the 2023-2024 fiscal year. The actual cost was \$156,376.96 (Table 4). The higher cost was associated with the increase in current metering associated with record snowmelt runoff and flood events.

Biological Monitoring, Inyo County and LADWP

Monitoring, analysis, and report preparation were jointly conducted by Inyo County and LADWP. Eight people days were budgeted to each agency to conduct the wetted extent monitoring for the BWMA, for a total of 16 people days (Table 5).

Range Monitoring

Range monitoring (utilization, range trend monitoring, and irrigated pasture condition scoring) described in the LORP Monitoring, Adaptive Management, and Reporting Program (MAMP) was conducted by LADWP and is not a shared cost, and was therefore not budgeted for in the 2022-2023 LORP Work Plan and Budget. However, actual person days necessary to conduct this work are shown in Table 6.

Mosquito Abatement

During the 2023-2024 Fiscal Year, \$60,000.00 (split evenly between LADWP and Inyo County) was budgeted for mosquito abatement activities to be conducted by the Owens Valley Mosquito Abatement Program. These activities include: field surveillance of potential larval habitat for mosquito production, larviciding, pupaciding, adult mosquito surveillance with light traps, mosquito borne disease surveillance, and treatment for adult mosquitoes. LADWP and Inyo County were billed a combined total of \$32,296.70 for mosquito abatement activities in the LORP in the 2023-2024 fiscal year, which is \$27,703.30 less than budgeted. The lower cost is because of limited Inyo County mosquito abatement staff.

Noxious Weeds

During the 2023-2024 fiscal year, Inyo County paid a total of \$50,000 for noxious species control in the LORP.

Table 2. LORP Operations and Maintenance Summary of Actual Expenditures

Labor		
Location/Activity	Total Labor	Total Equip
River		
Intake Spillgate	\$54,140.95	\$94,303.45
Locust Spillgate and Ditch	\$5,826.00	\$12,931.00
Georges Ditch	\$5,256.80	\$5,621.50
Alabama Spillgate	\$7,407.00	\$15,110.10
River Subtotal	\$72,630.75	\$127,966.05
Blackrock Waterfowl Management Area		
Blackrock Ditch	\$3,753.20	\$3,373.20
Patrol & Flow Changes (River and BWMA)	\$145,213.89	\$116,177.29
BWMA Subtotal	\$148,967.09	\$119,550.49
TOTALS		
River Total	\$200,596.80	
BWMA Total	\$268,517.58	
Total O and M	\$469,114.38	
CPI Adjusted O & M	\$284,298.87	

Table 3. LORP Operations and Maintenance Cost Adjustment *

		River	BWMA	Total CPI Adj
CPI adjustment		\$56,863.00	\$62,798.00	\$119,661.00
2006-2007	4.5%	\$59,421.84	\$65,623.91	\$125,045.75
2007-2008	3.1%	\$61,263.91	\$67,658.25	\$128,922.16
2008-2009	-1.3%	\$60,467.48	\$66,778.69	\$127,246.17
2009-2010	0.9%	\$61,011.69	\$67,379.70	\$128,391.39
2010-2011	0.7%	\$61,438.77	\$67,851.36	\$129,290.13
2011-2012	3.0%	\$63,281.93	\$69,886.90	\$133,168.83
2012-2013	2.1 %	\$64,610.85	\$71,354.53	\$135,965.38
2013-2014	0.4%	\$64,869.30	\$71,639.94	\$136,509.24
2014-2015	1.3%	\$65,712.60	\$72,571.26	\$138,283.86
2015-2016	1.6%	\$66,764.00	\$73,732.40	\$140,496.40
2016-2017	1.8%	\$67,965.75	\$75,059.59	\$143,025.34
2017-2018	3.6%	\$70,412.52	\$77,761.73	\$148,174.25
2018-2019	3.6%	\$72,947.37	\$80,561.15	\$153,508.52
2019-2020	3.2%	\$75,281.69	\$83,139.11	\$158,420.80
2020-2021	1.0%	\$76,034.50	\$83,970.50	\$160,005.00
2021-2022	6.0%	\$80,596.57	\$89,008.73	\$169,605.30
2022-2023	6.0%	\$85,432.37	\$94,349.26	\$179,781.62
2023-2024	2.8%	\$87,824.47	\$96,991.04	\$184,815.51

***Adjusted up or down based on the November Los Angeles-Anaheim-Riverside All Urban Consumers Price Index (https://www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm)**

Table 4. LORP Hydrologic Monitoring, Budgeted vs. Actual Expenditures

	Person days	Budgeted Labor Costs	Budgeted Equipment Costs	Total Budgeted Costs	Total Actual Costs
	HYDRO OPERATIO	HYDRO OPERATIONS			
River Stations	60	\$ 33,000	\$ 7,200	\$ 40,200	\$98,519.06
Seasonal Habitat	6	\$ 3,300	\$ 240	\$ 3,540	\$2,960.49
Off River Lakes & Ponds	7	\$ 3,850	\$ 280	\$ 4,130	\$3,545.64
Flow to Delta	8	\$ 4,400	\$ 3,320	\$ 7,720	\$18,483.62
Blackrock Waterfowl	7	\$ 3,850	\$ 3,280	\$ 7,130	\$2,637.85
Reporting Compliance	5	\$ 2,750	\$ 200	\$ 2,950	\$1,432.94
		ENGINEERING			
Reporting Compliance	60	\$ 27,000	\$ -	\$ 34,250	\$28,797.36
			Total Hydro Budget	\$99,920.00	\$156,376.96

Table 5. LORP Biological, Time Budgeted vs. Actual

Biological Monitoring Task	Budgeted Person Days			Actual Person Days		
	Total Days	Inyo Days	LA Days	Total Days	Inyo Days	LA Days
Waterfowl Area Acreage	16	8	8	16	8	8
Total Person Days on Project	16	8	8	16	8	8

Table 6. LORP Range Monitoring, Time Budgeted vs. Actual

Task	Budgeted Person Days	Actual Person Days
Utilization	45	45
Irrigated Pasture Condition	5	5
Range Trend	50	50
Analysis and Reporting	20	20
Total	120	120

Section 2. Adaptive Management

LADWP and Inyo County completed the third year of the 5-year Interim Management and Monitoring Plan in the Blackrock Waterfowl Management Area (BWMA) in the 2023-2024 fiscal year. No maintenance work was done in the fiscal year because of flooded conditions.

Table 7. BWMA Adaptive Management Actual Costs

BWMA Adaptive Management		
Location/Activity	Labor	Equipment
Black Rock-Waggoner Diversion Check Wall Replacement	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00

LADWP and Inyo County also performed five adaptive management tasks in the 2023-2024 fiscal year: 1) BWMA monitoring and reporting, 2) delta habitat area (DHA) effectiveness flow-monitoring, 3) noxious species survey and treatment, 4) tree recruitment assessment, and 5) aerial imagery capture of the river corridor. A total of 226 days were spent on task 1 through 4 and were equally divided between the organizations. The accounting of the individual adaptive management tasks are listed in Table 8. Both Inyo County and LADWP surveilled and treated noxious weeds in the LORP; mostly focusing on off-river populations of salt cedar because of flooded conditions all the river. Lastly, Focal Flight consultants captured high-resolution digital imagery of the entire length of the Lower Owens River for a total cost of \$24,725.00. \$25,875.00 was budgeted to be equally shared between Inyo County and Los Angeles for this purpose in the approved budget (Table 1 – Adaptive Management). However, Inyo County paid the full consultant cost. Los Angeles' half will be deducted from its credit balance.

Table 8. LORP Adaptive Management, Time Budgeted vs. Actual

Adaptive Management Monitoring Tasks	Budgeted Person Days			Actual Person Days		
	Total Days	Inyo Days	LA Days	Total Days	Inyo Days	LA Days
BWMA Interim Management and Monitoring Plan - Monitoring and Reporting	40	20	20	61	38	23
BWMA infrastructure inspection	2	0	2	2	0	2
Noxious species survey and treatment	60	20	40	86	0	86
Water Quality Monitoring along River	20	10	10	19	18	1
Geomorphic Changes to River	53	20	33	6	5	1
Tree recruitment assessment	35	35	0	52	52	0
Total Person Days	210	105	105	226	113	113



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-921

Approval of Resolution for Management Employees County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-45 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any prior Resolutions Pertaining to That Subject to the Extent They Are Inconsistent," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In February 2024 the Inyo County Board of Supervisors authorized a countywide classification and compensation study with the assistance of Evergreen Solutions. While the County had agreed to review the classification plan every 5-7 years, this was the first time that an independent and comprehensive analysis of the Inyo County workforce had been completed all at the same time. The Board's intent in engaging the County in this endeavor was to address chronic recruitment and retention issues throughout the organization, while also providing a consistent methodology of salary adjustments across the entire workforce.

The Evergreen analysis evaluated classifications by reviewing existing job descriptions and job analysis questionnaires completed by employees in order to assess internal equity among positions, and then compare those positions to a market composed of 13 similar organizations. This market group consisted of the counties of Amador, Calaveras, Colusa, Fresno, Glenn, Kern, Kings, Lassen, Madera, Mariposa, Mono, Plumas, San Benito, San Bernadino, Siskiyou, Tehama, Tulare, Tuolumne, and Trinity, as well as the City of Bishop, Town of Mammoth Lakes, and CalTrans.

The results of the Evergreen study generally show that while salaries at most of the entry level positions in the organization were appropriately competitive at the median level of the above-mentioned organizations, the middle and upper level positions top out in salary below similar positions within agencies in the market. Effectively, the data showed that most other organizations provide a range between the lowest and highest Step within a position of approximately 28-29%, while Inyo County only has about 21% between Step A and Step E. This data validated the challenges that Inyo County faces with retention as employees progressed within single-classification and career ladder positions and reached their top step.

Evergreen was further provided with past salary studies, market analysis, as well as the multitude of

different salary matrices which had been developed by the County as a reference to further refine their findings. With all of this info, Evergreen's recommendation proposed consolidating more than nine separate salary tables with 52 Ranges (with 5% separation between each) and five Steps (A-E with 5% separation between each) into a single new salary matrix with 34 Grades (with a 5% separation between each) and seven Steps (A-G, with a 4.46% separation between each). Doing so created two additional steps with a consistent 30% range between Step A and Step G, and made the compensation at the top step competitive with the median of those within market.

Based on the thoughtful, deliberate, and consistent approach taken by Evergreen in their study, the Inyo County Employee Association (ICEA) and Inyo County Probation Peace Officers Association (ICPPOA) both accepted the findings as part of their negotiations with the County. The Memorandums of Understanding (MOUs) for each of these units were approved by the Inyo County Board of Supervisors on December 3rd, 2024. In doing so, the findings of the Evergreen study were implemented in a manner which brought each employee into the new salary matrix at the recommended Grade, and placed them at the minimum Step required to not "do harm" to an employee in terms of their compensation moving forward. In addition to the compensation aspects of each negotiated MOU were a number of adjustments to benefits received by employees in each unit.

The resolution presented for consideration and approval in this item establishes consistency between the members of this group of Management Employees, Appointed Officials, and ICEA with respect to the implementation of the Evergreen study, as well as the set of benefits offered to that unit. Additionally, this resolution updates the list of classifications (by title) represented herein. Finally, the resolution includes standard terms, conditions, and benefits offered to members of this group instead of listing those out in each employment contract.

FISCAL IMPACT:

Funding Source	General Fund & Non-General Fund	Budget Unit	Various
Budgeted?	Yes	Object Code	Various
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The benefits portion (excluding salary) of this Resolution may cost an additional \$21,000 for the period between January 1, 2024 and June 30, 2025, of which 55% or \$11,550 is from the General Fund. Note that salary costs are fully represented as part of agenda item #16 "Approval of Personal Services Contracts for Appointed Official Employees and Management Employees."

Future Fiscal Year Impacts

The benefits portion (excluding salary) of this Resolution may additionally cost \$42,000 for the period between July 1, 2025 and June 30, 2026, of which approximately \$23,100 is from the General Fund.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this resolution and instead direct staff to develop alternative options. This is not recommended as it would impact the members of this group by effectively withholding the set of benefits being offered to members of the Inyo County Employee Association (ICEA) which this group is normally kept consistent with. Additionally, this resolution is referred to in several of the contracts being considered later on this agenda. Should the Board choose not to approve this item, the associated contracts would also not be able to be approved.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Denelle Carrington	Created/Initiated - 12/12/2024
Darcy Ellis	Approved - 12/12/2024
Denelle Carrington	Approved - 12/12/2024
Keri Oney	Approved - 12/12/2024
John Vallejo	Approved - 12/13/2024
Amy Shepherd	Approved - 12/13/2024
Nate Greenberg	Final Approval - 12/13/2024

ATTACHMENTS:

1. Management Resolution No. 2024-45

RESOLUTION NO. 2024-45

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment, and conditions of employment of all County employees; and

WHEREAS, there are Management employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

ASSISTANT ASSESSOR
ASSISTANT AUDITOR-CONTROLLER
ASSISTANT CHIEF INFORMATION OFFICER
ASSISTANT CLERK-RECORDER
ASSISTANT COUNTY ADMINISTRATIVE OFFICER
ASSISTANT COUNTY COUNSEL
ASSISTANT DIRECTOR OF RISK MANAGEMENT
ASSISTANT DISTRICT ATTORNEY
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR
ASSISTANT PERSONNEL DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR
ASSISTANT TREASURER-TAX COLLECTOR
BROADBAND COORDINATOR
CHIEF INFORMATION OFFICER
DEPUTY CHIEF PROBATION OFFICER
DEPUTY COUNTY ADMINISTRATIVE OFFICER
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND PREVENTION
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES

PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS
PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE MANAGEMENT
PUBLIC WORKS DEPUTY DIRECTOR – ROADS
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER
SENIOR DEPUTY DISTRICT ATTORNEY
UNDERSHERIFF

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as "Management Employees."

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions with regard to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORK WEEK

The County-designated standard workweek begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. The obligation of a Management Employee to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied

schedule. In planning their work schedule, Management Employees will coordinate and make arrangements to fulfill the requirements of the services and work which are necessary.

- b. Employees on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management employees may be assigned, and/or may request that their Department Head recommend to the CAO to work an alternative work schedule.
 - Such alternative work schedules may include a “4/10s” schedule (four consecutive ten-hour workdays per County-designated standard workweek) A “4/10s” schedule shall consist of no more than forty (40) hours during the County-designated standard workweek, as applicable, which may be at hours other than traditionally scheduled for the assigned shift.
 - Such alternative work schedules may include a “9/80” schedule, where 80 hours are worked over 9 workdays during the County-designated pay period. A “9/80” schedule shall consist of no more than forty (40) hours during the County-designated alternative workweek. The designated workweek for a “9/80” schedule will be outlined and agreed upon in the Altered Work Schedule Request Form and must comply with all FLSA requirements.

As approved by the County Administrative Officer, in his/her sole discretion, other alternative schedules may be assigned or accepted upon request.

- d. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Management Employees are FLSA Exempt employees and shall not be paid or provided compensatory time for overtime worked.

ARTICLE 6. STANDBY COMPENSATION

The County shall extend to Management Employees requested by their department head to serve in an after-hours response capacity, the same Standby compensation as provided to members of the Inyo County Employees Association (ICEA). Any future adjustments to the Standby compensation for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 7. SALARIES

- a. Salaries: Management Employees shall be paid a monthly salary as set forth in below, and be

subject to the salary grades and steps as set forth in the publicly available pay schedule maintained by the County on its website, and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees. All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index Urban Wage Earners and Clerical Workers. The COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

TITLE	MONTHLY SALARY
ASSISTANT ASSESSOR	\$9,678.41
ASSISTANT AUDITOR-CONTROLLER	\$10,560.97
ASSISTANT CHIEF INFORMATION OFFICER	\$11,764.16
ASSISTANT CLERK-RECORDER	\$8,778.60
ASSISTANT COUNTY ADMINISTRATIVE OFFICER	\$13,688.89
ASSISTANT COUNTY COUNSEL	\$14,937.17
ASSISTANT DIRECTOR OF RISK MANAGEMENT	\$11,764.16
ASSISTANT DISTRICT ATTORNEY	\$11,911.11
ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR	\$10,781.05
ASSISTANT PERSONNEL DIRECTOR	\$11,764.16
ASSISTANT PUBLIC WORKS DIRECTOR	\$11,261.88
ASSISTANT TREASURER-TAX COLLECTOR	\$9,579.11
BROADBAND COORDINATOR	\$17,026.22
CHIEF INFORMATION OFFICER	\$14,937.17
DEPUTY CHIEF PROBATION OFFICER	\$10,560.97
DEPUTY COUNTY ADMINISTRATIVE OFFICER	\$10,560.97
EXECUTIVE DIRECTOR OF REGIONAL COORDINATION	\$7,962.45
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – BEHAVIORAL HEALTH	\$8,869.60
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL OPERATIONS	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC ASSISTANCE AND AGING	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – PUBLIC HEALTH AND PREVENTION	\$10,560.97
HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – SOCIAL AND PLACEMENT SERVICES	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – AIRPORTS	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – BUILDING AND GROUNDS	\$10,560.97
PUBLIC WORKS DEPUTY DIRECTOR – RECYCLING AND WASTE MANAGEMENT	\$8,869.60
PUBLIC WORKS DEPUTY DIRECTOR – ROADS	\$10,560.97
SENIOR DEPUTY COUNTY ADMINISTRATIVE OFFICER	\$10,781.05
SENIOR DEPUTY DISTRICT ATTORNEY	\$12,162.77
UNDERSHERIFF	\$13,328.00

- b. Longevity Pay: The County shall extend to Management Employees the same Longevity Pay as

provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Longevity Pay for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

- c. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8. CLOTHING/UNIFORM ALLOWANCE

The County shall extend to Management Employees, excluding the Undersheriff and Deputy Chief Probation Officer, a \$250.00 annual Clothing Allowance. Annual payments will be made at the time of this resolution's approval and subsequently during the first pay period in July each year. For newly hired Management Employees, the Clothing Allowance will be paid during their first pay period of employment and then in the first pay period of July in subsequent years. The Clothing Allowance is taxable as required by law and is not reportable as compensation to CalPERS.

The County shall extend to the Deputy Chief Probation Officer the same Uniform Allowance provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Uniform Allowance for ICPPOA members shall automatically apply to the Deputy Chief Probation Officer on an equivalent basis, unless otherwise specified by the County.

ARTICLE 9. INSURANCE/HEALTHCARE BENEFITS

The County shall extend to Management Employees, excluding the Undersheriff and the Deputy Chief Probation Officer, the same Healthcare Benefits provided to members of the Inyo County Employee Association (ICEA). Any future changes or enhancements to Healthcare Benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Undersheriff the same Insurance Benefits provided to members of the Inyo County Law Enforcement Administrators Association (ICLEAA). Any future changes or enhancements to Insurance Benefits for ICLEAA members shall automatically apply to the Undersheriff on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Deputy Chief Probation Officer the same Insurance Benefits provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Insurance Benefits for ICPPOA members shall automatically apply to the Deputy Chief Probation Officer on an equivalent basis, unless otherwise specified by the County.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

The County shall extend to Management Employees the same Flexible Benefit Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Flexible Benefit Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

The County shall extend to Management Employees the same Short-Term Disability Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Short-Term Disability Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Management Employees.

ARTICLE 13. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to an available sick leave bank, without complying with any donation limits.
- c. Management Employees may donate directly to an employee. Management Employees may only donate 80 hours per calendar year.

ARTICLE 14. VACATION LEAVE

The County shall extend to the Management Employees, the same Vacation Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Vacation Leave benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 15. FLEXIBLE & ADMINISTRATIVE LEAVE

The County shall extend to Management Employees the same Flexible Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Flexible Leave benefits for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

Management Employees are entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value. For the first fiscal year of a new employment Agreement, Management Employees shall have the current balance of administrative hours, if any, roll over from their current position, and any other expiring leave shall be similarly rolled over. In no event

shall Management Employees be entitled to more than eighty (80) paid administrative hours in any given year regardless of a change in position within, or a new contract with, the County. Paid administrative leave shall be prorated in a manner consistent with Flexible Leave benefits.

ARTICLE 16. HOLIDAYS

- a. The County shall extend to Management Employees, excluding the Undersheriff, the same Recognized Holiday as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Recognized Holiday for ICEA members shall automatically apply to Management Employee.
- b. Management Employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 17. RETIREMENT PROVISIONS

The County shall extend to Management Employees the same Retirement Provisions as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Retirement Provisions for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 18. PERSONNEL RULES

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program.

ARTICLE 20. PERFORMANCE EVALUATIONS

The County shall extend to Management Employees the same Performance Evaluation procedures and criteria as provided to members of the Inyo County Employees Association (ICEA). Any

future changes or enhancements to Performance Evaluation processes for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 21. DRUG-FREE WORKPLACE / DOT DRUG TESTING POLICY

The County will enforce its Alcohol and Drug Abuse policy.

The County will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with law.

ARTICLE 22. EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

The County shall extend to Management Employees the same Employee Training and Tuition Assistance benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Employee Training and Tuition Assistance Program for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 23. SMOKING

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

ARTICLE 24. MISTAKEN OVERPAYMENT

In the event of an overpayment due to any mistake or inadvertence, the County shall apply the same process for the recovery of the overpayment to Management Employees as is provided to members of the Inyo County Employees Association (ICEA). Any future changes or adjustments to the procedure for handling mistaken overpayments for ICEA members shall automatically apply to Management Employees on an equivalent basis, unless otherwise specified by the County.

