

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

C O N S E N T A G E N D A

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	John Leach, Supervisor - District 5
AYES:	Moule, Leach, Garton, Williams
ABSENT:	Carlson

9. HEALTH SERVICES AGENCY / DRUG & ALCOHOL

- a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with Coastal Business Systems for the lease and maintenance of one (1) multi-function device (copier/printer/scanner/fax) at \$335.40 per month for 60 months with maximum amount not to exceed \$21,000, effective 5/1/22 and shall terminate 60 months after the date of installation.

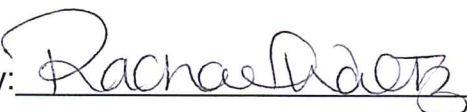
(Miscellaneous Agreement #2022-145)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 24th day of May, 2022.

DATED: May 25, 2022.

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

By: 

Deputy

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
COASTAL BUSINESS SYSTEMS, INC.**

This agreement is entered into between the County of Tehama, through its Health Services Agency ("County") and Coastal Business Systems, Inc. ("Contractor") for the lease and maintenance of one multifunction device to be housed at 1860 Walnut Street Red Bluff, CA.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide and install one new Sharp MX-M5071 multifunction device, including maintenance and supplies as set forth below:

- A. Set Up, Delivery, and Network installation of the Copier
- B. Training of scan/print/copy features
- C. Lifelong firmware updates
- D. Print/Scan/Fax/Copy
- E. Scan to USB, Email, Desktop, & Server
- F. Lease includes all tax, property tax and software upgraded
- G. All parts, labor, and supplies, excluding paper and staples.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$21,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that

exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on May 1, 2022 and shall terminate sixty (60) months after the date of installation of the multifunction device, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

Either party may terminate this agreement on 30 days' written notice, if Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by its Executive Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically

acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded

upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a

contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	Coastal Business Systems Attn: Mike Dominick 336 First St. Eureka, CA 95501
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Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

23. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

24. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

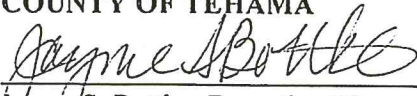
25. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): CONFIDENTIALITY**

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all client, employee, or County information with which the Contractor may come into incidental contact in the process of performing its contracted services. Except as solely required to perform the contracted services hereunder, the Contractor shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the County, be considered a material breach of this Agreement.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 5-9-22

COUNTY OF TEHAMA


Jayme S. Bottke, Executive Director

COASTAL BUSINESS SYSTEMS, INC.

Date: 5/7/2022


Evan Said, Director of Sales

Vendor Number

Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

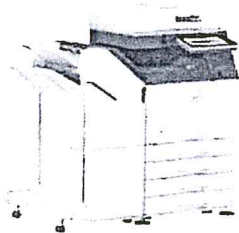


**COASTAL
BUSINESS
SYSTEMS**
Imagine the Possibilities

4/12/2022

Document Equipment and Maintenance Proposal For **Tehama County Health Services Agency**

Sharp MX-5071 Full Color MFP



Includes:

*50 Page Per Minute BW/Color Output
150-sheet Single-Pass Dual Scan Feeder
200 Originals Per Minute Scanning Speed
3,300 Sheet Paper Capacity
Staple Finishing
Fax
Automatic Duplexing
Network Printing, Color Scanning
Scan to Folder, Email, USB
Connects to Network as a Trusted Device
Managed using Active Directory with Group Policy*

60 month lease @ \$335.40 per month, includes tax

This monthly payment includes all supplies (except paper and staples) for 3,000 monthly monochrome pages and 1,500 monthly color pages. Overages (if any) will be billed quarterly at a rate of \$.0065 per page for monochrome pages and \$.065 for color pages. Pricing includes dealer prep, delivery, installation, and networking.