ARTICLE 25. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management Employees may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 26. SEPARABILITY

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

This Resolution shall be in full force and effect from now until amended or rescinded.

PASSED AND ADOPTED this 10th day of December 2024 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-922

Approval of Resolution for Appointed Officials County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-46 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2006-06 and 2024-31 and Setting Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In February 2024 the Inyo County Board of Supervisors authorized a countywide classification and compensation study with the assistance of Evergreen Solutions. While the County had agreed to review the classification plan every 5-7 years, this was the first time that an independent and comprehensive analysis of the Inyo County workforce had been completed all at the same time. The Board's intent in engaging the County in this endeavor was to address chronic recruitment and retention issues throughout the organization, while also providing a consistent methodology of salary adjustments across the entire workforce.

The Evergreen analysis evaluated classifications by reviewing existing job descriptions and job analysis questionnaires completed by employees in order to assess internal equity among positions, and then compare those positions to a market composed of 13 similar organizations. This market group consisted of the counties of Amador, Calaveras, Colusa, Fresno, Glenn, Kern, Kings, Lassen, Madera, Mariposa, Mono, Plumas, San Benito, San Bernadino, Siskiyou, Tehama, Tulare, Tuolumne, and Trinity, as well as the City of Bishop, Town of Mammoth Lakes, and CalTrans.

The results of the Evergreen study generally show that while salaries at most of the entry level positions in the organization were appropriately competitive at the median level of the above-mentioned organizations, the middle and upper level positions top out in salary below similar positions within agencies in the market. Effectively, the data showed that most other organizations provide a range between the lowest and highest Step within a position of approximately 28-29%, while Inyo County only has about 21% between Step A and Step E. This data validated the challenges that Inyo County faces with retention as employees progressed within single-classification and career ladder positions and reached their top step.

Evergreen was further provided with past salary studies, market analysis, as well as the multitude of different salary matrices which had been developed by the County as a reference to further refine their

findings. With all of this info, Evergreen’s recommendation proposed consolidating more than nine separate salary tables with 52 Ranges (with 5% separation between each) and five Steps (A-E with 5% separation between each) into a single new salary matrix with 34 Grades (with a 5% separation between each) and seven Steps (A-G, with a 4.46% separation between each). Doing so created two additional steps with a consistent 30% range between Step A and Step G, and made the compensation at the top step competitive with the median of those within market.

Based on the thoughtful, deliberate, and consistent approach taken by Evergreen in their study, the Inyo County Employee Association (ICEA) and Inyo County Probation Peace Officers Association (ICPPOA) both accepted the findings as part of their negotiations with the County. The Memorandums of Understanding (MOUs) for each of these units were approved by the Inyo County Board of Supervisors on December 3rd, 2024. In doing so, the findings of the Evergreen study were implemented in a manner which brought each employee into the new salary matrix at the recommended Grade, and placed them at the minimum Step required to not "do harm" to an employee in terms of their compensation moving forward. In addition to the compensation aspects of each negotiated MOU were a number of adjustments to benefits received by employees in each unit.

The resolution presented for consideration and approval in this item establishes consistency between the members of this group of Appointed Officials, Management Employees, and ICEA with respect to the implementation of the Evergreen study, as well as the set of benefits offered to that unit. Additionally, this resolution updates the list of classifications (by title) represented herein. Finally, the resolution includes standard terms, conditions, and benefits offered to members of this group instead of listing those out in each employment contract.

FISCAL IMPACT:

Funding Source	General Fund (60%) / Non-General Fund and Grant Funded (40%)	Budget Unit	Various
Budgeted?	Yes	Object Code	Various
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The benefits portion (excluding salary) of this Resolution may additionally cost \$13,850 for the period between January 1, 2025 and June 30, 2025, of which 60% or \$8,310 is from the General Fund. General Fund. Note that salary costs are fully represented as part of agenda item #16 "Approval of Personal Services Contracts for Appointed Official Employees and Management Employees."

Future Fiscal Year Impacts

The benefits portion (excluding salary) of this Resolution may additionally cost \$20,200 for the period between July 1, 2025 through June 30, 2026, of which 60% or \$12,120 is from the General Fund.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this resolution and instead direct staff to develop alternative options. This is not recommended as it would impact the members of this group by effectively withholding the set of benefits being offered to members of the Inyo County Employee Association (ICEA) which this group is normally kept consistent with. Additionally, this resolution is referred to in several of the contracts being considered later on this agenda. Should the Board choose not to approve this item, the associated contracts would also not be able to be approved.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Denelle Carrington	Created/Initiated - 12/12/2024
Darcy Ellis	Approved - 12/12/2024
Denelle Carrington	Approved - 12/12/2024
Keri Oney	Approved - 12/12/2024
John Vallejo	Approved - 12/13/2024
Amy Shepherd	Approved - 12/13/2024
Nate Greenberg	Final Approval - 12/13/2024

ATTACHMENTS:

1. Appointed Officials Resolution No. 2024-46

RESOLUTION NO. 2024-46

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2006-06
and 2024-31 AND SETTING SALARY AND/OR TERMS AND CONDITIONS OF
EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN THE SEVERAL
OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officials are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for Appointed Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby rescinds Resolution 2006-06 and 2024-31;

BE IT FURTHER RESOLVED that the compensation, tenure, appointment, terms and conditions of employment for Appointed Officials shall be as set forth in the Articles below:

BE IT FURTHER RESOLVED that the compensation, tenure, appointment and conditions of employment for the following Appointed Officials shall be as set forth in the Articles below:

AGRICULTURAL COMMISSIONER AND DIRECTOR OF WEIGHTS AND MEASURES AND COUNTY PESTICIDE USE ENFORCEMENT OFFICER
CHILD SUPPORT DIRECTOR
COUNTY ADMINISTRATIVE OFFICER
COUNTY COUNSEL
ENVIRONMENTAL HEALTH DIRECTOR
HEALTH AND HUMAN SERVICES DIRECTOR
PLANNING DIRECTOR
PROBATION CHIEF OFFICER
PUBLIC WORKS DIRECTOR
WATER DIRECTOR

ARTICLE 1. RECOGNITION

The County of Inyo (hereinafter called the “County”) has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Appointed Officials not represented by any employee bargaining unit. This Resolution applies to those positions listed above.

Persons in these positions are hereinafter referred to as “Appointed Officials”.

ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS

This Resolution supersedes all prior Resolutions regarding Appointed Officials covered by this Resolution to the extent they are inconsistent herewith.

ARTICLE 3. NON-DISCRIMINATION

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. Appointed Officials shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

Section 3. Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

ARTICLE 4. WORKDAY AND WORKWEEK

The County-designated standard workweek begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday).

- a. The Obligation of Appointed Officials is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. In planning their work schedule, Appointed Officials will coordinate and make arrangement to fulfill the requirements of the services and work which are necessary.
- b. Appointed Officials on an eight-hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Appointed Officials on a four-day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.

ARTICLE 5. OVERTIME AND COMPENSATORY TIME

Appointed Officials are FSLA Exempt employees and shall not be paid or provided compensatory time for overtime worked.

ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION

Appointed Officials are FSLA Exempt employees and shall not be paid or provided compensatory time for standby or callout.

ARTICLE 7. SALARIES

- a. Salaries: Appointed Officials shall be paid a monthly salary as set forth in below, and be subject to the salary grades and steps as set forth in the publicly available pay schedule maintained by the County on its website. All salaries shall be adjusted annually on the first full pay period following July 1 by the Cost of Living. Cost of Living shall be determined by the March-to-March change in the BLS (Bureau of Labor Statistics) Riverside – San Bernardino – Ontario Price Index Urban Wage Earners and Clerical Workers. The COLA will be no less than 0% and no more than 4% of the Urban Wage Earners and Clerical Workers.

TITLE	MONTHLY SALARY
AGRICULTURAL COMMISSIONER AND DIRECTOR OF WEIGHTS AND MEASURES AND COUNTY PESTICIDE USE ENFORCEMENT OFFICER	\$14,783.92
CHILD SUPPORT DIRECTOR	\$12,969.99
COUNTY ADMINISTRATIVE OFFICER	\$18,344.42
COUNTY COUNSEL	\$17,381.03
ENVIRONMENTAL HEALTH DIRECTOR	\$11,886.11
HEALTH AND HUMAN SERVICES DIRECTOR	\$14,937.17
PLANNING DIRECTOR	\$12,969.99
PROBATION CHIEF OFFICER	\$14,783.92
PUBLIC WORKS DIRECTOR	\$15,603.37
WATER DIRECTOR	\$11,886.11

- b. Longevity Pay: The County shall extend to Appointed Officials the same Longevity Pay as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Longevity Pay for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.
- c. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

ARTICLE 8. CLOTHING/UNIFORM ALLOWANCE

The County shall extend to Appointed Officials a \$250.00 annual Clothing Allowance. Annual payments will be made at the time of this resolution's approval and subsequently during the first pay period in July each year. For newly hired Appointed Officials, the Clothing Allowance will be paid during their first pay period of employment and then in the first pay period of July in subsequent years. The Clothing Allowance is taxable as required by law and is not reportable as compensation to CalPERS.

ARTICLE 9. HEALTHCARE BENEFITS

The County shall extend to Appointed Officials, excluding the Chief Probation Officer, the same Healthcare Benefits provided to members of the Inyo County Employee Association

(ICEA). Any future changes or enhancements to Healthcare Benefits for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

The County shall extend to the Chief Probation Officer the same Insurance Benefits provided to members of the Inyo County Probation Peace Officers Association (ICPPOA). Any future changes or enhancements to Insurance Benefits for ICPPOA members shall automatically apply to the Chief Probation Officer on an equivalent basis, unless otherwise specified by the County.

ARTICLE 10. FLEXIBLE BENEFIT PROGRAM

The County shall extend to Appointed Officials the same Flexible Benefit Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Flexible Benefit Program for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

ARTICLE 11. SHORT-TERM DISABILITY PROGRAM

The County shall extend to Appointed Officials the same Short-Term Disability Program as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Short-Term Disability Program for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

ARTICLE 12. DEFERRED COMPENSATION

County will provide deferred compensation programs for Appointed Officials.

ARTICLE 13. SICK LEAVE

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee who retires from the County may donate sick leave to an available sick leave bank, without complying with any donation limits.
- c. Appointed Officials may donate directly to an employee. Appointed Officials may only donate 80 hours per calendar year.

ARTICLE 14. VACATION LEAVE

The County shall extend to the Appointed Officials the same Vacation Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Vacation Leave benefits for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

ARTICLE 15. FLEXIBLE & ADMINISTRATIVE LEAVE

The County shall extend to Appointed Officials the same Flexible Leave benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Flexible Leave benefits for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

Appointed Officials are entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value. For the first fiscal year of a new employment Agreement, Appointed Officials shall have the current balance of administrative hours, if any, roll over from their current position, and any other expiring leave shall be similarly rolled over. In no event shall Appointed Officials be entitled to more than eighty (80) paid administrative hours in any given year regardless of a change in position within, or a new contract with, the County. Paid administrative leave shall be prorated in a manner consistent with Flexible Leave benefits.

ARTICLE 16. HOLIDAYS

- a. The County shall extend to Appointed Officials the same Recognized Holiday as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Recognized Holiday for ICEA members shall automatically apply to Appointed Officials.
- b. Appointed Officials who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

ARTICLE 17. RETIREMENT PROVISIONS

The County shall extend to Appointed Officials the same Retirement Provisions as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Retirement Provisions for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

ARTICLE 18. PERSONNEL RULES/RESOLUTION AND CONTRACT CONFLICTS

The Personnel Rules are hereby incorporated by reference.

In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

In the event of a conflict between the Personnel Rules and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

In the event of a conflict between this Resolution and an employment agreement between the County and an employee covered by this Resolution, the employment agreement shall prevail.

ARTICLE 19. EMPLOYEE ASSISTANCE PROGRAM

The County will provide an Employee Assistance Program to Appointed Officials.

ARTICLE 20. PERFORMANCE EVALUATIONS

The County shall extend to Appointed Officials the same Performance Evaluation procedures and criteria as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to Performance Evaluation processes for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

ARTICLE 21. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY

The County will enforce its Alcohol and Drug Abuse policy.

The County will enforce the Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with law.

ARTICLE 22. EMPLOYEE TRAINING AND TUITION ASSISTANCE PROGRAM POLICY

The County shall extend to Appointed Officials the same Employee Training and Tuition Assistance benefits as provided to members of the Inyo County Employees Association (ICEA). Any future changes or enhancements to the Employee Training and Tuition Assistance Program for ICEA members shall automatically apply to Appointed Officials on an equivalent basis, unless otherwise specified by the County.

ARTICLE 23. SMOKING

There shall be no smoking, vaping, or chewing of tobacco in any County facility, or County vehicle. Smoking or vaping on County property shall only be allowed in designated smoking areas.

ARTICLE 24. MISTAKEN OVERPAYMENTS

Should any Appointed Official be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the Official in question up to the amount of overpayment. However, not more than 10% of any such Official's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Official will have the option of additional amounts being deducted from any one paycheck.

ARTICLE 25. EMERGENCY WAIVER

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Appointed Official may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

ARTICLE 26. SEPARABILITY

If any portion of this Resolution 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 or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

This Resolution shall be in full force and effect from now until amended or rescinded.

PASSED AND ADOPTED this 17th day of December 2024 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley
Chairperson, Inyo County Board of Supervisors

Attest: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis, Assistant Clerk of the Board



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-919

Approval of Personal Services Contracts for Appointed Official Employees and Management Employees County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve, and authorize the Chairperson to sign, the employment agreements between the County of Inyo and: Aaron Holmberg; Abhilash Itharaju; Allison Krohn; Amy Weurdig; Anna Scott; Ashley Helms; Caroline Nott; Carolyn Phillips; Cathreen Richards; Christian Milovich; Christie Martindale; Dana Crom; Darcia Blackdeer-Lent; David Christensen; Denelle Carrington; Elaine Kabala; Fred Aubrey; Gina Ellis; Grace Weitz; Holly Alpert; Jeffrey Thomson; Jerry Oser; John Laux; John Vallejo; Julie Weier; Keri Oney; Meaghan McCamman; Melissa Best Baker; Michael Errante; Morningstar Willis-Wagoner; Nathan Greenberg; Nathan Reade; Noam Shendar; Scott Armstrong; Shannon Platt; and Stephanie Tanksley.

BACKGROUND / SUMMARY / JUSTIFICATION:

The contracts before your Board today have been updated to implement the salary recommendations of Evergreen, LLC, following a comprehensive compensation study which is more fully described in the prior agenda items for management and appointed official benefit resolutions. While this agenda item staff report does not re-state the details and rationale of how the salary adjustments at issue were arrived at, staff will here reiterate that the approval of these contracts will maintain the purpose and intent of the Board in the County's engagement of Evergreen to conduct the classification and compensation study, and will maintain the intended consistent approach in how we adjust compensation across our County workforce.

Additionally, the employment agreements have been updated from their currently existing form to remove standard benefit terms and conditions from individual agreements and instead place those provisions in the applicable Management and Appointed Resolutions in order to help ensure greater consistency in future contractual agreements. This updated approach aligns with best practices, supports equitable treatment of employees, and simplifies future administration and updates to employment terms.

The contracts and some financial information related thereto are listed below:

Employee Name	Title	New Grade	New Step	Current Monthly Salary	New Monthly Salary	Increase
Alpert, Holly	Water Director	26	A	\$11,426.00	\$11,886.11	\$460.11

Armstrong, Scott	Broadband Coordinator	28	G	\$16,765.00	\$17,026.22	\$261.22
Aubrey, Fred	Assistant Public Works Director	24	B	\$10,931.00	\$11,261.88	\$330.88
Best Baker, Melissa	Health and Human Services Deputy Director - Fiscal and Special Projects	20	E	\$10,403.00	\$10,560.97	\$157.97
Blackdeer Lent, Darcia	Health and Human Services Deputy Director - Social and Placement Services	20	E	\$10,403.00	\$10,560.97	\$157.97
Carrington, Denelle	Assistant County Administrative Officer	28	B	\$13,248.00	\$13,688.89	\$440.89
Christensen, David	Senior Deputy District Attorney	22	F	\$11,757.00	\$12,162.77	\$405.77
Crom, Dana	Senior Deputy District Attorney	22	F	\$11,757.00	\$12,162.77	\$405.77
Ellis, Gina	Assistant Health and Human Services Director	24	A	\$9,906.00	\$10,781.05	\$875.05
Errante, Michael	Public Works Director	28	E	\$14,605.00	\$15,603.37	\$998.37
Greenberg, Nathan	County Administrative Officer	34	B	\$18,256.00	\$18,344.42	\$88.42
Helms, Ashley	Public Works Deputy Director - Airports	20	E	\$10,403.00	\$10,560.97	\$157.97
Holmberg, Aaron	Assistant Director of Risk Management	24	C	\$11,477.00	\$11,764.16	\$287.16
Itharaju, Abhilash	Assistant Chief Information Officer	24	C	\$11,477.00	\$11,764.16	\$287.16
Kabala, Elaine	Executive Director of Regional Coordination	16	C	\$7,770.00	\$7,962.45	\$192.45
Krohn, Allison	Assistant Assessor	20	C	\$9,557.00	\$9,678.41	\$121.41
Laux, John	Health and Human Services Deputy Director - Behavioral Health	20	A	\$8,561.00	\$8,869.60	\$308.60
Martindale, Christie	Assistant Auditor-Controller	20	E	\$10,536.00	\$10,560.97	\$24.97
McCamman, Meaghan	Deputy County Administrative Officer	20	E	\$10,403.00	\$10,560.97	\$157.97
Milovich, Christian	Assistant County Counsel	28	D	\$14,605.00	\$14,937.17	\$332.17
Nott, Caroline	Assistant Clerk-Recorder	18	C	\$8,665.00	\$8,778.60	\$113.60
Oney, Keri	Assistant Personnel Director	24	C	\$11,477.00	\$11,764.16	\$287.16
Oser, Jerry	Environmental Health Director	26	A	\$11,501.00	\$11,886.11	\$385.11
Phillips,Carolynn	Assistant Treasurer-Tax Collector	18	E	\$9,557.00	\$9,579.11	\$22.11
Platt, Shannon	Public Works Deputy Director - Roads	20	E	\$10,403.00	\$10,560.97	\$157.97
Reade, Nathan	Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer	26	F	\$14,690.00	\$14,783.92	\$93.92
Richards, Cathreen	Planning Director	26	C	\$11,501.00	\$12,969.99	\$1,468.99
Scott, Anna	Health and Human Services Director	28	D	\$14,605.00	\$14,937.17	\$332.17
Shendar, Noam	Chief Information Officer	28	D	\$14,605.00	\$14,937.17	\$332.17
Tanksley, Stephanie	Health and Human Services Deputy Director - Public Health and Prevention	20	E	\$10,403.00	\$10,560.97	\$157.97
Thomson, Jeffrey	Probation Chief Officer	26	F	\$12,638.00	\$14,783.92	\$2,145.92
Vallejo, John	County Counsel	32	C	\$16,613.00	\$17,381.03	\$768.03
Weier, Julie	Deputy Chief Probation Officer	20	E	\$10,403.00	\$10,560.97	\$157.97
Weitz, Grace	Assistant County Counsel	28	D	\$14,605.00	\$14,937.17	\$332.17
Weurdig, Amy	Child Support Director	26	C	\$12,596.00	\$12,969.99	\$373.99
Willis-Wagoner, Morningstar	Health and Human Services Deputy Director - Public Assistance and Aging	20	E	\$10,403.00	\$10,560.97	\$157.97

FISCAL IMPACT:

Funding Source	General Fund represents 55% / Non-General Fund and Grant Funded represents the remaining 45%	Budget Unit	Various
Budgeted?	Yes	Object Code	Salaries and Benefits
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$76,255 for the period between January 2, 2025 and June 30, 2025; of which approximately \$41,940 will impact the General Fund. There is sufficient funding in Personnel Contingencies to cover this increase.

Future Fiscal Year Impacts

An estimated increase of up to approximately \$485,083 (which accounts for applicable Step increases and maximum of a 4% maximum COLA) is forecast for FY 2025-2026, of which \$266,795 is in the General Fund. This amount is generally consistent through FY 27-28 (which assumes a 4% COLA each year), after which it starts decreasing slightly due to individuals reaching the G Step within the salary matrix.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve these contracts, and/or request specific modifications to individual agreements presented within that deviate from the otherwise consistent approach your Board generally intended to achieve for the County's workforce. This is not recommended as it would impact the members of this group by effectively withholding compensation from this group of employees and thereby deviating from consistently implementing the Evergreen Classification & Compensation Study across bargaining units and likely create salary compaction issues and/or other inequities among positions across the organization.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

APPROVALS:

Denelle Carrington	Created/Initiated - 12/12/2024
Darcy Ellis	Approved - 12/12/2024
Denelle Carrington	Approved - 12/12/2024
Keri Oney	Approved - 12/13/2024
John Vallejo	Approved - 12/13/2024
Denelle Carrington	Approved - 12/13/2024
Amy Shepherd	Approved - 12/13/2024
Nate Greenberg	Final Approval - 12/13/2024

ATTACHMENTS:

1. H. Alpert Contract - 12.2024
2. S. Armstrong Contract - 12.2024
3. F. Aubrey Contract - 12.2024
4. M. Best-Baker Contract - 12.2024
5. D. Blackdeer-Lent Contract - 12.2024
6. D. Carrington Contract - 12.2024
7. D. Christensen Contract - 12.2024
8. D. Crom Contract - 12.2024
9. G. Ellis Contract - 12.2024
10. M. Errante Contract - 12.2024
11. A. Helms Contract - 12.2024
12. N. Greenberg Contract - 12.2024
13. A. Holmberg Contract - 12.2024
14. A. Itharaju Contract - 12.2024
15. E. Kabala Contract 12.2024
16. A. Krohn Contract - 12.2024
17. J. Laux Contract - 12.2024
18. C. Martindale Contract - 12.2024
19. M. McCammann Contract - 12.2024
20. C. Milovich Contract - 12.2024
21. C. Nott Contract - 12.2024
22. K. Oney Contract - 12.2024
23. J. Oser Contract - 12.2024
24. C. Phillips Contract - 12.2024
25. S. Platt Contract - 12.2024
26. N. Reade Contract - 12.2024
27. C. Richards Contract - 12.2024
28. A. Scott Contract - 12.2024
29. N. Shendar Contract - 12.2024
30. S. Tanksley Contract - 12.2024
31. J. Thomson Contract - 12.2024
32. J. Vallejo Contract - 12.2024
33. J. Weier Contract - 12.2024
34. G. Weitz Contract - 12.2024
35. A. Weurdig Contract - 12.2024
36. M. Willis-Wagoner Contract - 12.2024

**AGREEMENT BETWEEN COUNTY OF INYO
AND HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS WATER DIRECTOR**

INTRODUCTION

WHEREAS, Holly Alpert (hereinafter referred to as "Department Head") has been or will be duly appointed as Water Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. Department Head shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Department Head may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Department Head receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Water Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Department Head

Holly Alpert	Name
On File	Mailing Address
On File	City and State

19. 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 HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS WATER DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPARTMENT HEAD

By: Holly Alpert
Print or Type Name

Holly Alpert
Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:16 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND [HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS WATER DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Water Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND HOLLY ALPERT
FOR THE PROVISION OF PERSONAL SERVICES
AS WATER DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Grade 26, Step A and be paid \$11886.11 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Department Heads.
3. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS BROADBAND COORDINATOR**

INTRODUCTION

WHEREAS, Scott Armstrong (hereinafter referred to as "Officer") has been or will be duly appointed as Broadband Coordinator for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Officer will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

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

B. Travel and Per Diem. Officer shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Officer may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Officer receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

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

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

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer ninety (90) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Officer

Scott Armstrong	Name
On File	Mailing Address
On File	City and State

19. 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 SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS BROADBAND COORDINATOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO


By: _____

Dated: _____

OFFICER

By: **Scott Armstrong**

Print or Type Name



Signature

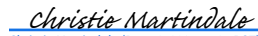
Dated: **12/09/2024**

APPROVED AS TO FORM AND
LEGALITY:




John-Carl Vallejo (Dec 9, 2024 09:08 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:



Christie Martindale (Dec 10, 2024 15:25 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:



Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS BROADBAND COORDINATOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Officer shall perform the duties and responsibilities as identified in the job description for Officer incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SCOTT ARMSTRONG
FOR THE PROVISION OF PERSONAL SERVICES
AS BROADBAND COORDINATOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

1. After commencing employment, Department Head shall be compensated at Grade 28, Step G and be paid \$17026.22 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Administrative Officer will review Officer's performance annually.
3. Except as otherwise provided in this contract, Officer shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a monthly motor vehicle allowance of \$250.00.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\

**AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PUBLIC WORKS DIRECTOR**

INTRODUCTION

WHEREAS, Fred Aubrey (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Public Works Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Public Works Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Assistant

Fred Aubrey	Name
On File	Mailing Address
On File	City and State

19. 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 FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PUBLIC WORKS DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: **Fred Aubrey** _____
Print or Type Name

Fred Aubrey _____
Fred Aubrey (Dec 10, 2024 13:31 PST)
Signature

Dated: **12/10/2024** _____

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo _____
John-Carl Vallejo (Dec 10, 2024 10:33 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale _____
Christie Martindale (Dec 10, 2024 09:42 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney _____
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PUBLIC WORKS DIRECTOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND FRED AUBREY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PUBLIC WORKS DIRECTOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 24, Step B and be paid \$11261.88 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Public Works Director will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR – FISCAL OVERSIGHT AND SPECIAL
OPERATIONS**

INTRODUCTION

WHEREAS, Melissa Best Baker (hereinafter referred to as "Deputy") has been or will be duly appointed as Health and Human Services Deputy Director - Fiscal Oversight and Special Operations for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Deputy

Melissa Best Baker	Name
On File	Mailing Address
On File	City and State

19. 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 MELISSA BEST BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - FISCAL OVERSIGHT AND SPECIAL
OPERATIONS**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Melissa Best-Baker
Print or Type Name


Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:32 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 15:13 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - FISCAL OVERSIGHT AND SPECIAL
OPERATIONS**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MELISSA BEST BAKER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - FISCAL OVERSIGHT AND SPECIAL
OPERATIONS**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Health and Human Services Director will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility, unless permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCIA BLACKDEER LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - SOCIAL AND PLACEMENT SERVICES**

INTRODUCTION

WHEREAS, Darcia Blackdeer Lent (hereinafter referred to as "Deputy") has been or will be duly appointed as Health and Human Services Deputy Director - Social and Placement Services for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy one hundred eighty (180) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Deputy

Darcia Blackdeer Lent	Name
On File	Mailing Address
On File	City and State

19. 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 DARCIA BLACKDEER LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - SOCIAL AND PLACEMENT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Darcia Blackdeer-Lent

Print or Type Name

Darcia Blackdeer-Lent

Darcia Blackdeer-Lent (Dec 9, 2024 17:24 PST)

Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo

John-Carl Vallejo (Dec 10, 2024 08:28 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale

Christie Martindale (Dec 10, 2024 09:20 PST)

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCIA BLACKDEER LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - SOCIAL AND PLACEMENT SERVICES**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DARCIA BLACKDEER LENT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - SOCIAL AND PLACEMENT SERVICES**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Health and Human Services Director will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

INTRODUCTION

WHEREAS, Denelle Carrington (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant County Administrative Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Assistant

Denelle Carrington	Name
On File	Mailing Address
On File	City and State

19. 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 DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Denelle Carrington
Print or Type Name



Denelle Carrington (Dec 10, 2024 08:01 PST)
Signature

Dated: 12/10/2024


APPROVED AS TO FORM AND
LEGALITY:


John-Carl Vallejo (Dec 10, 2024 10:35 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DENELLE CARRINGTON
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 28, Step B and be paid \$13688.89 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Administrative Officer will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND DAVID CHRISTENSEN
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY**

INTRODUCTION

WHEREAS, David Christensen (hereinafter referred to as "Deputy") has been or will be duly appointed as Senior Deputy District Attorney for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the District Attorney. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy_ 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>David Christensen</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 DAVID CHRISTENSEN
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: David Christensen
Print or Type Name

David Christensen
David Christensen (Dec 9, 2024 16:50 PST)
Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:45 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 15:07 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DAVID CHRISTENSEN
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DAVID CHRISTENSEN
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 22, Step F and be paid \$12162.77 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The District Attorney will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a monthly motor vehicle allowance of \$250.00
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND DANA CROM
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY**

INTRODUCTION

WHEREAS, Dana Crom (hereinafter referred to as "Deputy") has been or will be duly appointed as Senior Deputy District Attorney for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the District Attorney. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy_ 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>Dana Crom</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 DANA CROM
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Dana Crom
Print or Type Name

Dana Crom
Dana Crom (Dec 9, 2024 16:46 PST)
Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:44 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 15:09 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND DANA CROM
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND DANA CROM
FOR THE PROVISION OF PERSONAL SERVICES
AS SENIOR DEPUTY DISTRICT ATTORNEY**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 22, Step F and be paid \$12162.77 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The District Attorney will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a monthly motor vehicle allowance of \$250.00
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\

**AGREEMENT BETWEEN COUNTY OF INYO
AND GINA ELLIS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

INTRODUCTION

WHEREAS, Gina Ellis (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Health and Human Services Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Assistant

Gina Ellis	Name
On File	Mailing Address
On File	City and State

19. 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 GINA ELLIS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.


COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Gina Ellis
Print or Type Name



Gina Ellis (Dec 9, 2024 17:09 PST)
Signature

Dated: 12/09/2024


APPROVED AS TO FORM AND
LEGALITY:


John-Carl Vallejo (Dec 11, 2024 17:58 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:


Christie Martindale (Dec 10, 2024 09:40 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND GINA ELLIS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GINA ELLIS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 24, Step A and be paid \$10781.05 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Health and Human Services Director will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DIRECTOR**

INTRODUCTION

WHEREAS, Michael Errante (hereinafter referred to as "Department Head") has been or will be duly appointed as Public Works Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County those services and work set forth in Chapter 2.36.030 of the Inyo County Code, and more specifically as may be reflected in the job description for the Inyo County Public Works Director, which may be amended from time to time by the County. Department Head shall continue to perform all of the tasks and duties as he was assigned immediately prior to entering into this new Agreement.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. Department Head shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Department Head may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Department Head receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Department Head for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a

claim is made by Department Head for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Public Works Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Department Head

<u>Michael Errante</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPARTMENT HEAD

By: Michael Errante
Print or Type Name

Michael Errante
Michael Errante (Dec 10, 2024 13:55 PST)
Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 13:24 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND [MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Public Works Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MICHAEL ERRANTE
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Grade 28, Step E and be paid \$15603.37 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Department Heads.
3. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - AIRPORTS**

INTRODUCTION

WHEREAS, Ashley Helms (hereinafter referred to as "Deputy") has been or will be duly appointed as Public Works Deputy Director - Airports for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Public Works Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy_ 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>Ashley Helms</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - AIRPORTS**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Ashley Helms
Print or Type Name

Ashley Helms
Ashley Helms (Dec 11, 2024 19:24 PST)
Signature

Dated: 12/11/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:46 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 15:04 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - AIRPORTS**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ASHLEY HELMS
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - AIRPORTS**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Public Works Director will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND NATHAN GREENBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER**

INTRODUCTION

WHEREAS, Nathan Greenberg (hereinafter referred to as "Officer") has been or will be duly appointed as County Administrative Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

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

B. Travel and Per Diem. Officer shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Officer may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Officer receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Administrative Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Officer

Nathan Greenberg	Name
On File	Mailing Address
On File	City and State

19. 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 NATHAN GREENBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.


COUNTY OF INYO

By: _____

Dated: _____


OFFICER

By: Nate Greenberg
Print or Type Name



Signature

Dated: 12/11/2024


APPROVED AS TO FORM AND
LEGALITY:


John-Carl Vallejo (Dec 11, 2024 21:07 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND NATHAN GREENBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Officer shall perform the duties as defined in the Inyo County job description for County Administrative Officer incorporated herein by this reference and as defined in the Inyo County Code and California Government Code.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND NATHAN GREENBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Officer shall be compensated at Grade 34, Step B and be paid \$18344.42 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Officer Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Officers.
3. County will provide and maintain a motor vehicle for Officer's exclusive use as required by his twenty-four-hour emergency and professional response requirements within the County; vehicle may only be used for business purposes according to Inyo County policy and may be stored at Officer's residence.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\

**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF RISK MANAGEMENT**

INTRODUCTION

WHEREAS, Aaron Holmberg (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Director of Risk Management for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Assistant

<u>Aaron Holmberg</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF RISK MANAGEMENT**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Aaron Holmberg
Print or Type Name



Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:38 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:37 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF RISK MANAGEMENT**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT DIRECTOR OF RISK MANAGEMENT**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 24, Step C and be paid \$11764.16 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Administrative Officer will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

INTRODUCTION

WHEREAS, Abhilash Itharaju (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Chief Information Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Chief Information Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Assistant

Abhilash Itharaju	Name
On File	Mailing Address
On File	City and State

19. 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 ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Abhilash Itharaju
Print or Type Name

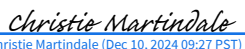

Abhilash Itharaju (Dec 9, 2024 17:35 PST)
Signature

Dated: 12/09/2024


APPROVED AS TO FORM AND
LEGALITY:


John-Carl Vallejo (Dec 10, 2024 08:27 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:


Christie Martindale (Dec 10, 2024 09:27 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ABHILASH ITHARAJU
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CHIEF INFORMATION OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 24, Step C and be paid \$11764.16 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Chief Information Officer will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

INTRODUCTION

WHEREAS, Elaine Kabala (hereinafter referred to as "Officer") has been or will be duly appointed as Executive Director of Regional Coordination for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Officer will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

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

B. Travel and Per Diem. Officer shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Officer may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Officer receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

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

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

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer ninety (90) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Officer

Elaine Kabala	Name
On File	Mailing Address
On File	City and State

19. 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 ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: Elaine Kabala
Print or Type Name

Elaine Kabala
Elaine Kabala (Dec 12, 2024 18:38 PST)
Signature

Dated: 12/12/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 13, 2024 08:24 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Officer shall perform the duties and responsibilities as identified in the job description for Officer incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ELAINE KABALA
FOR THE PROVISION OF PERSONAL SERVICES
AS EXECUTIVE DIRECTOR OF REGIONAL COORDINATION**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

1. After commencing employment, Department Head shall be compensated at Grade 16, Step C and be paid \$7962.45 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Administrative Officer will review Officer's performance annually.
3. Except as otherwise provided in this contract, Officer shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\

**AGREEMENT BETWEEN COUNTY OF INYO
AND ALLISON KROHN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT ASSESSOR**

INTRODUCTION

WHEREAS, Allison Krohn (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Assessor for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Assessor. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Assessor.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant is not be eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

County of Inyo Standard Contract
(Assistant to Elected)

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County of Inyo Standard Contract
(Assistant to Elected)

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

In the event there is a change in the incumbent holding the Office of Assessor. Assistant's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Assessor request the County terminate Assistant's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate may run concurrently with the six (6) month period following the change of the incumbent holding the Office of Assessor.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

With a copy to:

Assessor	Department
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Assistant

Allison Krohn	Name
On File	Mailing Address
On File	City and State

19. 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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County of Inyo Standard Contract
(Assistant to Elected)

**AGREEMENT BETWEEN COUNTY OF INYO
AND ALLISON KROHN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT ASSESSOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17th DAY OF December, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Allison Krohn
Print or Type Name

Allison Krohn
Allison Krohn (Dec 9, 2024 10:11 PST)
Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 08:55 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 15:15 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ALLISON KROHN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT ASSESSOR

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ALLISON KROHN
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT ASSESSOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 20, Step C and be paid \$9678.41 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Assessor will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a \$750.00 per month vehicle allowance.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN LAUX
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - BEHAVIORAL HEALTH**

INTRODUCTION

WHEREAS, John Laux (hereinafter referred to as "Deputy") has been or will be duly appointed as Health and Human Services Deputy Director - Behavioral Health for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy_ 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>John Laux</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 JOHN LAUX
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - BEHAVIORAL HEALTH**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: John Laux
Print or Type Name


Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:43 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:50 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN LAUX
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - BEHAVIORAL HEALTH

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN LAUX
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - BEHAVIORAL HEALTH**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step A and be paid \$8869.60 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Health and Human Services Director will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTIE MARTINDALE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT AUDITOR-CONTROLLER**

INTRODUCTION

WHEREAS, Christie Martindale (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Auditor-Controller for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Auditor-Controller. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Auditor-Controller.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant is not be eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

County of Inyo Standard Contract
(Assistant to Elected)

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County of Inyo Standard Contract
(Assistant to Elected)

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

In the event there is a change in the incumbent holding the Office of Auditor-Controller. Assistant's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Auditor-Controller request the County terminate Assistant's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate may run concurrently with the six (6) month period following the change of the incumbent holding the Office of Auditor-Controller.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

With a copy to:

Auditor-Controller	Department
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Assistant

Christie Martindale	Name
On File	Mailing Address
On File	City and State

19. 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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County of Inyo Standard Contract
(Assistant to Elected)

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTIE MARTINDALE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT AUDITOR-CONTROLLER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17th DAY OF December, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Christie Martindale
Print or Type Name

Christie Martindale
Christie Martindale (Dec 10, 2024 15:17 PST)
Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:45 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTIE MARTINDALE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT AUDITOR-CONTROLLER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTIE MARTINDALE
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT AUDITOR-CONTROLLER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Auditor-Controller will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a \$750.00 per month vehicle allowance.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATIVE OFFICER**

INTRODUCTION

WHEREAS, Meaghan McCamman (hereinafter referred to as "Deputy") has been or will be duly appointed as Deputy County Administrative Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy one hundred eighty (180) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>Meaghan McCamman</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATIVE OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Meaghan McCamman

Print or Type Name



Signature

Dated: 12/11/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:41 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:47 PST)

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEAGHAN MCCAMMAN
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY COUNTY ADMINISTRATIVE OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Administrative Officer will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility, unless permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTIAN MILOVICH
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL**

INTRODUCTION

WHEREAS, Christian Milovich (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant County Counsel for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the County Counsel. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Assistant

<u>Christian Milovich</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 CHRISTIAN MILOVICH
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Christian E. Milovich

Print or Type Name

Christian E. Milovich
Christian E. Milovich (Dec 11, 2024 17:57 PST)

Signature

Dated: 12/11/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:36 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:44 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTIAN MILOVICH
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CHRISTIAN MILOVICH
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 28, Step D and be paid \$14937.17 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Counsel will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLINE NOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CLERK-RECORDER**

INTRODUCTION

WHEREAS, Caroline Nott (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Clerk-Recorder for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Clerk-Recorder. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Clerk-Recorder.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant is not be eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

County of Inyo Standard Contract
(Assistant to Elected)

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County of Inyo Standard Contract
(Assistant to Elected)

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

In the event there is a change in the incumbent holding the Office of Clerk-Recorder. Assistant's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Clerk-Recorder request the County terminate Assistant's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate may run concurrently with the six (6) month period following the change of the incumbent holding the Office of Clerk-Recorder.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

With a copy to:

Clerk-Recorder Department

Assistant

Caroline Nott	Name
On File	Mailing Address
On File	City and State

19. 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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County of Inyo Standard Contract
(Assistant to Elected)

**AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLINE NOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CLERK-RECORDER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17th DAY OF December, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Caroline Nott
Print or Type Name


Caroline Nott (Dec 8, 2024 17:32 PST)
Signature

Dated: 12/08/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:06 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 15:20 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLINE NOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CLERK-RECORDER

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLINE NOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT CLERK-RECORDER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 18, Step C and be paid \$8778.60 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Clerk-Recorder will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a \$750.00 per month vehicle allowance.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND KERI ONEY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PERSONNEL DIRECTOR**

INTRODUCTION

WHEREAS, Keri Oney (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Personnel Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Assistant

Keri Oney	Name
On File	Mailing Address
On File	City and State

19. 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 KERI ONEY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PERSONNEL DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Keri Oney
Print or Type Name

K. Oney
Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 08:29 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:16 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Nick G...
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND KERI ONEY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PERSONNEL DIRECTOR

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND KERI ONEY
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT PERSONNEL DIRECTOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 24, Step C and be paid \$11764.16 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Administrative Officer will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND JERRY OSER
FOR THE PROVISION OF PERSONAL SERVICES
AS ENVIRONMENTAL HEALTH DIRECTOR**

INTRODUCTION

WHEREAS, Jerry Oser (hereinafter referred to as "Department Head") has been or will be duly appointed as Environmental Health Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. Department Head shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Department Head may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Department Head receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Environmental Health Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Department Head

Jerry Oser	Name
On File	Mailing Address
On File	City and State

19. 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 JERRY OSER
FOR THE PROVISION OF PERSONAL SERVICES
AS ENVIRONMENTAL HEALTH DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPARTMENT HEAD

By: Jerry Oser
Print or Type Name

Jerry Oser
Jerry Oser (Dec 9, 2024 08:57 PST)
Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:17 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JERRY OSER
FOR THE PROVISION OF PERSONAL SERVICES
AS ENVIRONMENTAL HEALTH DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Environmental Health Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JERRY OSER
FOR THE PROVISION OF PERSONAL SERVICES
AS ENVIRONMENTAL HEALTH DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Grade 26, Step A and be paid \$11886.11 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Department Heads.
3. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLYNN PHILLIPS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

INTRODUCTION

WHEREAS, Carolynn Phillips (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant Treasurer-Tax Collector for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the Treasurer-Tax Collector. As the County's Personnel Director, the County Administrative Officer will administer this contract in consultation with the Treasurer-Tax Collector.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant is not be eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

County of Inyo Standard Contract
(Assistant to Elected)

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County of Inyo Standard Contract
(Assistant to Elected)

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

In the event there is a change in the incumbent holding the Office of Treasurer-Tax Collector, Assistant's employment shall continue for a minimum of six (6) months following such change, unless grounds for termination as specified in the Inyo County Personnel Rules and Regulations is determined by the County Administrative Officer, under the advice of County Counsel, and subject to review by the Inyo County Board of Supervisors in closed session. To the extent not inconsistent with the foregoing, should the new incumbent Treasurer-Tax Collector request the County terminate Assistant's services under this Agreement without cause, and the County does so, the one hundred eighty (180) days written notice of such intent to terminate may run concurrently with the six (6) month period following the change of the incumbent holding the Office of Treasurer-Tax Collector.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

With a copy to:

Treasurer-Tax Collector	Department
-------------------------	------------

Assistant

Carolynn Phillips	Name
On File	Mailing Address
On File	City and State

19. 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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County of Inyo Standard Contract
(Assistant to Elected)

**AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLYNN PHILLIPS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17th DAY OF December, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Carolynn Phillips
Print or Type Name

Carolynn Phillips
Carolynn Phillips (Dec 12, 2024 10:47 PST)
Signature

Dated: 12/12/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:46 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 15:16 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLYNN PHILLIPS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CAROLYNN PHILLIPS
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT TREASURER-TAX COLLECTOR**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 18, Step E and be paid \$9579.11 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Treasurer-Tax Collector will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide a \$750.00 per month vehicle allowance.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - ROADS**

INTRODUCTION

WHEREAS, Shannon Platt (hereinafter referred to as "Deputy") has been or will be duly appointed as Public Works Deputy Director - Roads for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Public Works Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>Shannon Platt</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - ROADS**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Shannon Platt
Print or Type Name


Shannon Platt (Dec 10, 2024 09:17 PST)
Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 11, 2024 18:01 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:23 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - ROADS**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND SHANNON PLATT
FOR THE PROVISION OF PERSONAL SERVICES
AS PUBLIC WORKS DEPUTY DIRECTOR - ROADS**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Public Works Director will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility, unless permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY OFFICER**

INTRODUCTION

WHEREAS, Nathan Reade (hereinafter referred to as "Officer") has been or will be duly appointed as Agricultural Commissioner and Director of Weights and Measures and County Pesticide Use Enforcement Officer for the County of Inyo; and,

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall commence on January 2, 2025 for a four-year term and may be terminated as provided in section 11 below. If County does not give such notice to terminate the agreement as provided, Officer will be automatically reappointed for another four (4) year term. Upon automatic renewal, the terms and conditions of the renewed agreement shall remain the same as set forth herein.