SALES ORDER
THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. This order shall not be binding on Coastal Business Systems, Inc. until approved at Coastal Business Systems, Inc.'s home office.
2. Delivery of goods to common carrier or licensed trucker shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer.
3. Coastal Business Systems, Inc. reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Coastal Business Systems, Inc. reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Coastal Business Systems, Inc.
5. Coastal Business Systems, Inc. shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Coastal Business Systems, Inc.'s control, including without limitations, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, other causes beyond Coastal Business Systems, Inc.'s control and receipt of orders from all sources in excess of Coastal Business Systems, Inc.'s then scheduled production capacity.
6. This order shall not be cancelable by the Buyer for delays in delivery or other cause until ten days after written notice of such intention shall have been actually received by Coastal Business Systems, Inc., and Buyer shall be obligated to accept any portion of the goods shipped or delivered by Coastal Business Systems, Inc. during such period.
7. Coastal Business Systems, Inc. warrants that the goods covered by this order when delivered to Buyer are of merchantable quality and will be free from defects in workmanship and material for a period as stated on the face hereof and not to exceed 90 days from the date of delivery by Coastal Business Systems, Inc. under ordinary use and conditions. Coastal Business Systems, Inc.'s obligation hereunder is expressly limited to the repair or replacement (at Coastal Business Systems, Inc.'s election) of such defects, as are returned to Coastal Business Systems, Inc. freight prepaid within the warranty period and upon inspection by Coastal Business Systems, Inc. is proven to be defective. It not repaired or replaced by Coastal Business Systems, Inc. liability shall be limited to the stated selling price of such defects. Other repairs not under warranty will be at such costs as Coastal Business Systems, Inc. may from time to time generally establish. In no event shall Coastal Business Systems, Inc. be liable for resulting or consequential damages. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED.
8. All claims for goods or delay in delivery shall be deemed waived unless made in writing delivered to Coastal Business Systems, Inc. within 10 days after receipt of goods by Buyer.
9. This contract shall be governed by and construed according to the laws of the State in which this agreement is entered into.
10. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing signed by an officer of Coastal Business Systems, Inc.
11. PAYMENT: All payments shall be made in accordance with the terms specified in Coastal Business Systems, Inc.'s invoice. Payments by check or other instrument of payment, other than actual cash, shall not constitute payment until Coastal Business Systems, Inc. shall have collected actual cash in full amount thereof. Buyer shall pay all collection charges, attorney's fees and court costs incurred in collecting any outstanding amounts owed by Buyer to Coastal Business Systems, Inc. In the event payment is not made by Buyer to Coastal Business Systems, Inc. in accordance with the terms specified by Coastal Business Systems, Inc., Buyer agrees to pay Coastal Business Systems, Inc. interest at the rate of one and one-half percent (1½%) per month or the maximum interest rate permitted by law, which ever is less, on any such overdue and outstanding balances.
12. TITLE: Title to said equipment shall remain in Coastal Business Systems, Inc. herein after called the Company, until the agreed purchase price therefore is paid in full in cash, at the time specified therefore, and thereupon, the title to said equipment shall, without any further action on the part of the Company be transferred to and vested in the Buyer.
13. TAXES: Any taxes, with respect to such purchase price, shall be paid by the Buyer unless otherwise expressly prescribed by law.
14. REMEDIES UPON DEFAULT: If the Buyer fails to pay the agreed net purchase price in full in cash, or if a receiver shall be appointed for the buyer or if the Buyer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against the Buyer then the Company may declare the entire sum remaining unpaid to immediately due and payable and may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said equipment, or any part thereof, may be located and repossess the same, and thereafter hold the same absolutely free from all claim of the buyer, and retain all payments made by the Buyer as and for the agreed purchase price of said equipment and for the use, wear and tear thereof, or as much thereof as may be permitted by law; and the Buyer for himself and his successors in interest hereby waives all claim and right of action for trespass or damages by reason of such entry, taking possession of and removal, and also waives, so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with the conditions of this order; or with any cause of action hereby given.

E-Contract Review
Approval as to Form

Department Name: HSA / Drug & Alcohol Division

Vendor Name: Coastal Business Systems, Inc

Contract Description: agreement with Coastal Business Systems, Inc to
lease and maintain a copier to TCHSA.

APPROVED AS TO FORM:

_____*Margaret Long*_____
Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

Date: _____4/20/22_____