3. CONSIDERATION.

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

B. Travel and Per Diem. Officer shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Officer may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Agricultural Commissioner, Director of Weights & Measures, and County Pesticide Use Enforcement Officer of the County or Counties. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Upon one hundred eighty (180) days written notice of intent to terminate is provided to Officer, Officer may be removed at any time as the Agricultural Commissioner for County as provided by Section 2181 et seq. of the California Food and Agricultural Code. Upon the same notice, Officer may be removed at any time as the Director of Weights and Measures for County as provided in Section 12214 of the California Business and Professions Code. Such removal from either office in Inyo County terminates this Agreement.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Officer

<u>Nathan Reade</u>	<u>Name</u>
<u>On File</u>	<u>Street</u>
<u>On File</u>	<u>City and State</u>

19. 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 THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: Nathan Reade
Print or Type Name

Nathan Reade
Nathan Reade (Dec 10, 2024 14:45 PST)
Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 13:23 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

1. Officer shall perform the duties of the Agricultural Commissioner for the County of Inyo as provided in Sections 2001 et seq. of the California Food and Agricultural Code.
2. Officer shall perform the duties of the Sealer/Director of Weights and Measures for the County of Inyo as provided in Section 12200 of the California Business & Professions Code.
3. Officer shall perform the duties of County Pesticide Use Enforcement Officer as provided in the California Food and Agriculture Code, sections 140.1 et seq.
4. Officer shall also perform duties identified in Sections 1, 2, and 3 above for Mono County if the Counties execute and maintain a separate Memorandum of Agreement for Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement Services.
5. Officer shall also perform duties identified in Sections 1, 2, and 3 above for Mono County if the Counties execute and maintain a separate Memorandum of Agreement for Agricultural Commissioner and Director of Weights and Measures and Pesticide Use Enforcement Services.
6. Officer is authorized to enter into enforcement and services contracts with other governmental agencies as directed by Inyo County Resolution No. 84-27 or as amended by the Inyo County Board of Supervisors.
7. Officer shall perform the duties of the Director of the Inyo County Commercial Cannabis Permit Office.
8. Officer shall perform the duties of the Director of the Owens Valley Mosquito Abatement Program.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND NATHAN READE
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Officer shall be compensated at Grade 26, Step F and be paid \$14783.92 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Officer Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Officers.
3. County will provide and maintain a motor vehicle for Officer's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\

**AGREEMENT BETWEEN COUNTY OF INYO
AND CATHREEN RICHARDS
FOR THE PROVISION OF PERSONAL SERVICES
AS PLANNING DIRECTOR**

INTRODUCTION

WHEREAS, Cathreen Richards (hereinafter referred to as "Department Head") has been or will be duly appointed as Planning Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. Department Head shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Department Head may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Department Head receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Planning Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Department Head

Cathreen Richards	Name
On File	Mailing Address
On File	City and State

19. 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 CATHREEN RICHARDS
FOR THE PROVISION OF PERSONAL SERVICES
AS PLANNING DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPARTMENT HEAD

By: Cathreen Richards
Print or Type Name


Cathreen Richards (Dec 8, 2024 13:02 PST)
Signature

Dated: 12/08/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:29 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND [CATHREEN RICHARDS
FOR THE PROVISION OF PERSONAL SERVICES
AS PLANNING DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Planning Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND CATHREEN RICHARDS
FOR THE PROVISION OF PERSONAL SERVICES
AS PLANNING DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Grade 26, Step C and be paid \$12969.99 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Department Heads.
3. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

INTRODUCTION

WHEREAS, Anna Scott (hereinafter referred to as "Department Head") has been or will be duly appointed as Health and Human Services Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. Department Head shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Department Head may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Department Head receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Health and Human Services Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Department Head

Anna Scott	Name
On File	Mailing Address
On File	City and State

19. 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 ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.


COUNTY OF INYO

By: _____

Dated: _____

DEPARTMENT HEAD

By: Anna Scott
Print or Type Name


Signature

Dated: 12/08/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:29 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND [ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Health and Human Services Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ANNA SCOTT
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Grade 28, Step D and be paid \$14937.17 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Department Heads.
3. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

INTRODUCTION

WHEREAS, Noam Shendar (hereinafter referred to as "Officer") has been or will be duly appointed as Chief Information Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Officer will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

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

B. Travel and Per Diem. Officer shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Officer may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Officer receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

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

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

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Officer

Noam Shendar	Name
On File	Mailing Address
On File	City and State

19. 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 NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: **Noam Shendar** _____
Print or Type Name

Noam Shendar
Noam Shendar (Dec 10, 2024 11:44 PST)
Signature

Dated: **12/10/2024** _____

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:30 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 9, 2024 09:48 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Officer shall perform the duties and responsibilities as identified in the job description for Officer incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND NOAM SHENDAR
FOR THE PROVISION OF PERSONAL SERVICES
AS CHIEF INFORMATION OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

1. After commencing employment, Department Head shall be compensated at Grade 28, Step D and be paid \$14937.17 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Administrative Officer will review Officer's performance annually.
3. Except as otherwise provided in this contract, Officer shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Officer's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\

**AGREEMENT BETWEEN COUNTY OF INYO
AND STEPHANIE TANKSLEY
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC HEALTH AND PREVENTION**

INTRODUCTION

WHEREAS, Stephanie Tanksley (hereinafter referred to as "Deputy") has been or will be duly appointed as Health and Human Services Deputy Director - Public Health and Prevention for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>Stephanie Tanksley</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 STEPHANIE TANKSLEY
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC HEALTH AND PREVENTION**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Stephanie Tanksley

Print or Type Name

Stephanie Tanksley

Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 10:39 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:08 PST)

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND STEPHANIE TANKSLEY
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC HEALTH AND PREVENTION**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND STEPHANIE TANKSLEY
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC HEALTH AND PREVENTION**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Health and Human Services Director will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEFFREY THOMSON
FOR THE PROVISION OF PERSONAL SERVICES
AS PROBATION CHIEF OFFICER**

INTRODUCTION

WHEREAS, Jeffrey Thomson (hereinafter referred to as "Department Head") has been or will be duly appointed as Probation Chief Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. Department Head shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Department Head may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Department Head receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Probation Chief Officer of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Department Head

Jeffrey Thomson	Name
On File	Mailing Address
On File	City and State

19. 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 JEFFREY THOMSON
FOR THE PROVISION OF PERSONAL SERVICES
AS PROBATION CHIEF OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.


COUNTY OF INYO

By: _____

Dated: _____

DEPARTMENT HEAD

By: Jeff Thomson
Print or Type Name



Signature

Dated: 12/11/2024


APPROVED AS TO FORM AND
LEGALITY:


John-Carl Vallejo (Dec 9, 2024 09:17 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND [JEFFREY THOMSON
FOR THE PROVISION OF PERSONAL SERVICES
AS PROBATION CHIEF OFFICER**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Probation Chief Officer incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEFFREY THOMSON
FOR THE PROVISION OF PERSONAL SERVICES
AS PROBATION CHIEF OFFICER**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Grade 26, Step F and be paid \$14783.92 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Department Heads.
3. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND JOHN VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS THE INYO COUNTY COUNSEL**

INTRODUCTION

WHEREAS, John Vallejo (hereinafter referred to as "Officer") has been or will be duly appointed as County Counsel for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall commence on January 2, 2025 and shall remain in effect until January 2, 2029 pursuant to the four year term under California Government Code Section 27641. Thereafter, the Agreement and appointment as the County Counsel shall be annually automatically renewed, for new four year terms, unless the County serves County Counsel with a written notice of non-renewal. Upon automatic renewal, the terms and conditions of the renewed agreement shall remain the same as set forth herein.

3. CONSIDERATION.

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

B. Travel and Per Diem. Officer shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Officer may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Officer will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

9. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Counsel of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Termination of Officer's services under this Agreement is subject to the procedures set forth in Government Code Section 27641 provided that at least one hundred eighty (180) days written notice of such intent to terminate is provided to Officer.

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

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

15. CONFLICTS.

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

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Officer

<u>John Vallejo</u>	<u>Name</u>
<u>On File</u>	<u>Street</u>
<u>On File</u>	<u>City and State</u>

19. 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 THE COUNTY OF INYO

County of Inyo Standard Contract
(Appointed County Officer – COUNTY COUNSEL)

**AND JOHN VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS THE INYO COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: John-Carl Vallejo
Print or Type Name

John-Carl Vallejo
John-Carl Vallejo (Dec 11, 2024 21:05 PST)
Signature

Dated: 12/11/2024

APPROVED AS TO FORM AND
LEGALITY:

Christian E. Milovich
Christian E. Milovich (Dec 12, 2024 08:31 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND JOHN VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS THE INYO COUNTY COUNSEL**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

The Officer shall furnish to the County, those services and work as required by law, including, but not limited to those duties outlined in Government Code Sections 26250, 26526, 26529, 27646, 26522, 26523, 26254, 27642, 27643, 27646, 27647, Elections Code 9105, 9313, Penal Code section 934, Welfare and Institutions Code sections 318.5, 5000, et seq, County ordinances, rules, regulations, resolutions, policies, County Counsel job description and any other duties as may be assigned by the Board of Supervisors.

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

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND JOHN VALLEJO
FOR THE PROVISION OF PERSONAL SERVICES
AS THE INYO COUNTY COUNSEL**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. Upon the effective date of this Agreement, Officer's anniversary date shall be March 1, Officer shall be compensated at Grade 32, Step C and be paid \$17381.03 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this Agreement, Officer Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Officers.
3. County will provide and maintain a motor vehicle for Officer's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS\\\\

**AGREEMENT BETWEEN COUNTY OF INYO
AND JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER**

INTRODUCTION

WHEREAS, Julie Weier (hereinafter referred to as "Deputy") has been or will be duly appointed as Deputy Chief Probation Officer for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Chief Probation Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy_ 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>Julie Weier</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Julie Weier
Print or Type Name


Julie Weier (Dec 10, 2024 17:24 PST)
Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 11, 2024 15:17 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 11, 2024 09:43 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JULIE WEIER
FOR THE PROVISION OF PERSONAL SERVICES
AS DEPUTY CHIEF PROBATION OFFICER**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Chief Probation Officer will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE WEITZ
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL**

INTRODUCTION

WHEREAS, Grace Weitz (hereinafter referred to as "Assistant") has been or will be duly appointed as Assistant County Counsel for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Assistant shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Assistant will report directly to and shall work under the direction of the County Counsel. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Assistant 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 Assistant.

B. Travel and Per Diem. Assistant shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Assistant may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, and except that Assistant is not eligible for mileage reimbursement if Assistant receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Assistant 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.

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

County of Inyo Standard Contract – Assistant

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Assistant to provide the services and work described in Attachment A must be procured by Assistant and be valid at the time Assistant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Assistant 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, and professional licenses or certificates. Assistant will provide County, at County's request, 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 Assistant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Assistant with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Assistant to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Assistant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Assistant will use reasonable care to protect, safeguard and maintain such items while they are in Assistant's possession.

B. Products of Assistant'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 or product of, Assistant'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, Assistant will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Assistant for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Assistant for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Assistant's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant one hundred eighty (180) days written notice of such intent to terminate. Assistant may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Assistant agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Assistant agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Assistant only as allowed by law.

15. CONFLICTS.

Assistant agrees that Assistant 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. Assistant agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Assistant 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, Assistant 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, Assistant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Assistant

<u>Grace Weitz</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 GRACE WEITZ
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

ASSISTANT

By: Grace Weitz
Print or Type Name

Grace Weitz
Grace Weitz (Dec 9, 2024 17:07 PST)
Signature

Dated: 12/09/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 10, 2024 08:29 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
Christie Martindale (Dec 10, 2024 09:12 PST)
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE WEITZ
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Assistant shall perform the duties and responsibilities as identified in the job description for Assistant incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GRACE WEITZ
FOR THE PROVISION OF PERSONAL SERVICES
AS ASSISTANT COUNTY COUNSEL**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Assistant shall be compensated at Grade 28, Step D and be paid \$14937.17 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The County Counsel will review Assistant's performance annually.
3. Except as otherwise provided in this contract, Assistant shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Assistant's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

///NOTHING FOLLOWS///

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS CHILD SUPPORT DIRECTOR**

INTRODUCTION

WHEREAS, Amy Weurdig (hereinafter referred to as "Department Head") has been or will be duly appointed as Child Support Director for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Department Head shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Department Head 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 Department Head.

B. Travel and Per Diem. Department Head shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Department Head may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible to receive mileage reimbursement if Department Head receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Department Head 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.

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Department Head to provide the services and work described in Attachment A must be procured by Department Head and be valid at the time Department Head enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Department Head 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, and professional licenses or certificates. Department Head will provide County, at County's request, 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 Department Head 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Department Head with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Department Head to provide the services identified in Attachment A to this Agreement.

7. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Department Head by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Department Head will use reasonable care to protect, safeguard and maintain such items while they are in Department Head's possession.

B. Products of Department Head'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 or product of, Department Head'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, Department Head will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

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

9. STATUS OF DEPARTMENT HEAD.

All acts of Department Head relating to the performance of this Agreement shall be performed by Department Head as the Child Support Director of the County. Department Head has no authority to bind, incur any obligation on behalf of, or exercise any right of power vested in, the County, except as expressly provided by law or set forth in Attachment A.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Department Head's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Department Head one hundred eighty (180) days written notice of such intent to terminate.

Department Head may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

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

14. CONFIDENTIALITY.

Department Head agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Department Head only as allowed by law.

15. CONFLICTS.

Department Head agrees that Department Head 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. Department Head agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Department Head 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, Department Head 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, Department Head by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

County Administrator	Department
P.O. Drawer N	Mailing Address
Independence, CA 93526	City and State

Department Head

Amy Weurdig	Name
On File	Mailing Address
On File	City and State

19. 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 AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS CHILD SUPPORT DIRECTOR**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPARTMENT HEAD

By: Amy Weurdig
Print or Type Name

Amy Weurdig
Amy Weurdig (Dec 12, 2024 12:21 PST)
Signature

Dated: 12/12/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Dec 9, 2024 09:15 PST)
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND [AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS CHILD SUPPORT DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCOPE OF WORK:

Department Head shall perform the duties and responsibilities as identified in the job description for Child Support Director incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMY WEURDIG
FOR THE PROVISION OF PERSONAL SERVICES
AS CHILD SUPPORT DIRECTOR**

TERM:

FROM: JANUARY 2, 2025

TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Department Head shall be compensated at Grade 26, Step C and be paid \$12969.99 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. Except as otherwise provided in this contract, Department Head Services shall be compensated and receive benefits according to Inyo County Resolution Number 2024-46 or a successor resolution applicable to Appointed Department Heads.
3. County will provide and maintain a motor vehicle for Department Head's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
4. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS

**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC ASSISTANCE AND AGING**

INTRODUCTION

WHEREAS, Morningstar Willis-Wagoner (hereinafter referred to as "Deputy") has been or will be duly appointed as Health and Human Services Deputy Director - Public Assistance and Aging for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Deputy shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Deputy will report directly to and shall work under the direction of the Health and Human Services Director. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from January 2, 2025, until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Deputy 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 Deputy.

B. Travel and Per Diem. Deputy shall be entitled to Travel and Per Diem pursuant to the County's Travel Policy, except that Deputy may be eligible for mileage reimbursement if authorized to use a personal vehicle for business purposes, but shall not be eligible for mileage reimbursement if Deputy receives a vehicle allowance.

C. No Additional Consideration. Except as expressly provided in this Agreement, Deputy 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.

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

County of Inyo Standard Contract - Deputy

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

5. WORK SCHEDULE.

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

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Deputy to provide the services and work described in Attachment A must be procured by Deputy and be valid at the time Deputy enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Deputy 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, and professional licenses or certificates. Deputy will provide County, at County's request, 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 Deputy and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Deputy with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Deputy to provide the services identified in Attachment A to this Agreement.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Deputy by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Deputy will use reasonable care to protect, safeguard and maintain such items while they are in Deputy's possession.

B. Products of Deputy'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 or product of, Deputy'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, Deputy will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Deputy for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made

by Deputy for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. DEFENSE AND INDEMNIFICATION.

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

11. TERMINATION AND DISCIPLINE.

Deputy's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Deputy ninety (90) days written notice of such intent to terminate. Deputy may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Deputy agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

Deputy agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Deputy only as allowed by law.

15. CONFLICTS.

Deputy agrees that Deputy 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. Deputy agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

Deputy 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, Deputy 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, Deputy by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Deputy

<u>Morningstar Willis-Wagoner</u>	<u>Name</u>
<u>On File</u>	<u>Mailing Address</u>
<u>On File</u>	<u>City and State</u>

19. 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 MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC ASSISTANCE AND AGING**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
17TH DAY OF DECEMBER, 2024.

COUNTY OF INYO

By: _____

Dated: _____

DEPUTY

By: Morningstar Wagoner

Print or Type Name

Morningstar Wagoner

Morningstar Wagoner (Dec 10, 2024 08:09 PST)

Signature

Dated: 12/10/2024

APPROVED AS TO FORM AND
LEGALITY:

John-Carl Vallejo

John-Carl Vallejo (Dec 10, 2024 10:40 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale

Christie Martindale (Dec 10, 2024 09:31 PST)

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

K. Oney

Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC ASSISTANCE AND AGING**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Deputy shall perform the duties and responsibilities as identified in the job description for Deputy incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MORNINGSTAR WILLIS-WAGONER
FOR THE PROVISION OF PERSONAL SERVICES
AS HEALTH AND HUMAN SERVICES DEPUTY DIRECTOR - PUBLIC ASSISTANCE AND AGING**

TERM:

FROM: JANUARY 2, 2025 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Deputy shall be compensated at Grade 20, Step E and be paid \$10560.97 per month and shall be paid every two weeks on County paydays and be eligible for merit advancement consistent with the personnel rules and regulations otherwise applicable to civil service employees.
2. The Health and Human Services Director will review Deputy's performance annually.
3. Except as otherwise provided in this contract, Deputy shall be compensated and receive benefits according to Inyo County Resolution Number 2024-45 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Deputy's use traveling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility.
5. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

\\\\ NOTHING FOLLOWS



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-932

Appointment to Bishop Rural Fire Protection District Board of Commissioners

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Appoint one of two applicants -- Mr. Chris Cox or Mr. Gavin Delmas -- to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2028.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board has appointing authority over the Bishop Rural Fire Protection District Board of Commissioners. Aaron Steinwand resigned his position in October. Per Board policy, the vacancy was subsequently advertised, with a 22-day recruitment period. After receiving no responses, staff extended the application deadline to November 18 - this time receiving two letters of interest in response: one from Mr. Chris Cox and one from Mr. Gavin Delmas.

Board policy further dictates that when there are more applicants than positions available, the applicants be given the opportunity to provide any additional information they feel may help the Board in its decision-making. Mr. Delmas submitted a cover letter to accompany the resume he sent in initially.

The Bishop Rural Fire Protection District Board of Commissioners declined to make a recommendation between the two candidates.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item, outside of the negligible costs for advertising the vacancy.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may appoint one of the two individuals, request additional information, or direct staff to reopen the recruitment process. Delaying the appointment is not recommended, however, as it may impact the Board of Commissioners' ability to conduct business and the first recruitment period had to be extended due to a lack of interest.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Darcy Ellis	Created/Initiated - 12/11/2024
Darcy Ellis	Approved - 12/11/2024
Nate Greenberg	Final Approval - 12/12/2024

ATTACHMENTS:

1. Letter of Interest - Chris Cox - Bishop Rural Fire Board
2. Letter of Interest - Gavin Delmas - Bishop Rural Fire Board
3. Gavin Delmas Resume - with New Cover Letter



Outlook

Bishop Rural Fire Protection Board of Directors

From Gavin Delmas [REDACTED]**Date** Mon 11/18/2024 10:37 AM**To** Darcy Ellis <dellis@inyocounty.us> 2 attachments (39 KB)

Bishop Rural Fire Protection Board Letter.docx; Gavin Resume Final.docx;

You don't often get email from gbdelmas@hotmail.com. [Learn why this is important](#)

Hello Darcy,

Attached here is a letter and my resume for filling the vacancy on the Bishop Rural Fire Protection District Board of Directors. Please confirm receipt of this email.

Thanks,

Gavin Delmas
[REDACTED]

To Whom it May Concern,

My name is Gavin Delmas, and I am formerly submitting this request to fill the vacancy on the Bishop Rural Fire Protection District Board of Directors. I have extensive experience in the fire service and would be honored with the opportunity volunteer my expertise and contribute to help better our community. I have attached my resume to the email. Please feel free to contact at me at anytime to discuss further. My phone number is (702) 249-0685.

Thank You For Your Consideration,

Gavin Delmas

Gavin B. Delmas

Bishop, CA 93514

QUALIFIED BY

- Twenty-three years of fire experience combined, between Kern County Fire Department, CalFire and US Forest Service
- Sixteen years of fire experience with Kern County Fire Department
- Fire Captain for Kern County Fire Department for six years
- Qualified for Training Captain, HazMat Response Technician, Swiftwater Rescue Technician, ARFF (Airport Rescue Firefighting)
- Eastside Iron Contract and Procurement Specialist

EXPERIENCE

EASTSIDE IRON COMPANY

Contract and Procurement Specialist

December 2018 – Present

- Responsible for identifying contract opportunities and writing proposals for said opportunities.
- Maintain and monitor company certifications both at the federal and state levels.
- Networking with various federal, state and nonprofit entities to identify voids in services needed at all levels.
- Assist the CEO with working on the future of Eastside Iron Company to be one step ahead of the competition.

KERN COUNTY FIRE DEPARTMENT, Bakersfield, CA

Fire Captain

2017-Present

Engineer

2013-2017

Firefighter

2007-2013

Significant accomplishments, duties and responsibilities:

- Work a 56-hour work week as a Captain at an "all risk" fire department of 45 stations with approximately 500 personnel. Directly responsible for supervising a fire station. Fire stations assigned are in the city, Hazmat stations, rural areas and an airport. Equipment assigned and responsible for at different stations are Type 1, 2, 3 engines, Type 6 patrol, Aircraft Rescue Firefighting engines and Water Tender.
- Respond to and take command of all structure fires, wildland fires, rescues, Hazmats, medical aids and aircraft incidents within station and battalion area. This includes large structure fires in commercial structures or apartment buildings, wildland fires transitioning from initial attack to campaign fires and multi casualty events.
- Nationally qualified for over 16 years as an EMT – 1 Combibute/Defibrillator.
- Battalion training Captain, responsible for training/drills and responsible for training assigned probationary firefighters graduated from the KCFD fire academy.
- Perform fire and safety inspections of businesses within stations area annually. These are inspections performed under our Fire Prevention Bureau. Up to 200 inspections annually.
- Perform hazard reduction inspections in station area to ensure compliance in the Wildland Urban Interface. Several hundred properties annually.
- Give safety talks to various community groups regarding fire, medical and child safety prevention.
- Represented KCFD at monthly Ridgecrest Emergency Preparedness meetings.
- Participate in annual school safety programs, focusing on fire safety in the home. Up to 5 schools per year.

- Perform pre-fire plans of businesses considered high risk.
- Perform monthly OSHA inspections of station as part of normal duties.
- Awards listed below for Incident Command of the 2019, 7.1 magnitude earthquake in Ridgecrest, CA while teams were being mobilized from out of the area to assist. This was a highly fluid situation with multiple structure fires and rescues happening at once for approximately 8 hours before help could arrive.

**United State Forest Service
Firefighter**

Seasonal 2004

Duties and responsibilities:

- Engaged in wildland firefighting in the urban interface.
- Conducted backfire operations during the Waterfall Fire protecting housing development.
- Supervised ground operation and fire engine crew when immediate supervisor was not present.
- Acquired certification and Interagency Helicopter Crew Member.
- Assisted with property inspections to assure proper clearance of hazardous fuels around homes.
- Worked at numerous public education events for the "Smokey Bear" program.

**California Department of Forestry and Fire Protection (CalFire)
Firefighter**

Seasonal 1997-2001

Duties and responsibilities:

- Required to quickly assess hazardous situations and determine a course of action under extreme environmental conditions.
- Supervised ground operations and fire engine crew when immediate supervisor was not present.
- Responded to a full range of municipal and wildland fire incidents.
- Responded to medical emergencies and motor vehicle accidents providing EMT level care.
- Accountable for keeping the fire station, engines and all fire equipment in a constant state of readiness.
- Assisted in training local volunteer fire department on fire suppression techniques.
- Assigned as lead firefighter/swamper on engine crew.
- Engaged in structural and wildland firefighting.
- Responded to medical emergencies and motor vehicle accidents, providing EMT level care.
- Maintained fire equipment and station grounds.

PROFESSIONAL CERTIFICATIONS

- EMT
- Firefighter 1
- Fire Apparatus Driver/Operator 1A & 1B
- Fire Prevention 1A & 1B
- Command 1A
- S290
- FAA ARFF
- Rescue Systems 1
- Hazardous Materials Emergency Response Specialist (CSTI & CSFM)
- Swiftwater Rescue Technician (CSFM)
- Confined Space Rescue (CSFM)

- Low Angle Rescue (CSFM)
- Fire Control 6 Wildland Firefighting Essentials (CSFM)
- 1-100 & 1-200 Introduction to the Incident Command System (Butte College Training Center)
- Advanced Vehicle Extrication

AWARDS

2019 7.1 Ridgecrest Earthquake Response

- U.S. House of Representatives: Certificate of Special Congressional Recognition
- Office of the Mayor, City of Bakersfield, CA: Certificate of Recognition
- State of California Senate: Certificate of Recognition
- California Legislature Assembly: Certificate of Recognition

EDUCATION

Bakersfield College, Bakersfield, CA
Fire Technology Certificate, 2008

Butte College Fire Academy, Oroville, CA
Firefighter 1, EMT, 2000

California State University, Chico, CA
1998-2003

RECEIVED

NOV 18 2024

Inyo County Administrator
Clerk of the Board

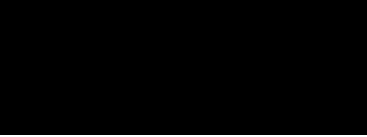
To Whom it May Concern,

My name is Gavin Delmas, and I am formerly submitting this request to fill the vacancy on the Bishop Rural Fire Protection District Board of Directors. I have extensive experience in the fire service and would be honored with the opportunity volunteer my expertise and contribute to help better our community. I have attached my resume to the email. Please feel free to contact at me at anytime to discuss further. My phone number is [REDACTED]

Thank You For Your Consideration,

Gavin Delmas

Gavin B. Delmas



Dec. 9, 2024

Dear Members of the Board of Supervisors,

I am writing to express my interest in serving on the Fire Commission in Bishop, CA. With over 24 years of diverse fire service experience, including my current role as a Fire Captain with the Kern County Fire Department, I bring a wealth of knowledge, leadership, and a deep commitment to ensuring public safety in our rural community.

During my tenure in the fire service, I have developed expertise across a wide range of disciplines, including fire prevention, incident command, hazardous materials response, swiftwater rescue, and airport rescue firefighting. As a Fire Captain for the past seven years, I have overseen station operations, trained personnel, conducted fire safety inspections, and led emergency responses in both urban and rural settings. Notably, I was recognized for my leadership during the 2019 Ridgecrest earthquake, receiving commendations from the U.S. House of Representatives, the State of California Senate, and others.

In addition to my firefighting career, my role as a Contract and Procurement Specialist at Eastside Iron Company has honed my skills in strategic planning, resource management, and stakeholder collaboration—skills that are essential for addressing the unique challenges faced by our fire commission.

Key contributions I aim to bring to this role include:

- **Comprehensive Fire Service Expertise:** My hands-on experience with structure and wildland fires, emergency medical services, and disaster response ensures a thorough understanding of the operational needs of our community.
- **Strategic and Resourceful Leadership:** My background in training and mentorship equips me to contribute effectively to fire preparedness and mitigation strategies tailored to our region.
- **Commitment to Community Safety:** Through my outreach efforts—such as school fire safety programs and hazard reduction inspections—I have demonstrated a lifelong dedication to fostering awareness and resilience in the communities I serve.

As a long-time resident of Bishop, I understand the unique challenges of our rural environment, including the increased risks posed by wildfires, limited resources, and the need for proactive emergency planning. Serving on the Fire Commission would be an honor and an opportunity to give back to the community that my family and I call home.

I welcome the opportunity to discuss how my background, skills, and passion align with the goals of the Fire Commission and the broader mission of the Board of Supervisors. Thank you for considering my application, and I look forward to contributing to the safety and well-being of our community.

Sincerely,
Gavin B. Delmas

Gavin B. Delmas

Bishop, CA 93514

QUALIFIED BY

- Twenty-three years of fire experience combined, between Kern County Fire Department, CalFire and US Forest Service
- Sixteen years of fire experience with Kern County Fire Department
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- Qualified for Training Captain, HazMat Response Technician, Swiftwater Rescue Technician, ARFF (Airport Rescue Firefighting)
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Contract and Procurement Specialist

December 2018 – Present

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- Assist the CEO with working on the future of Eastside Iron Company to be one step ahead of the competition.

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2017-Present

Engineer

2013-2017

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2007-2013

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- Respond to and take command of all structure fires, wildland fires, rescues, Hazmats, medical aids and aircraft incidents within station and battalion area. This includes large structure fires in commercial structures or apartment buildings, wildland fires transitioning from initial attack to campaign fires and multi casualty events.
- Nationally qualified for over 16 years as an EMT – 1 Combibute/Defibrillator.
- Battalion training Captain, responsible for training/drills and responsible for training assigned probationary firefighters graduated from the KCFD fire academy.
- Perform fire and safety inspections of businesses within stations area annually. These are inspections performed under our Fire Prevention Bureau. Up to 200 inspections annually.
- Perform hazard reduction inspections in station area to ensure compliance in the Wildland Urban Interface. Several hundred properties annually.
- Give safety talks to various community groups regarding fire, medical and child safety prevention.
- Represented KCFD at monthly Ridgecrest Emergency Preparedness meetings.
- Participate in annual school safety programs, focusing on fire safety in the home. Up to 5 schools per year.

- Perform pre-fire plans of businesses considered high risk.
- Perform monthly OSHA inspections of station as part of normal duties.
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**United State Forest Service
Firefighter**

Seasonal 2004

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Firefighter**

Seasonal 1997-2001

Duties and responsibilities:

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- Responded to a full range of municipal and wildland fire incidents.
- Responded to medical emergencies and motor vehicle accidents providing EMT level care.
- Accountable for keeping the fire station, engines and all fire equipment in a constant state of readiness.
- Assisted in training local volunteer fire department on fire suppression techniques.
- Assigned as lead firefighter/swamper on engine crew.
- Engaged in structural and wildland firefighting.
- Responded to medical emergencies and motor vehicle accidents, providing EMT level care.
- Maintained fire equipment and station grounds.

PROFESSIONAL CERTIFICATIONS

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- Firefighter 1
- Fire Apparatus Driver/Operator 1A & 1B
- Fire Prevention 1A & 1B
- Command 1A
- S290
- FAA ARFF
- Rescue Systems 1
- Hazardous Materials Emergency Response Specialist (CSTI & CSFM)
- Swiftwater Rescue Technician (CSFM)
- Confined Space Rescue (CSFM)

- Low Angle Rescue (CSFM)
- Fire Control 6 Wildland Firefighting Essentials (CSFM)
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- Advanced Vehicle Extrication

AWARDS

2019 7.1 Ridgecrest Earthquake Response

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- State of California Senate: Certificate of Recognition
- California Legislature Assembly: Certificate of Recognition

EDUCATION

**Bakersfield College, Bakersfield, CA
Fire Technology Certificate, 2008**

**Butte College Fire Academy, Oroville, CA
Firefighter 1, EMT, 2000**

**California State University, Chico, CA
1998-2003**



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-934

Appointments to the Child Care Planning Council

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Make the following reappointments and/or appointments to the Inyo County Child Care Planning Council: reappoint Katelyne Lent to a four-term in the Discretionary category ending November 4, 2027; reappoint Kat Duncan to a four-year term in the Public Agency representative category ending November 4, 2027; and either reappoint Pamela Martinez or appoint Ambrosia Stone to a four-year term in the Community Representative category ending November 4, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Child Care Planning Council was formed in 1997 under the Welfare Reform Bill AB 1542 to provide a forum for the identification of local priorities for childcare and the development of policies to meet the needs identified within those priorities.

The Inyo County Office of Education (ICOE) Early Care & Education Division oversees the Child Care Planning Council, and the ICOE and Inyo County Board of Supervisors each appoint a portion of the Council in addition to making a joint appointment, as shown below:

Inyo County

Community Representative

Public Agency Representative

ICOE

Licensed Childcare Provider

Consumer

Joint Position

Discretionary

The terms for the Community Representative and Public Agency positions expired in November, along with the term of the Discretionary position. Per Board policy, the vacancies were advertised and four letters of interest were received: one from Kathleen Duncan seeking reappointment as the Public Agency representative, Katelyne Lent seeking reappointment to the Discretionary category, and both Pamela Martin and Ambrosia Stone vying for the single Community Representative position.

The ICOE has approved the joint reappointment of Shanna Johnson and the Board of Supervisors is asked to do the same, in addition to reappointing Kathleen Duncan to the Public Agency representative position.

The Board is also asked to either reappoint Pamela Martin or appoint Ambrosia Stone to the Community Representative position. Board of Supervisors policy dictates that when there are more

individuals interested than positions available, the applicants be afforded the opportunity to provide any additional information about themselves they feel will help the Board make its decision. Both Ms. Martin and Ms. Stone were offered this opportunity, and Ms. Stone did supply additional information.

In addition, the Child Care Planning Council voted to endorse Ms. Stone for the position. The Council's endorsement, along with the applicants' letters of interest, are attached.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item, outside of the negligible costs to advertise the vacancies.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose to appoint any or none of the applicants and direct staff to reopen the recruitment period. Not making appointments today is not recommended, as the vacant seats in question comprise the majority of the Council and all candidates are qualified.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services
High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Ellis	Created/Initiated - 12/6/2024
Darcy Ellis	Approved - 12/6/2024
Nate Greenberg	Final Approval - 12/12/2024

ATTACHMENTS:

1. Letter of Interest - Katelyne Lent - Child Care Planning Council
2. Letter of Interest - Kat Duncan - Child Care Planning Council
3. Letter on Interest - Pamela Martinez - Child Care Planning Council
4. Letter of Interest - Ambroshia Stone - Child Care Planning Council
5. Additional Information - Ambroshia Stone
6. Inyo County Office of Education Approval of Katelyne Lent Reappointment
7. Council Recommendation

October 31, 2024

Inyo County Board of Supervisors

P.O. Drawer N

Independence, CA 93526

Dear Board,

I respectfully submit my request to be considered for re-appointment to the Inyo County Child Care Planning Council as a Discretionary Member, to complete a new three-year term ending on November 4, 2027.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Katelyne Lent". The script is cursive and fluid.

First 5 Director, Inyo County

1360 N. Main St.

Bishop CA, 93514

klent@inyocounty.us

CHILD CARE CONNECTION

164 Grandview Drive
Bishop, California 93514



Child Development
Division of the Inyo
County Office of Education

Barry Simpson
Superintendent
Kat Duncan
Administrator

Child Care Referrals

Subsidized Care

Provider Training

Development
Resources

Book & Toy Lending
Library

State Preschool
Program



Phone: (760) 873-5123
Toll-Free: (888) 999-5669
Fax: (760) 873-5017

November 1, 2024

Inyo County Board of Supervisors

P.O. Drawer N

Independence, CA 93526

Dear Board,

I respectfully submit my request to be considered for re-appointment to the Inyo County Child Care Planning Council as a Public Agency Representative Member to complete a new three-year term ending on November 4, 2027.

If you have any questions, please feel free to call me at 873-5123 x2152

Sincerely,

Kat Duncan

Kat Duncan, Child Development Administrator

Inyo County Office of Education, Child Development Division

164 Grandview Drive



BISHOP PAIUTE TRIBE

Childcare Development Fund Program

November 7, 2024

Darcy Ellis
Assistance Clerk of Board of Supervisors
PO Box N
Independence, CA 93526

Dear Darcy,

I would like to express my interest in the Child Care Planning Council as a Community Representative on behalf of Bishop Paiute Tribe.

Through my role as a Program Coordinator for the Child Care and Development Fund Program, I have relevant experience and knowledge of childcare needs and programs. I am excited about this opportunity to advocate on behalf of our Tribal families.

If you should have further questions, contact me at telephone number at (760) 784-4306 or by email at pamela.martinez@bishoppaiute.org Thank you very much.

Sincerely,

Pamela Martinez
Program Coordinator



Owens Valley Career Development Center Tribal TANF Program

2574 Diaz Lane
P.O Box 847
Bishop, CA 93515
Phone: 760-873-5107
Fax: 760-873-8883

November 8, 2024

Darcy Ellis
Assistant Clerk of the Board of Supervisors

Dear Darcy:

I would like to express my interest in the Child Care Planning Council as a community representative.

In my role as the Site Manager for Tribal TANF and having services in the capacity of policy & parent councils for head starts and other tribal services programs, I have both relevant and unique experiences of knowledge and education in social services, childhood development and leadership just to name a few. I have over 15 years of experience working within our community both tribal and non-tribal, and I would be delighted and honored to serve in such a capacity as the planning council.

I look forward to advocating on behalf of our children, community and families.

Sincerely,



Ambrosia N. Stone

December 4, 2024

Darcy Ellis,
P.O. Box Drawer N
224 Edwards St
Independence, CA 93526

Re: Letter of Intent- Ambroshia Stone, Additional Information

Dear Darcy,

As requested, I would like to share additional information with you and others that support my letter of intent to serve on the Child Care Planning Committee. I currently hold a Master's Degree in Organizational Leadership and am in my first semester of my doctoral program in Non-Profit Public Administration through California Baptist University. Over the years I have served in several different positions related to child care planning, development, budgeting and overall program management for child care, please see those positions as listed:

- Bishop Paiute Tribe, Social Services Director (Oversight of Child Care Development Funding Program)
- Bishop Paiute Tribe, Social Services Director, Summer Child Care Program
- Bishop Paiute Tribe, Head Start Policy Council (2) consecutive terms, Chairwoman
- Owens Valley Career Development Center, Tribal TANF Site Manager, Child Care Funding
- Owens Valley Career Development Center, Tribal TANF Site Manager, Child Care Development and Business Opportunities

Over the course of my professional career, I have worked diligently to ensure child care development and planning has remained a priority for children, working parents/guardians and those interested in becoming child care providers in our local community. I have spoken and worked amongst those in need, those as providers and worked to establish a process for licensing on federal land within reservation boundaries. I believe I bring a unique and diverse background of areas related to child care planning and would be an asset to the planning committee. I look forward to your further review of the information I have provided and hope to serve in such a capacity.

Thank you,

Ambroshia Stone

Ambroshia Stone





Inyo County Office of Education

Barry D. Simpson, County Superintendent of Schools

166 Grandview Drive · Bishop, California 93514 · (760) 873-3262 · www.inyocoe.org

Inyo County Board of Supervisors

Attn: Darcy Ellis

Re: Discretionary Representative - Inyo County Child Care Planning Council

December 5, 2024

Please let this letter serve as my support for the reappointment of Katelyn Lent as the Discretionary Representative to the Inyo County Child Care Planning Council. We appreciate Katelyn's service to the council and would like her to continue as a member of the team. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Barry D. Simpson', is written over the word 'Sincerely,'.

Barry D. Simpson
Superintendent of Schools



Inyo County Office of Education

Barry D. Simpson, County Superintendent of Schools

166 Grandview Drive · Bishop, California 93514 · (760) 873-3262 · www.inyocoe.org

Inyo County Board of Supervisors

Re: Appointment of LPC Council Member – Discretionary Role

December 6, 2024

This letter serves as a recommendation for the appointment of Ms. Ambroshia Stone as the Discretionary member for the Local Planning Council (LPC). On or about November 22, 2024, The Council members reviewed the two applicants' letters of intent for the position. There was a motion to nominate Ms. Stone as the Discretionary member of the Council, with no apposed votes. The Council is hopeful that you consider our recommendation for the final selection in filling this vacancy. If you have any questions, please contact Hailey Thomas, Program Coordinator, at hthomas@inyocoe.org or (760) 873-5123 x2121. Thank you for your time.

Sincerely,

Shanna Johnson

Chair Woman - Local Planning Council



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-933

Review of Proposed Commercial Filming and Photography Permit and Film Production Guide

County Administrator - Economic Development

NO ACTION REQUIRED

ITEM SUBMITTED BY

Inyo County Administration

ITEM PRESENTED BY

Darcy Ellis, Assistant Clerk of the Board/Public
Relations Liaison, Meaghan McCamman, Assistant
County Administrator

RECOMMENDED ACTION:

A) Conduct workshop on the Inyo County Commercial Filming and Photography Permit and Film Production Guide; and B) Provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

Earlier in today's meeting, the Board adopted Ordinance 1315 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 5.41 to the Inyo County Code Regulating Commercial Filming Upon All County-Owned Property, Requiring Permits Therefore, and Setting Associated Fees and Repealing Ordinance No. 1088." The Board initially discussed and waived the first reading of Ordinance 1315 on December 10, 2024; the ordinance establishes a commercial filming permitting system and a basis for the rules and regulations governing the issuance of permits for filming, taping, or related activity on property owned or controlled by the County, including parks, roads, airports, or other facilities.

This item comes in conjunction with the ordinance as another important step in the effort to improve and modernize Inyo County's regulation of filming activity.

Since late 2022, one of the goals of the Inyo County Film Commission has been to develop a universal permit for filming/photography anywhere in Inyo County that will suit the needs of the various landowners -- effectively creating a "one-stop shop" for production companies planning to engage in activity at multiple locations in different jurisdictions. Recognizing that such an endeavor will be an incredible and lengthy undertaking, it was decided that the first step toward a universal permit should be starting internally to address shortcomings in the County's permitting process.

The only permitting done by Inyo County historically has been for road closures, with the Public Works Department managing these requests. The road closure permit, while effective to permit and collect fees for filming activity in County rights-of-way, did not include information on or rules governing filmmaking beyond the use of County roads and sidewalks, including the use of many of the instruments of modern filming, such as pyrotechnics, drones, simulated violence or criminal activity, live animals, etc. It did not include comprehensive guidelines or conditions for permit approval, nor require a public safety review.

With this in mind, the Film Commissioner and Administration staff began work in earnest this past May to develop a comprehensive film permit for Inyo County that includes all affected departments -- Public Works, Parks & Recreation, Sheriff's Office, Risk Management, etc. -- and accounts for safety and liability issues.

After roughly ten different drafts over the last eight months, staff presents a proposed countywide Commercial Filming and Photography Permit as well as a Film Production Guide. Feedback and input was sought and received from Public Works, Risk Management, County Counsel, and the Sheriff's Office.

It is staff's hope to return in January to ask for approval of the Commercial Filming and Photography Permit and Film Production Guide.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item. A resolution setting commercial filming/photography permit fees was approved by the Board on December 10 and takes effect January 16.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can offer suggestions, recommendations, and changes to the Commercial Filming and Photography Permit and Film Production Guide.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel, Risk Management, Project Management Office, Inyo County Film Commission, Parks & Recreation, Public Works-Roads, Public Works-Airports

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Ellis	Created/Initiated - 12/11/2024
Darcy Ellis	Approved - 12/12/2024
Meaghan McCamman	Approved - 12/12/2024
Christian Milovich	Approved - 12/12/2024
John Vallejo	Approved - 12/12/2024
Nate Greenberg	Final Approval - 12/13/2024

ATTACHMENTS:

1. Commercial Filming and Photography Permit Application -- 2024
2. Inyo County Film Production Guide -- 2024
3. Permit Attachment A
4. Permit Attachment B
5. Permit Attachment C
6. Permit Attachment D
7. Permit Attachment E
8. Permit Attachment G
9. Film Permit Checklist



SUBMIT TO:
COUNTY OF INYO FILM COMMISSION
XXXXXXXXXXXXXXXXXX
P.O. Drawer N
224 N. Edwards St., Independence, CA 93526

Permit Number
(Internal Use Only)

Inyo County Commercial Filming and Photography Permit Application

Submittal Date: _____

Approval Date: _____
(Internal Use Only)

Production Company/Applicant Name (Permittee):

Address: _____

Phone: _____

E-mail: _____

Director: _____

Cell: _____

E-mail: _____

Production Manager: _____

Cell: _____

E-mail: _____

Location Manager: _____

Cell: _____

E-mail: _____

Other Contact: _____

Cell: _____

E-mail: _____

Primary Contact: _____

Cell: _____

E-mail: _____

PRODUCTION INFORMATION

Production Title: _____

Episode #/Title: _____

Start date: _____ Completion date: _____

PRODUCTION TYPE (select one):

- | | | | |
|--------------------------------------|---------------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Feature | <input type="checkbox"/> TV – Episode | <input type="checkbox"/> TV – Reality | <input type="checkbox"/> Student |
| <input type="checkbox"/> TV – Movie | <input type="checkbox"/> TV – Pilot | <input type="checkbox"/> Commercial | <input type="checkbox"/> Non-profit |
| <input type="checkbox"/> Music Video | <input type="checkbox"/> Short Film | <input type="checkbox"/> Still Photography | <input type="checkbox"/> Documentary |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Educational | <input type="checkbox"/> Internet/Web | <input type="checkbox"/> Other |

PRODUCTION FEATURES:

Which of the following will be used in production? Check all that apply.

- ☐ Airport (see Attachment E)
- ☐ Aircraft – Manned (see Attachment E)
- ☐ Aircraft – Unmanned (see Attachment F)
- ☐ Animals (see Attachment D)
- ☐ Closure of County-owned or -operated parks/campgrounds/buildings (see Attachment B)
- ☐ Private Property (see Attachment G)
- ☐ Special Effects/Hazardous Conditions/Simulated Violence (see Attachment C)
- ☐ Traffic Control (see Attachment A)

VEHICLES/CAST & CREW (enter number):

Large Trucks _____ Cube Trucks _____ Generators _____ Motorhomes _____ Vans _____
Camera Cars _____ Picture Vehicles _____ Cast/Crew Cars _____ Cast _____ Crew _____
Extras _____

If any of the numbers entered above are different for any location, please note changes under location's scene description (pages 3-7).

CREDITS

Acknowledgement to Inyo County Film Commission in project credits is required.

By receiving an approved permit from Inyo County, the Permittee grants permission for the County of Inyo to use still photos, video trailers, and other promotional materials on the Inyo County Film Commission website and social media channels.

Initial to acknowledge agreement: X_____

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

By filing this application, production company/application agrees to abide by all local, county, state, and federal rules, regulations, and laws regarding filming in Inyo County, including but not limited to, obtaining proper permits, getting property owner permission, contacting property owners for any known filming restrictions in HOA-governed neighborhoods, and adhering to general filming rules, the County of Inyo ordinances, and film permit conditions.

Production company/applicant agrees to pay all applicable permit fees. Payment, insurance, and endorsement must be submitted prior to issuance of permit. ALLOW AMPLE TIME FOR REVIEW OF INSURANCE DOCUMENTATION. This application/request does not constitute an approved permit.

LOCATION INFORMATION

Address: _____

Location Name/Description: _____

Film Dates: _____

Film Times: _____

Prep Dates: _____

Strike Dates: _____

Description of Scene: _____

Cast/Crew Parking Location: _____

Base Camp Location: _____

Is this private property? (If yes, complete Attachment G) ☐ Yes ☐ No

Check All That Apply

☐ Int. Dialogue

☐ Ext. Dialogue

☐ Drive w/ Traffic

☐ Simulated Violence

☐ Music Playback

☐ Animals

☐ Drive Up/Away

☐ Stunt Driving

☐ External Lights

☐ Wet Down

☐ Manned Aircraft

☐ Camera on Sidewalk

☐ Camera on Curb Lane

☐ Unmanned Aircraft

Exterior Lights Description: _____

Simulated Violence Description (also complete Attachment C): _____

Animal Description (also complete Attachment D): _____

Manned Aircraft Use Description (also complete Attachment E): _____

Unmanned Aircraft Use Description (also complete Attachment F): _____

Hazardous Materials to be Used? (If yes, complete Attachment C) ☐ Yes ☐ No

Special Effects/Pyrotechnics *(also complete Attachment C):*

☐ Squibs ☐ Explosion ☐ Fire ☐ Spark ☐ Smoke ☐ Rain ☐ Gunfire ☐ Other

Special Effects/Pyro Description: _____

Will you need road closures and/or intermittent traffic control? *(If yes, complete Attachment A)*

☐ Yes ☐ No

Are you requesting the closure of a County-owned or -operated park, campground, or building? *(If yes, complete Attachment B)*

☐ Yes ☐ No

Are you seeking permission to film/photograph at an Inyo County airport? *(If yes, complete Attachment E)*

☐ Yes ☐ No

**AGREEMENT WITH THE TERMS OF COMMERCIAL FILMING AND PHOTOGRAPHY PERMIT
AND ISSUANCE OF PERMIT**

In consideration for the approval and issuance of this Commercial Filming and Photography Permit (CFPP), the undersigned Permittee agrees to the terms and conditions set forth herein and agrees to abide by the terms and conditions hereof, as well as the terms and conditions included in applicable attachments, in Inyo County Code Chapter 5.41, and all other local, state, and federal laws and regulations. This agreement is effective and the permit is issued upon signature by Permittee and designated Inyo County officers.

PERMITTEE

By: _____

Production Company

Date: _____

APPROVED BY INYO COUNTY FILM COMMISSION

By: _____

Film Commissioner

Date: _____

FILM PRODUCTION GUIDE



A climber enjoys the Buttermilk Boulders west of Bishop.

Commercial Filming and Photography in Inyo County

Thank you for choosing to locate your production in the County of Inyo. Also known as “Hollywood’s backlot,” Inyo County has been the setting for hundreds of major motion pictures, TV shows, music videos, commercials, and print ads – dating all the way back to the 1910s.

The County of Inyo understands that productions may take place within a short planning timeframe and may involve a number of locations that include both public and private property. To address the wide range of production activities and Inyo County locations, the following information has been assembled to assist you in obtaining the proper authorization to film within Inyo County. Contact information for Inyo County departments can be found on page 5.

Depending on the exact location, specific land management jurisdictions control their respective permits. The Inyo County Film Commission works closely with all land management agencies in Inyo County, including the Inyo National Forest, Bureau of Land Management, Los Angeles Department of Water and Power, Caltrans, and the City of Bishop.

The Inyo County Film Commissioner is available to provide assistance and guidance prior to, during, and after the filing of a film permit application, and can direct you to the appropriate contacts among our agency partners. The Commissioner can be reached at (760) 938-0144 and film@inyocounty.us.

I. PERMIT REQUIREMENTS

No person shall use any County-owned or County-leased property, facility, or road in the unincorporated area in the county for the purpose of commercial filming and still photography without first applying for and receiving a ***Commercial Filming and Photography Permit (CFPP)*** from the County of Inyo.

Exceptions include the following:

- News media (filming or videotaping for the purpose of spontaneous, unplanned television news broadcast by reporters, photographers or cameramen);
- The filming or videotaping of motion pictures solely for private use;
- The taking of private still photography or digital images for private use;
- Still photographers whose activities do not interrupt or interfere with normal County or public functions on roads or in other locations and who have no more than one assistant with them.

A completed film permit application must be submitted, approved, and issued to the applicant before the approved activity may begin. Once the application has been submitted, the application will be subject to review by multiple departments, depending on the nature of the project. Should modifications to the permit be required, the Primary Contact shall be notified by the respective Department.

In addition to the ***CFPP Application***, productions are also required to complete and submit the following forms under the specific circumstances noted.

- **Attachment A** – If the production will take place on a County street, road, or public right-of-way.
- **Attachment B** – If the production is requesting the use of and/or closure of a County park, recreation area, or community building.
- **Attachment C** – If a production includes any additional components or production activities that may pose a public safety risk (e.g., special effects, pyrotechnics, gunfire, simulated violence or criminal activity).
- **Attachment D** – If the production includes live animals on set.
- **Attachment E** – If the production is asking to film at any of the County's four municipal airports.
- **Attachment F** – If the production plans to utilize any unmanned aircraft systems (e.g., drones), whether as part of the script or to capture aerial shots.
- **Attachment G** – If the applicant requests the County keep the information in the permit confidential.

II. REQUIRED PUBLIC SAFETY REVIEW

A production that includes any of the following components or production activities will also require a Public Safety Review:

- **Traffic control and equipment** – The production requires traffic control; lane or street closures; “No Parking” signage; safety equipment; or if equipment such as generators are stored in the public right-of-way.
- **Pyrotechnics, special effects, or open flame** – The production includes elements that require a Pyrotechnic, Special Effect, Open Flame, or other permit type required by the California Fire Code.
- **Gunfire and weapons** – The production includes gunfire, or other special weapon props, including but not limited to knives, guns, swords, tasers, and explosive devices.
- **Crime scene in public view/simulated violence** – The production includes any actions in public view that would cause a reasonable citizen to call 9-1-1 or think that an emergency or crime is being committed. Examples include but are not limited to scenes that portray explosions, a robbery, chase, abduction, crash, street fighting, etc.

III. GENERAL PERMIT CONDITIONS

The following terms, conditions, and restrictions shall apply to every ***Commercial Filming and Photography Permit (CFPP)*** issued pursuant to Inyo County Code Chapter 5.41:

- Permittee shall be subject to the County’s control and to instructions of the County representative assigned for the purpose, in order to avoid any interference with the operation of the County’s facilities.
- Permittee shall comply with all instructions of the County.
- If an Applicant or Permittee violates any provision of this guide or of a permit issued pursuant thereto, the county may cancel the permit. Violation of the terms of this permit may constitute a misdemeanor pursuant to Government Code section 25132.
- The CFPP may be terminated at any time by either the County, the Permittee, or the Applicant (if different than the Permittee), and until so terminated, the Permittee agrees to abide by all applicable terms and conditions and to pay all applicable permit fees.
- With some exceptions, Permittee shall provide trash receptacles and sanitary facilities at every filming location and shall not cause, either directly or indirectly, the pollution of any surface water, and shall not dump or cause to be dumped, waste, including sanitary waste, onsite. All waste discharges are to be done at designated waste sites. Permittee shall provide and install, in accessible locations, an adequate number of portable toilets for its entire party – including any guests of the Permittee that may be admitted under the CFPP.

- The Permittee shall not disturb natural features such as soil, rocks, or vegetation at the filming location(s) unless agreed to in advance, in writing, by the County. Any restoration, revegetation, or mitigation deemed necessary by the County, whether caused with or without permission of the County, shall be at the sole liability and expense of the Permittee and completed to the satisfaction of the County.
- The Permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris at the filming location(s). The filming location(s) used shall be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site.
- On or before the date the CFPP expires, the Permittee shall remove from the filming location(s) all equipment, props, sets, structures, rubbish, and all other items placed at the location in relation to the permitted activities. In the event the Permittee fails to remove these items, the County may recover from the Permittee any costs incurred to remove the debris and clean the site.
- The CFPP does not include the right to use any electricity, water, telephone, structures, or improvements located at the filming location(s) without the prior, written approval of the County. If electricity, water, or use of telephone is supplied for Permittee's purposes, the cost of such shall be paid by the Permittee.
- Permittee shall comply with the minimum insurance requirements as set forth in the Indemnification and Insurance Requirements.
- Permittee shall obtain permission from all necessary agencies including but not limited to Inyo County Department of Public Works, Caltrans, and the Los Angeles Department of Water and Power, to string cable across sidewalks, or from a generator to a service point.
- Permittee shall not commit, or allow to be committed, a nuisance, as that term is defined in Inyo County Code Chapter 22.08.010, while carrying out the permitted activities.
- Permittee shall not allow personnel or animals to enter the waters of any lake, impoundment, reservoir, creek, river, stream, ditch, or canal, and no equipment shall be placed in or on the water without having specific approval for such an act at the time the permit was obtained.
- Permittee shall inform all persons entering County property under this permit of these regulations and shall, upon reasonable notice, evict from the property any person who violates these regulations.
- Permittee shall comply with all applicable federal, state and local laws and regulations in the carrying out of the permitted activities, including any specific law or regulation pertaining to any special circumstance involved in the permitted activity.

- Permittee may be required to notify the affected neighborhood or businesses 48 hours prior to filming. Notice should be provided in the form of a leaflet or door hanger and should be distributed within a 250-foot radius of the filming location. The filming notice shall include at a minimum the name of company, name of production, type of production, duration (i.e., times, dates, and number of days) and company contact.

IV. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Permittee acknowledges and represents that it has inspected filming locations, roads, or facilities, knows the condition thereof, and assumes full responsibility for any injury to persons or damage to property arising by reasons of use of said properties, roads, or facilities under this permit. Permittee acknowledges that there may be circumstances beyond Inyo County's control which may impact Permittee's ability to use such properties, roads, and facilities. Permittee accepts full responsibility for lost or stolen items, breakage, or damage to property or structures and for the deportment and conduct of those attending the function for which the permit is issued. Permittee assumes all risks incidental to or connected with its operation under these terms and conditions and shall be solely responsible for liabilities arising from accidents or injuries to persons or property resulting from the function or activity.

Permittee agrees to defend, indemnify, and hold harmless Inyo County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, activities conducted pursuant to this permit by the Permittee, or Permittee's agents, officers, or employees. Permittee's obligation to defend, indemnify, and hold Inyo 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. Permittee's obligation under this section extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission of the Permittee, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

INSURANCE REQUIREMENTS

Permittee shall procure and maintain for the duration of the permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Permittee, its agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a

general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Minimum limit subject to change by Risk Manager upon review of special risks and circumstances.

2. **Animal Liability** with limit no less than \$1,000,000 per occurrence or claim (applies if certain types of animals are to be used in the production).
3. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
4. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*

If the Permittee maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL 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. General Liability Coverage can be provided in the form of an endorsement to the Permittee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Permittee's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Permittee may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Permittee’s primary and excess liability policies are exhausted.

Waiver of Subrogation: Permittee hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions (SIRs) must be declared to and approved by Inyo County. Inyo County may require the Permittee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to an SIR or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the Permittee or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Permittee to fund the SIE/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including Allocated Loss Adjustment Expense, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise approved in writing by Inyo County.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

V. FEES & DEPOSITS

GENERAL FEES

All fees shall be paid prior to the start of any permitted activity. Fees shall be refunded if the activity is canceled at least two weeks in advance. No refund will be given for road closure fees. No prorated charges for partial days. Fees may be waived for students filming for educational purposes and for nonprofit organizations at the discretion of the County Administrator.

Fees are described in Inyo County Resolution No. 2024-43.

DAMAGE DEPOSIT(S)

A Damage Deposit or bond may be required at the discretion of the Inyo County Department Head. A deposit is in part or totally refundable, depending on the results of a staff inspection of premises to determine County costs associated with permitted activity. Actual labor costs for cleanup, replacement, or repair costs for equipment, furnishings, or property as well as any other costs allowed under this permit shall be assessed against the Damage Deposit. Permittee agrees to pay such costs exceeding the amount of the Damage Deposit.

VI. INYO COUNTY CONTACTS

Parks, Recreation Areas, Community Buildings

Inyo County Parks and Recreation
1360 N. Main St., Bishop, CA 93514
Phone: (760) 873-5577
Email: parks@inyocounty.us

Roads

Inyo County Road Department
Post Office Drawer Q
168 N. Edwards St., Independence, CA 93526
Phone: (760) 878-0201
E-mail: pw.permits@inyocounty.us

Airports

Inyo County Public Works
Bishop Airport
703 Airport Rd., Bishop, CA 93514
(760) 872-2971
E-mail: airports@inyocounty.us

Traffic Control

Inyo County Sheriff's Office – Bishop
1360 N. Main St. Suite 151, Bishop, CA 93514
Phone: (760) 873-7887

Inyo County Sheriff's Office – Independence
550 S. Clay St., Independence, CA 93526
Phone: (760) 878-0383

California Highway Patrol – Inland Division, Bishop Office
469 S. Main St., Bishop, CA 93514
Phone: (760) 872-5150

General Film Assistance

Inyo County Film Commissioner
163 May St., Bishop, CA 93514
(760) 938-0144
film@inyocounty.us | <https://inyocountyvisitor.com/film/>

VII. PRIMARY PRODUCTION CONTACT

The Production Company ("Permittee") listed on the ***Inyo County Commercial Filming and Photography Permit Application*** is the legal and responsible party. The Production Company can be a corporate entity, non-profit organization, or individual.

An individual must be identified on the application who will serve as the Primary Contact for all communication, requirements, and authorizations from the County of Inyo. The Primary Contact must have authority to make financial and operational decisions on behalf of the Production Company.

By submitting the permit application, the Production Company authorizes the Primary Contact to make operational and financial decisions on behalf of the Production Company and to sign all necessary forms.

VIII. TIMELINESS AND REQUIREMENTS OF FORM SUBMISSION

Completed Permit Applications are usually processed within **5-7** business days.

Permits requiring a public safety review will be processed within **7-10** business days.

At least **three weeks' notice** is required for requests to film/photograph at County airports.

Due to the requirement for approval by the Inyo County Board of Supervisors at a public meeting prior to issuance of any permit, at least **60 days' notice** is required for requests to close County roads or parks.

VIV. DEFINITIONS

1. **Base Camp:** A staging area for equipment and large vehicles as well as the main location where a film production company operates when filming at a variety of locations.
2. **Camera Cars:** Self-propelled vehicles designed for the mounting and operation of cameras and other equipment for filming from a stationary or moving position.
3. **Cast:** The collective performers in a film, either leading or supporting characters.
4. **Commercial Filming:** The film, electronic, magnetic, digital, or other recording of a moving image by a person, business, or other entity for a market audience with the intent of generating income.
5. **Commercial Photography:** The use of photographic equipment to capture still images on film, digital format, and other similar technologies by a person, business, or other entity for a market audience with the intent of generating income.
6. **Crew:** The collective of individuals involved with the technical aspect of shooting a movie.
7. **Cube Truck:** A chassis cab truck with an enclosed cuboid-shaped cargo area.
8. **Extra:** An actor who appears in a movie in a non-speaking, unnoticed role, such as part of a crowd or a patron in a restaurant.
9. **Director:** The artist responsible for total artistic control during all phases of a movie's production. The director makes day-to-day decisions about acting, lighting, sound, casting, and editing.
10. **Film Commissioner:** A professional who works for a film commission that supports the film industry in a specific region.
11. **Location:** The places or properties where filming, photography, or sound recording takes place, either exterior or interior.
12. **Location Manager:** A member of a film crew responsible for finding and securing filming locations and managing the logistics of a production.
13. **Picture Vehicles:** Vehicles that appear in films, television shows, commercials or similar.
14. **Primary Contact:** An individual with the authority to make financial and operational decisions on behalf of the Production Company.
15. **Private Property:** Refers to the ownership of property by individuals or private groups, as opposed to the government or community.

16. **Production Company (“Permittee”)**: A person or entity engaged in the business of making motion picture, television, or online images for theatrical, commercial, advertising, or education purposes.
17. **Production Manager**: The individual responsible for the day-to-day logistics of a film production, working closely with the producer, director, and line producer to ensure the film is delivered on time and within budget. Also known as Unit Production Manager.
18. **Production Types**
- **Short Film**: An original motion picture that has a running time of not more than 40 minutes.
 - **Internet/Web**: Content created specifically for the Internet
 - **Non-profit**: A film, video, or photograph created for a non-profit organization as defined under Section 501(c)(3) of the Internal Revenue Code.
 - **Feature**: A full-length narrative film (between 80 and 180 minutes running time) intended for theatrical release.
 - **Industrial**: A film, video, or photograph created for a specific company or industry to use for training, motivation, or communication.
 - **Educational**: A film, video, or photograph meant to educate audiences on a specific subject.
 - **Student**: A film, video, or photograph produced by a student enrolled in a filmmaking or television class at an accredited educational institution.
19. **Public Right-of-Way**: Any street, avenue, boulevard, highway, sidewalk, alley, or similar place owned or controlled by a governmental entity.
20. **Public Safety Risk**: A potential danger or threat that could harm people or communities.
21. **Pyrotechnics**: Controlled practical effects that use combustion to create visual and auditory effects like fire, smoke, explosions, and fireworks.
22. **News Media**: The industry that communicates current events and analysis to the public through various forms of mass media, including newspapers, TV journalism, public radio programs, news agencies, news magazines, news channels, and social media.
23. **Special Effects**: Fantastical audio and visual illusions that could not have been filmed by normal means, including in-camera effects, miniatures, CGI, rear-camera projections, and stop motion animation.
24. **Traffic Control Plan**: A traffic control plan (TCP) is a document that outlines the steps necessary to manage and control traffic in a workplace.
25. **Unmanned Aircraft System**: An aircraft that is operated without the possibility of direct human intervention from within or on the aircraft. Also known as unmanned aerial vehicles, remotely piloted aircraft systems, or drones.

ATTACHMENT A

COMMERCIAL FILMING/PHOTOGRAPHY ON COUNTY ROADS

Please note that requests for road closures, except for intermittent traffic control (that stops traffic for no more than 30 minutes at a time), also require Board of Supervisors approval, with **two months' advance notice**.

- No work in the road right-of-way will occur prior to the specified start time. This includes site preparation, equipment set-up, and filming. Any work before daylight will require special measures to ensure the safety of the traveling motorist. No filming is allowed after sundown unless specifically approved.
- No work will occur in the road right-of-way until adequate traffic control and advanced warning signs are in place, in conformance with the Manual on Uniform Traffic Control Devices, State of California, Department of Transportation. Signs should be 24" x 24" and orange with black lettering, placed 500 feet in advance of the traffic control.
- All traffic control shall be arranged by the Permittee and provided by uniformed officers of the Inyo County Sheriff's Office or the California Highway Patrol. The filming company must provide the traffic control officers at all locations with a copy of the permit. Intermittent traffic control, 30 minutes maximum, is allowed, without Board approval.
 - Inyo County Sheriff's Office: (760) 876-5606
 - California Highway Patrol, Bishop Office: (760) 873-3531
- The tampering with or removal of any road sign, snow pole, guardrail, or any other road device is not allowed.
- Any emergency road work or construction by county crews, the state, and/or private contractors, under permit or contract to the appropriate county or state department, shall have priority over filming activities.
- In order to ensure the safety of citizens in the surrounding community, access roads that serve as emergency service roads must never be blocked.
- Only the activities and locations requested and approved in this permit will be allowed. It is the Permittee's responsibility to familiarize themselves with the conditions of the permit and to see that those conditions are adhered to.
- Inyo County permits allow filming on Inyo County roads only. The property owner(s) must be contacted for permission to use other lands if the filming or support activities extend beyond the road right-of-way.
- Advanced warning signs must be in place before wet down or filming begins.
- Catering trucks and seating may not be set up in the roads.

Intermittent Traffic Control:

Street Info (Name, Direction of Traffic, from Where to Where): _____

Date: _____ Timeframe: _____

Street Info (Name, Direction of Traffic, from Where to Where): _____

Date: _____ Timeframe: _____

Street Info (Name, Direction of Traffic, from Where to Where): _____

Date: _____ Timeframe: _____

Street Info (Name, Direction of Traffic, from Where to Where): _____

Date: _____ Timeframe: _____

Road/Lane Closures:

Street Info (Street Name, Lanes, from Where to Where): _____

Date: _____ Timeframe: _____

Street Info (Street Name, Lanes, from Where to Where): _____

Date: _____ Timeframe: _____

Street Info (Street Name, Lanes, from Where to Where): _____

Date: _____ Timeframe: _____

Street Info (Street Name, Lanes, from Where to Where): _____

Date: _____ Timeframe: _____

Posting No Parking Signs:

Street Info (Name, Which Sides of Street, from Where to Where): _____

Date: _____

Timeframe: _____

Street Info (Name, Which Sides of Street, from Where to Where): _____

Date: _____

Timeframe: _____

Street Info (Name, Which Sides of Street, from Where to Where): _____

Date: _____

Timeframe: _____

Street Info (Name, Which Sides of Street, from Where to Where): _____

Date: _____

Timeframe: _____

Traffic control supplied by:

☐ CHP ☐ Inyo County Sheriff's Office

Indicate specific activities to be performed on County roads: _____

Will filming on County roads include pyrotechnics, explosives, stunt driving, gunfire, or simulated violence?

☐ Yes ☐ No

If yes, please describe the circumstances: _____

Will There be Security? ☐ Yes ☐ No

If Yes, Security Company's Information:

Company Name: _____ **Contact Name:** _____

Contact Phone: _____

Will the Security Personnel be Carrying Firearms? ☐ Yes ☐ No

Traffic Control Plan: Attach for any filming in the County right-of-way. The TCP must meet current standards of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and must be signed by a licensed Traffic Engineer in order for filming in the County right-of-way to commence.

The CA MUTCD can be found here for more information:

<https://dot.ca.gov/programs/safety-programs/camutcd>

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

**Initial to indicate understanding of and
agreement with the conditions herein: X_____**

ATTACHMENT B

COMMERCIAL FILMING/PHOTOGRAPHY AT COUNTY PARKS, RECREATION AREAS, AND COMMUNITY BUILDINGS

Production Company: _____ Contact: _____

Phone: _____ E-mail: _____

Address: _____

Park/Campground Requested: _____

Type of Production: _____

Production Date(s): _____

Start time(s) (set-up): _____ End time(s) (clean-up): _____

Activities (be specific): _____

Anticipated Number of Cast and Crew: _____

Will minors (under 18) be Present? ☐ Yes ☐ No

Do you need the County facility to be closed to the General Public? ☐ Yes ☐ No

- NO BOUNCE HOUSES & NO SLIP AND SLIDES _____ (initial)
- NO OPEN FLAMES BESIDES IN OUTDOOR FIRE PITS CLEARED OF NEARBY DEBRIS _____ (initial)
- DO NOT ATTACH ITEMS TO LIGHT FIXTURES _____ (initial)
- DO NOT OVERFILL TRASH CANS _____ (initial)
- DO NOT LEAVE EXCESS TRASH ON SITE _____ (initial)

Describe Decorations/Set Features (adhesives are not allowed): _____

Will You be Using a Caterer? ☐ Yes ☐ No

If Yes, Caterer's Information:

Name/Company: _____ Phone: _____

Will There be Security? ☐ Yes ☐ No

If Yes, Security Company's Information:

Company Name: _____ **Contact Name:** _____

Contact Phone: _____

Will the Security Personnel be Carrying Firearms? ☐ Yes ☐ No

Do You Need Electricity? ☐ Yes ☐ No

Do You Need Tables Unlocked? ☐ Yes ☐ No

TIME OF USE AND LIMITATIONS

Entrance to the reserved facility shall be allowed at the time specified in the approved permit, and users shall leave at the time specified.

Indoor facilities may be reserved between the hours of 8:00 a.m. and midnight. At the discretion of the Director of Parks and Recreation, or their designee, event hours may be extended during approved special events.

DECORATING

Any decorating, covering or changes to the facility must be requested in the application and must be approved.

- A) Adhesives, nails, etc.: The use of cellophane adhesive tape, nails, staples, screws, etc., in walls, woodwork, on windows, tables or other equipment/facilities is prohibited. Masking tape, if used, must be removed following the event.
- B) All decoration must be fireproof or of fire-retardant materials.
- C) Light fixtures: nothing shall be attached to the light fixtures.
- D) Open flame devices: candles or other open flame devices will not be permitted.

DAMAGE TO FACILITY OR EQUIPMENT

The Permittee shall be responsible for any damage or loss to equipment or property. Any person, group, or Permittee causing damage, loss, or extensive cleanup (trash) shall forfeit deposit (see Section V. Fees & Deposits, Film Production Guide pages 8-10) and be required to pay any additional costs. The premises and facilities used must be restored to the condition in which found within the time specified in the permit. The Permittee shall take care to see that no damage is done to the furniture or fixtures.

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

INSURANCE AGREEMENT

Per Inyo County Code 12.18.100, all Special Event / Facility Use permittees must procure insurance to the satisfaction of the County Risk Manager, unless a waiver is granted by the County Risk Manager. (See pg. 5 of the ***Inyo County Film Production Guide***.)

A list of County parks and community facilities can be found at: <https://www.inyocounty.us/services/parks-recreation>

**Initial to indicate understanding of and
agreement with the conditions herein: X_____**

ATTACHMENT C

COMMERCIAL FILMING/PHOTOGRAPHY WITH USE OF SPECIAL EFFECTS, HAZARDOUS CONDITIONS, AND/OR SIMULATED VIOLENCE

Note: Permittees must comply with any applicable fire control or safety laws in place where they are filming. Licensed pyrotechnicians must be used when the County requires it.

Date: _____

Permit number: _____
(Internal Use Only)

Special Effects Coordinator: _____ Phone: _____

License #: _____

Assistant: _____

License #: _____

Assistant: _____

License #: _____

Pyrotechnician: _____

License #: _____

Stunt Coordinator: _____ Phone: _____

Production Company: _____

Address: _____

LOCATION #1: _____

Type of Special Effects/Pyrotechnics/Simulated Violence: _____

Date(s) of Activity: _____ Time(s): _____

LOCATION #2: _____

Type of Special Effects/Pyrotechnics/Simulated Violence: _____

Date(s) of Activity: _____ Time(s): _____

LOCATION #3: _____

Type of Special Effects/Pyrotechnics/Simulated Violence: _____

Date(s) of Activity: _____ Time(s): _____

LOCATION #4: _____

Type of Special Effects/Pyrotechnics/Simulated Violence: _____

Date(s) of Activity: _____ **Time(s):** _____

Activity/Special Effects Materials:

<u>Material</u>	<u>Quantity</u>	<u>Hazardous?</u>	
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Weapons Involved: _____

Gunfire Type and Load: _____

Along with the Film Permit Application and additional required documentation, please upload this attachment and a copy of the front and back of the Special Effects Coordinator's license with your other application materials. You must also submit a copy of the front and back of the State Pyrotechnics licenses of all the pyrotechnicians who will be on location.

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

**Initial to indicate understanding of and
agreement with the conditions herein: X**_____

ATTACHMENT D

ANIMAL STIPULATIONS FOR COMMERCIAL FILMING/PHOTOGRAPHY

Type and Number(s) of Animal(s) Included in Production:

Type: _____ Number: _____ Location(s): _____

Type: _____ Number: _____ Location(s): _____

Type: _____ Number: _____ Location(s): _____

Type: _____ Number: _____ Location(s): _____

Animal Wrangler: _____ Company: _____

Address: _____

Cell: _____ E-mail: _____

- Animals on set are fully the responsibility of the Permittee.
- Animals shall NOT be allowed to feed on natural vegetation.
- Permittee is responsible for providing appropriate feed and water for the animals. As applicable, animals shall be fed non-germinating pellets or certified weed-free hay for two days prior to filming AND during filming on-location within the County of Inyo. Animals will be either tied to a parked vehicle; contained in a free-standing fenced corral; and/or housed within a trailer in a parking area of road, when not in use.
- All animal waste shall be removed from the land on a daily basis. Transmission of diseases from domestic animals to wildlife will be avoided through appropriate action (vaccines, avoidance of contact, etc.).
- Animal Liability insurance, with limit no less than \$1,000,000 per occurrence or claim, may be required.

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

Permittee signature

Permittee name (please print)

Title

Animal wrangler signature

Animal wrangler name (please print)

Date

ATTACHMENT E

COMMERCIAL FILMING/PHOTOGRAPHY AT INYO COUNTY AIRPORTS

Requests to film or photograph at the Bishop, Independence, Lone Pine/Death Valley or Shoshone airports need to be started at least three weeks prior to the event. To start the process, contact Inyo County Airports at 760-872-2971 or airports@inyocounty.us

Film Dates: _____ **Film Times:** _____

Prep Dates: _____ **Strike Dates:** _____

Arrival Hours: _____ **Departure Hours:** _____

VEHICLES/CAST & CREW (enter number):

Large Trucks _____ Cube Trucks _____ Generators _____ Motorhomes _____ Vans _____
Camera Cars _____ Picture Vehicles _____ Cast/Crew Cars _____ Cast _____ Crew _____ Extras _____

Items of Equipment to be Used, e.g. Cranes, Scissor Lifts, etc.: _____

Lighting Requests: _____

Identification and Use of Large, Disruptive, and/or Hazardous Props, e.g. Weapons, Picture Vehicles, etc.:

Aircraft (specify make, model, FAA registration number, and use): _____

Pilot/Company: _____ **License #:** _____

Special Effects Requests, e.g. Rain/Smoke, Explosives, etc.: _____

Identification and Use of Animals: _____

Alteration Requests, e.g. Painting/Sign Removal, etc.: _____

Stunt Requests: _____

Will There be Security? ☐ Yes ☐ No
If Yes, Security Company's Information:

Company Name: _____ Contact Name: _____
Contact Phone: _____

Will the Security Personnel be Carrying Firearms? ☐ Yes ☐ No

FILM PERMITS APPLICATION PROCEDURE

Permits shall be obtained for all film/photography/video production work being conducted on airport property. All entities shall contact the Public Works Deputy Director of Airports ("Airport Director") at (760) 878-0200 to discuss the feasibility of proposed filming activities at least three weeks prior to the proposed filming dates. For proposed airfield closures, additional lead time is suggested.

RULES FOR FILMING/PHOTOGRAPHY/VIDEO ACTIVITY

- A. Production activities shall not disrupt ongoing airport operations.
- B. The Production Company is responsible for all Production Members in attendance at the Airport filming location. The term Production Persons shall be defined as including, but not limited to the following: executive producer, producer, director, assistant director, cast, crew agents, contractors, subcontractors, clients, and invitees of the Production.
- C. Production Members must strictly confine themselves to the designated area which has been permitted/approved for production related activities.
- D. Each Production Member shall provide photo identification and submit to personal search if asked to do so by Airport Security acting within applicable federal, state, and/or municipal statutes, codes, ordinances, and/or guidelines.
- E. The Production Company shall provide and display disclaimer placards when directed to do so by the Airport Director.
- F. Any aircraft involved in production activity must remain in a static configuration with engines shut down and all propellers and rotor blades in a secured position, unless use of active aircraft is specifically approved by the Airport Director.
- G. Production activity involving special effects, stunts, props, property use and facility involving cast or other Production Members, shall be kept away from public view at the discretion of the Airport Director.
- H. No weapons/ammunition of any kind, either functional or non-functional, may be brought to Airport property without the permission of the Airport Director. Handling, usage, and storage shall be determined by the Airport Director.

- I. All special effects, stunts, lighting, props (including vehicles, aircraft, and animals) and property use, shall be assessed on an individual basis. Permission for usage/employment shall be granted at the discretion of Airport Director, or his/her designee. The time, place, and manner of usage/handling shall be reasonably determined by Airport Director.
- J. No animals shall be brought onto Airport property without prior approval of Airport Director.
- K. All Fire Safety rules and regulations shall be adhered to by the Production Company and Production members.
- L. Smoking is prohibited on Airport grounds without prior approval of Airport Director.
- M. All production vehicles and equipment must remain within the approved boundary of the filming permit at all times.
- N. Any alteration, relocation or removal of Airport property, i.e., painting, carpeting, set dressing, shall be done only with the permission of an under the supervision and direction of Airport Director.
- O. All production locations shall be left in, or restored to, the original condition by the Production Company via the means and manner determined by Airport Director, unless otherwise specified.
- P. The Production Company shall provide sufficient trash receptacles for filming location and remove any trash from Airport property. Airport Director or his/her designee shall inspect and approve the clean-up effort upon completion.
- Q. Use of Airport equipment, electricity, water, and property (other than structures) is prohibited without prior permission from Airport Director. Additional fees may be required.
- R. Production Company directional signs placed along route to and from production location(s) must be removed upon completion of production.
- S. All Production Members are required to be familiar with and conform to the rules contained herein. Additionally, Production Members shall comply with the Airport security requirements in effect at the time of production.

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

**Initial to indicate understanding of and
agreement with the conditions herein: X_____**

ATTACHMENT G

PRIVACY POLICY

Provisions of the California Public Records Act allow proprietary information and trade secrets to be held in confidence where disclosure would cause loss of competitive advantage, loss of work, or would render a project subject to disruption by the public. Then requested by the applicant and to the extent of the law, it is the policy of the Inyo County Film Commission to withhold all proprietary and trade secret information pertaining to production filming within the unincorporated areas of Inyo County. General information will be released only after the permitted activity has been completed.

By initialing, you are requesting us to keep the information in this document confidential until after the filming is completed. X_____

FILM PERMIT APPLICATION CHECKLIST ✓

The following must be submitted before review of your permit application begins. Electronic submissions are preferred.

Required

- ☐ Signed, completed permit with location information. (PLEASE READ THE FILM PERMIT GUIDE BEFORE FILLING OUT APPLICATION.)
- ☐ Proof of insurance, with the following listed as additionally insured: Inyo County, P.O. Drawer N, Independence, CA 93526 (Commercial General Liability \$2 million).
- ☐ Applicable fees and deposits.

Students Only

- ☐ Letter from supervisor/instructor on school letterhead validating your enrollment and film project.

As Determined by Nature/Location/Technical Aspects of Production

Signed/initialed copies of the following, where applicable:

- ☐ **Attachment A** – If the production will take place on a County street, road, or public right-of-way.
- ☐ **Attachment B** – If the production is requesting the use of and/or closure of a County park, recreation area, or community building.
- ☐ **Attachment C** – If a production includes any additional components or production activities that may pose a public safety risk (e.g., special effects, pyrotechnics, gunfire, simulated violence, or criminal activity).
- ☐ **Attachment D** – If the production includes live animals on set.
- ☐ **Attachment E** – If the production is asking to film at any of the County's four municipal airports.
- ☐ **Attachment F** – If the production plans to utilize any unmanned aircraft systems (e.g., drones), whether as part of the script or to capture aerial shots.
- ☐ **Attachment G** – If you request we keep the information in the permit documentation confidential until after filming is completed.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-908

Approval of Acquisition of OpenGov Budgeting & Procurement Modules

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Approve three-year agreement between County of Inyo and OpenGov for the purchase of online budgeting and procurement solutions for the total amount of \$245,014.27.

BACKGROUND / SUMMARY / JUSTIFICATION:

Over the last year, County staff have been looking for a digital solution to streamline the Request for Proposal (RFP) and bid solicitation process (herein referred to as "procurement"). On average, Inyo County handles at least 20 separate solicitations per year. The current process is manual and paper based, which has significant inefficiencies, opportunities for errors, and slows down the entire process.

Inyo County has an existing relationship with OpenGov (utilizing their platform for online permitting), and thus considered their procurement module as a potential solution. This module consists of a full-process solicitation solution which will allow for County RFPs to be developed, released, responded to, reviewed, evaluated, and contracted all within a single solution. Collectively, the automation of this effort will save hours of staff time and provide a more consistent and streamlined process for County departments and those responding to bids. OpenGov further provides a library of templates which have been developed by other agencies for bids, RFPs, product specifications, and scopes of work, which can be used as reference materials and enhance the quality of solicitations.

In addition, the Inyo County Budget Team has been working to modernize the County's budget process and produce an interactive digital budget book. While significant progress was made in this area over the past year, the solution offered by the current software provider is falling short of the needs and stated objectives. Conveniently, OpenGov also offers a comprehensive online budgeting system which addresses these deficiencies, and overall will allow for a simpler and more interactive budget process. In addition to these core features, the platform will directly integrate with the County's financial system which provides the added benefit of improved reporting as well as data transparency through interactive charts, graphs, and tabular data elements. Further, the system will allow staff to create multi-year budgets and develop other valuable financial projections which are valuable in supporting the budget process, negotiations, and better understanding financial information.

In addition to the licensing of the software, OpenGov will support the implementation of the program

through robust professional services, and follow up with user training to ensure that staff have the capacity to utilize the platform once implemented.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010200
Budgeted?	Yes	Object Code	5265
Recurrence	Ongoing Expenditure	Sole Source?	GSA Contract

If Sole Source, provide justification below

GSA Contract #GS-35F-688GA

Current Fiscal Year Impact

Up to \$112,986.07 which includes \$32,202.07 for software (prorated through June 30, 2025) and \$80,784 in Professional Services for the implementation of the new platform.

Future Fiscal Year Impacts

Years two and three of this agreement will cost \$132,028.20.

Additional Information**ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to not approve this action. Doing so is not recommended based on staff's desire to migrate to OpenGov for the County's budgeting platform, as well as to implement an online platform for streamlining the procurement process. Should the Board decide not to approve this item, the County would continue to utilize our existing budgeting tools and handle the procurement process in a paper-based format.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Nate Greenberg	Created/Initiated - 12/12/2024
Darcy Ellis	Approved - 12/12/2024
Nate Greenberg	Approved - 12/13/2024
Keri Oney	Approved - 12/13/2024
John Vallejo	Approved - 12/13/2024
Amy Shepherd	Approved - 12/13/2024
Nate Greenberg	Final Approval - 12/13/2024

ATTACHMENTS:

1. Scope of Work
2. OpenGov Quote for County of Inyo, CA - Q-09087



Statement of Work

County of Inyo, CA

Creation Date: 11/19/2024
SoW Expiration Date: 2/19/2025
Document Number: PS-07463.2
Created by: Sidney Barnes

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for County of Inyo, CA ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

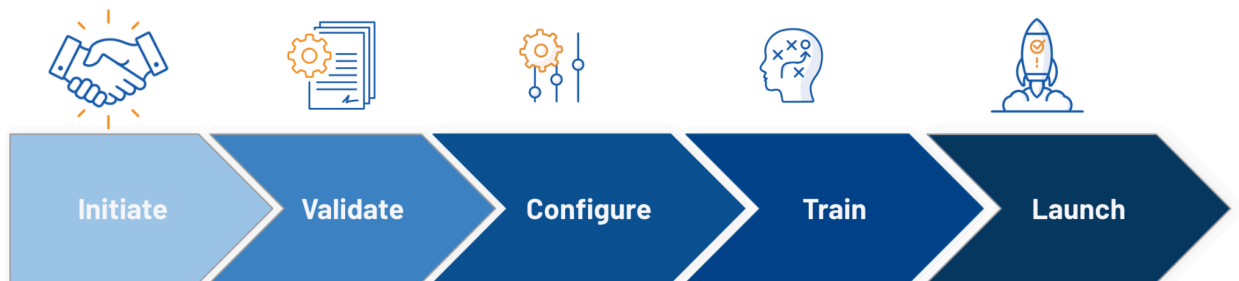
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when Customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.

8.2.2. OpenGov will confirm the Data Validation strategy.

8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.

8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.

8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.

8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.

8.4.2. OpenGov will provide Administrator training.

8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).

8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.

8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

B&P

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Initiate	Project Preparation and Kick Off						
Validate	Requirements Matrix						
	Chart of Accounts						
	Operating Budget						
	Workforce Planning						
	Capital Budget						
	Online Budget Book						
Configure	Financial Integration						
Train	Administrator Training						
	End User Training						
Launch	Go Live, HyperAdoption, Project Closure						
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.							

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation workshop					
	Solicitation Development					
	Solicitation Templates					
	Contract Management					
Configure	Contract templates					
Train	Admin Training					
Launch	Go Live, HyperAdoption, Project Closure					

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Budgeting & Planning

Use Cases Build for Budget and Planning:

- Operating Budget
- Workforce Planning
- Budget Book Publication
- Capital Budgeting
- B&P Integrations
- Reporting & Transparency

Initiate

Provisioning Budget & Planning

OpenGov will:

- Provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - o Review deliverables
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Chart of Accounts (COA)

OpenGov will:

- Build Customer's COA in OpenGov in accordance with OpenGov technical requirements.
- Review configured COA and uploaded data and provide training to Customer on how to:
 - Manage new codes
 - Edit COA
 - Create Masks

Customer will:

- Provide current COA and transactional data.
- Validate and provide sign off on COA.
- Maintain the COA following configuration.

Completion Criteria

- Customer sign-off that the Chart of Accounts has been configured.

Operating Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure budget proposal based on a Segment of the Chart of Accounts.
- Train and assist on the modification on the configuration.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure OpenGov Budget Proposals and Worksheets for up to fifty (50) Departments in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide current budget.
- Validate Budget Proposals and Worksheets.
- Signoff on Budget Proposals and Worksheets.

Completion Criteria

- Customer sign-off that Operating Budget proposals and worksheets have been configured.

Capital Budget

OpenGov will:

- Configure one (1) Budget instance.
- Configure and upload Customer's base budget files into OpenGov budget instances.
- Configure proposals and worksheets for up to fifty (50) Capital Projects in the base budget file based on the agreed upon structure.
- Review configured OpenGov Budget and provide training to Customer on how to:
 - Create new Proposals and Worksheets
 - Manage Budgets

Customer will:

- Provide current budget.
- Validate and provide signoff on Budget Proposals.

Completion Criteria

- Customer sign-off that Capital Budget proposals and worksheets have been configured.

Workforce

OpenGov will:

- Provide cost elements based on Customer's existing personnel forecast to workforce document as per OpenGov's best practices.
- Review configured OpenGov Workforce Plan and provide training to Customer on how to:
 - o Create Cost Elements
 - o Populate and upload the Position Template

Customer will:

- Provide Position calculations and tables.
- Populate the Position Template and upload the completed template into OpenGov.
- Validate and provide signoff on the Workforce Plan calculations.
- Maintain the Workforce Plan and data once configured.

Completion Criteria

- Customer sign-off that the Workforce Plan has been configured.

Reporting

OpenGov will:

- Set up one (1) export and Dataset View to enable OpenGov Budget Reports for the Operating and Capital Budget(s).
- Configure up three (3) standard reports using the customer's integrated financial data:
 - o Annual
 - o Budget to Actuals
 - o Transactions
- Configure up to four (4) Operating Budget Reports using OpenGov budget data:
 - o Milestones
 - o Development
 - o Fund Balance Projections
 - o Categories*
- Configure up to two (2) Capital Budget Reports using OpenGov budget data:
 - o Development
 - o Effect on Operating
- Review configured OpenGov Reports and provide training Customer on how to:
 - o Export Budget Data for use in OpenGov Reports.
 - o Create new Reports
 - o Manage Reports
 - o Share Reports

*Budget Categories report is only available to customers using a zero-based budget.

Customer will:

- Validate and provide sign-off of Reports.

- Maintain the Reports once configured.
- Map OpenGov Budget export to Customer ERP import format.

Completion Criteria

- Customer sign-off that Reports have been configured.

Dashboards

OpenGov will:

- Configure dashboards based on one (1) segment or roll up in the Chart of Accounts based on the customer provided template.
- Produce the reporting views and dashboard based on the Customer's configuration.
- Provide Excel Template for the Customer to complete for the configuration of dashboards.

Customer will:

- Provide a completed template for OpenGov to use for the Dashboards.

Completion Criteria

- Customer sign-off that Dashboards have been configured.

Budget Book Publication

OpenGov will:

- Based on best practices, build out the look and feel of six (6) Standard OBB Templates:
 - Home Page
 - Generic (multi-use)
 - Operating
 - Department
 - Capital
 - Capital Project
- Create an Annual Budget Report and FTE Report using OpenGov Budget data and Report Views to use in Department and Project OBB Story Shells.
- Create Department and Project OBB Story Shells from OBB Templates for up to fifty (50) Departments and up to fifty (50) Projects and add OpenGov Report Views to Department and Project Story Shells.
- Provide up to ten (10) one-hour working sessions to answer Customer questions on OBB Configuration.

Customer will:

- Provide logo and branding colors to OpenGov.
- Provide complete OBB content to allow OpenGov to copy and paste into the OBB.
- Sign off on OBB Templates prior to OBB Story Page Configuration.
- Validate and sign off on OBB pages.
- Make any continuing edits to the content after OpenGov has added the content to the appropriate story.

Completion Criteria

- Customer sign-off that the Budget Book Publication templates are configured.

Community Feedback Topic

OpenGov will:

- Configure one (1) standard budget topic in Community Feedback.

- Review configured OpenGov Topic and provide training to Customer on how to:
 - Create new topics
 - Manage topics
 - Set Topics to Public and Closed.

Customer will:

- Provide logo and branding guidelines.
- Validate and provide signoff on the standard budget topic.
- Update the standard budget topic with Customer relevant information.

Completion Criteria

- Customer sign-off that Community Feedback has been configured.

Financial Integration

OpenGov will:

- Installation of Agent and Database View Deployment or Set up a SFTP and Sample File Format.
- Integrate the following functionalities:
 - General Ledger Actuals and Budget (Revenue and Expenses)
- Extract, transform (when required) and load the data.
- Build Validation Reports for Budget and Actuals.
- Validate the historical data and current year data based on the Customer provided summary report.
- Schedule the current year data load.
- Monitor the data load.

OpenGov assumptions:

- Integration is unidirectional from the Customer's Superior One Solution into OpenGov.
- The data will be linked to the Customer's COA.

Customer will:

- Provide an IT resource to assist the project team in the initial set-up.
- Provide assistance to understand source system specific customizations and configurations when building the data extract.
- If OpenGov is unable to access the data per requirements, provide .csv data files via OpenGov SFTP Location.
- Any charges for the data from the ERP system will be the customer's responsibility.
- Broker OpenGov's access to Customer's source accounting data if hosted by any third vendor.
- Provide a summary export data to validate against.
- Validate and provide sign off on the integrated data and reports.
- Changes to the underlying data after project closure will be the responsibility of the customer to update.
- Maintenance of the integration file on an ongoing basis is the responsibility of the customer.

Completion Criteria

- Customer sign-off that the Integration has been configured.

Train

Budgeting & Planning Working Sessions

OpenGov will:

- Per the agreed upon Project Plan, schedule working sessions with Customer's system administrators to:
 - Review configurations;
 - Provide training on system functionality;
 - Gain feedback; and
 - Answer questions regarding configured system functionality.

Customer will:

- Per the agreed upon Project Plan, attend working sessions to:
 - Understand configurations;
 - Gain training on system functionality;
 - Give feedback; and
 - Ask questions regarding configured system functionality

Completion Criteria

- Budgeting & Planning Working Sessions have been conducted.

Reporting & Transparency Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Maintain the Chart of Accounts
 - Upload and manage data for reporting
 - Create and share Reports, Dashboards, Stories, and Topics.

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Reporting & Transparency Administrator Training has been conducted.

Budget and Workforce Administrator Training

OpenGov will:

- Provide training to Customer system administrators on how to:
 - Create and manage Budgets
 - Prepare to set up Next Year's Budget
 - Create and manage Workforce Plans including Cost Elements and Position Upload Templates
 - Export Budget Data for use in OpenGov Reports.

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Budget & Workforce Training has been conducted.

Publication Training

OpenGov will:

- Provide one (1) 60- Minute System Training designed for OBB Administrators on how to:
 - Use and copy OBB Templates
 - Add Reports Views to Stories
 - Add Customer content including: narrative, images, and external data to Stories
 - Publish Stories
 - Update and maintain Stories

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- Publication Training has been conducted.

End-User Training

OpenGov will:

- Provide two (2), 60-Minute training session(s) to Customer's Internal Users on how to:
 - Navigate Opengov Budgets and Reports
 - How to enter Budget data
 - How to run and use reports

Customer will:

- Identify relevant participants and attend scheduled trainings.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Customer will:

- Identify issues and attend sessions.

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Budgeting & Planning Technical Requirements

Chart of Accounts

- Flat file
- .csv, .xls, .xlsx with headers
- Active Accounts and Accounts with activity in the years of data being loaded into OpenGov.

Financial Data Files (Transactional Export)

- Flat file
- .csv, .xls, .xlsx with headers
- 3-5 Years of Data

Financial Data Files (Summary Revenue and Expense Export)

- PDF export

Current Budget

- Flat file
- .csv, .xls, .xlsx with headers
- Operating Budget

Personnel Calculations and Tables

- PDF, Word, csv, .xls, .xlsx with headers

Logo Image

- .jpg or .png format
- Transparent

Branding Guidelines

- Hex codes

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Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement
- Evaluation and Awards
- Contract Management

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
 - o Confirm list of templates
 - o Review technical requirements
 - o Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:

- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to two (2) total Solicitation Template(s) from customer provided standard boilerplate templates:

- two (2) Non-Construction Solicitation Templates will be built based on examples collected from the customer up to one hundred (100) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- Customer provided the following templates prior to the creation of the SOW that reflect the assumptions above including: RFP, RFQ

Customer will:

- Provide templates with standard boilerplate language.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Contract Management Configuration

Create and Manage Contracts

OpenGov will:

- Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).
- Provide guidance and instruction to System Administrator on creating and managing contracts.

Customer will:

- Attend scheduled System Overview
- Create and manage contract records in the system with guidance from OpenGov.

Completion Criteria

- Contracts training has been conducted.

Contract Template Deployment

OpenGov will:

- Review & configure agreed upon contract templates.
- Configure up to one (1) total Contract Template(s) from customer provided standard boilerplate templates :
 - one (1) Non-Construction Contract Template will be built based on examples collected from the customer up to fifty (50) pages in length..

OpenGov Assumption:

- Customer provided the following templates prior to the creation of the SOW that reflect the assumptions above including: Contract Agreement

Customer will:

- Provide templates with standard boilerplate language.
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Contract templates.

Completion Criteria

- Customer sign-off that the Contract Template(s) have been configured.

Historical and/or Active Contract Metadata Upload

OpenGov will:

- Provide a compatible mapping document in Excel format for the metadata of contracts (contracts log) to be uploaded into the system.
- Import the contract records listed in the contract log.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will

- Customer will transfer their contract metadata into the mapping document provided by OpenGov for import into OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.

Completion Criteria

- Historical/Active Contract log has been loaded.

Historical and/or Active Contract Attachments Upload

OpenGov will:

- Provide instructions for the Customer to create an SFTP folder for the attachments to be uploaded with the contract log.
- Import attachments from the SFTP.

OpenGov Assumptions:

- OpenGov clean up/correction of attachments are not included in the scope of this project.

Customer will:

- Customer will create the SFTP folder, and add all related attachments (regular file folders/zip folders cannot be added into the SFTP)

Completion Criteria

- Attachments have been imported.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
 - Proposal Viewer Agreement
 - Interview Invitation
 - Non-Award Letter
 - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
 - Creating Bids with Generic Templates
 - Live Bid Management & Vendor Experience
 - Evaluation and Awarding
 - Writing Solicitations using templates
 - Contract Document Developer Tools

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Historical/Active Contracts

- Single Flat file based on mapping document provided by OpenGov
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Boilerplate Templates

- A boilerplate template document that can be reused more than once without any substantive change.
- Up to 50 pages in length each unless otherwise specified in Appendix B.
- All templates are assumed to be non-construction unless otherwise specified in Appendix B. A "Construction" template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents

- PDF or Word format



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Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 11/25/2024, 12:34 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for County of Inyo, CA

Contract: GSA: GS-35F-688GA

Quote #: Q-09087
Expires On: 12/31/2024

Ship To
County of Inyo, CA

Quote For:
Name: Noam Shendar
Company: County of Inyo, CA
Email: nshendar@inyocounty.us
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
2%/15, NET 30	Electronic	Check/ACH/Credit Card		

Term 1

Period of Performance: 1/1/2025 - 6/30/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWFO-B80100M-AR-1Y	OpenGov Procurement - Between \$80-100 Million - 1Y	1.00	\$9,373.68	\$9,373.68
OG-SWBA-B80100M-AR-1Y	Budgeting & Planning - Between \$80-100 Million - 1Y	1.00	\$22,828.39	\$22,828.39
OG-PSBG-B80100M-OT-0Y	Professional Services Deployment - Prepaid - Between \$80-100 Million - 0Y	374.00	\$216.00	\$80,784.00
Term 1 TOTAL:				\$112,986.07

Term 2

Period of Performance: 7/1/2025 - 6/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWFO-B80100M-AR-1Y	OpenGov Procurement - Between \$80-100 Million - 1Y	1.00	\$18,747.33	\$18,747.33
OG-SWBA-B80100M-AR-1Y	Budgeting & Planning - Between \$80-100 Million - 1Y	1.00	\$45,656.67	\$45,656.67
Term 2 TOTAL:				\$64,404.00

Term 3

Period of Performance: 7/1/2026 - 6/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWFO-B80100M-AR-1Y	OpenGov Procurement - Between \$80-100 Million - 1Y	1.00	\$19,684.70	\$19,684.70
OG-SWBA-B80100M-AR-1Y	Budgeting & Planning - Between \$80-100 Million - 1Y	1.00	\$47,939.50	\$47,939.50
Term 3 TOTAL:				\$67,624.20

TOTAL: \$245,014.27

Quote Terms

Customer's use of the GSA MAS Contract: GS-35F-688GA is pursuant to the Terms and Conditions set forth at: <https://www.vertosoft.com/gsa>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 17, 2024

Reference ID:
2024-969

Recognition of Outgoing District 5 Supervisor Matt Kingsley

Board of Supervisors

NO ACTION REQUIRED

ITEM SUBMITTED BY

Administration

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Recognize Fifth District Supervisor and current Chairperson Matt Kingsley for his 12 years of service to the residents and visitors of Inyo County on the eve of his retirement.

BACKGROUND / SUMMARY / JUSTIFICATION:

District 5 Supervisor Matt Kingsley's current and last term on the Board of Supervisors will conclude at the end of the month. Supervisor Kingsley has served on the Board for the past 12 years, winning election to the office in 2012 and going undefeated in two subsequent elections for a total of three terms.

Hallmarks of his tenure have been fairness, accessibility, responsiveness, cooperation, compassion, encouragement, and, of course, humor. He has been a sounding board, mentor, spokesperson, champion, change-maker, and mediator. His contributions to the Fifth District and Inyo County as a whole cannot be fully measured.

In addition to serving on the Board, over the years Supervisor Kingsley has also represented Inyo County and its interests on the Great Basin Unified Air Pollution Control District Board of Directors, Inyo-L.A. Standing Committee, Southern Inyo Airport Advisory Committee, Emergency Medical Care Committee, Local Transportation Commission, Agriculture Resources Advisory Board, and the Rural County Representatives of California - for which he served as president in 2019.

Even prior to redistricting in response to the 2020 Census, Supervisor Kingsley's district has by far been the largest, stretching from the Owens Valley to Death Valley and beyond. Today, the 8,040-square mile district includes the Fort Independence Indian Community of Paiutes Reservation, Independence, 7 Pines, Manzanar, Lone Pine, Alabama Hills, Lone Pine Paiute-Shoshone Reservation, Cartago, Olancho, Sage Flats, Haiwee, Coso Junction, Little Lake, Pearsonville, Keeler, Cerro Gordo, Darwin, Panamint, Ballarat, Homewood Canyon, Trona, Stovepipe Wells, Furnace Creek, Timbisha Shoshone Reservation, Chicago Valley, Charleston View, and Sandy Valley.

Supervisor Kingsley has been a stalwart defender and outspoken supporter of all of these communities -- both large and small, nearby and extremely remote, and all spread out over great distances -- making sure to visit often, bringing residents' concerns and needs to the Board, participating in their celebrations, and getting to know his constituents on a personal level. Despite the inherent challenges, Supervisor

Kingsley was dedicated to representing every inch of his district with the energy, attention, and delivery of resources it deserved.

Supervisor Kingsley's dedication and the pride he took in his work is widely and greatly appreciated. He and his wisdom, generosity of spirit, and enthusiasm for service will be greatly missed.

His colleagues on the Board of Supervisors and various members of staff would like to take this opportunity to recognize Supervisor Kingsley for all he's done for Inyo County.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Quality County Employees

APPROVALS:

Darcy Ellis	Created/Initiated - 12/11/2024
Darcy Ellis	Approved - 12/11/2024
Nate Greenberg	Final Approval - 12/13/2024

ATTACHMENTS: